

# Coeur d'Alene

## CITY COUNCIL MEETING

*April 3, 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  
MARCH 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 March 20, 2007 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

Ron Edinger                      ) Members of Council Absent

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

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

**PRESENTATION: "TRANSFERRING OWNERSHIP OF THE COEUR D'ALENE FEDERAL BUILDING: THE PROCESS":** Blaine Hastings and Craig Keenan, substituting for Dee Jump, Special Projects, General Services Administration (GSA), made a presentation regarding the process involved in transferring ownership of the Coeur d'Alene Federal Building. Mr. Keenan provided background information regarding the federal courthouse. The building was constructed in 1928 and includes four stories above ground and one story below. It is listed on the National Register of Historic Places. It originally served as a postal facility, but since 1963 it has served primarily as a U.S. courthouse. The court family has outgrown the building and it also has some security deficiencies. For that reason the GSA began a series of discussions and conducted a feasibility study which resulted in the construction of a brand new building, located adjacent to Hecla Mining. The GSA determined that there wasn't enough federal clientele to retain the building so they started the disposal process to find a better or more suitable use. Mr. Hastings introduced himself and stated that he is a member of the real estate disposal office in the Northwest region. The disposal process allows the community to participate in the disposition of the building. They are trying to determine if there is a public use for the property. The process will probably take until the end of the year to complete, but they wouldn't be looking at a transfer prior to completion of the new building.

Councilman Kennedy asked what would happen if the city were to find a public use for the building but it didn't occupy the entire square footage. Mr. Hastings indicated that

the discount would still apply but it would be adjusted depending on the amount of square footage used.

Councilman Goodlander asked how the building could be changed to make it more useful. Mr. Hastings explained that the building will be transferred with the requirement that the historic quality of the building be maintained. Any changes would have to be applied for through the State Historical Office or the National Parks Service.

Mayor Bloem asked if the conveyance would be for life. Mr. Hastings responded that some usages do have a time limit but, in general, the conveyance is for life. Mayor Bloem asked what would happen if the city chose to not use the property any longer. Mr. Hastings indicated that it would be returned to the GSA. Mayor Bloem also asked if two entities could partner on the building. Mr. Hastings responded that they could. Mayor Bloem thanked Mr. Hastings and Mr. Keenan for their presentation.

#### **PUBLIC COMMENTS:**

VICIOUS DOGS: Cari D. Elmore, 1907 N. 9<sup>th</sup> Street stated that on March 5<sup>th</sup>, at 5:54 a.m., she heard her cat howling and dogs growling, and discovered that two pit bulls had taken her cat and run off with it. She called the Police Department and went in search of her cat. During her search, at Homestead and 7<sup>th</sup>, she found one of the dogs and was concerned for the safety of a school child so she pulled her car in front of the dog to block it from access to the child. She later found her cat dead and provided pictures to the Council. After her cat's death, she went on the internet and found that pit bulls are the #1 biters and murderers of all the dog breeds. Twenty people a year are killed by dogs. She is hoping that the ordinance can be changed to prevent pit bulls within the city limits. As a result of her cat's death, she has installed two more feet of chain link fence in her yard for protection. She encouraged the city to pass "Thomas' Law" named after her cat.

LAKE CITY DEVELOPMENT CORPORATION: Tony Berns, Executive Director of Lake City Development Corporation, 816 Sherman Avenue, Coeur d'Alene, presented written comments to the Council. He indicated that he felt it was important that the City Council receive factual information regarding LCDC in response to Mary Souza's "City Pulse" column in the Coeur d'Alene Press. Ms. Souza's statement that most of the development in the area is being funded by LCDC is wrong. Mr. Berns further stated that LCDC's ability to levy public funds with private equity has been very successful. Since 1997, LCDC has partnered with private developers on 18 projects. Approximately \$14M of funds have been committed or leveraged. The LCDC creates value for the community through public/private partnerships but also provides assistance for public projects that add value to the city.

Councilman Reid asked Mr. Berns to define the boundaries of the district so that people understand that there are many areas in town where there are buildings going up that LCDC has no involvement in. Mr. Berns explained the boundaries of the three urban renewal districts.

Councilman Goodlander stated that it is good to clear the air. Urban Renewal is a complex issue and it helps when people can see it in simple terms. Councilman Hassell stated that it is also important to note that these are public improvements – things that might not otherwise be completed such as parks, trails, etc. The buildings are not paid for by LCDC. It is strictly the public improvements.

Mr. Berns stated that all of the projects are funded by participation agreements – the developer pays for the public improvements and LCDC reimburses them over time with property taxes generated by that development. He further stated that one of the benefits of LCDC public/private partnerships is that LCDC does have some leverage over what the project will look like.

Councilman Kennedy noted that the Library, Kroc Center, and the 5 mile Union Pacific trail would likely not have happened without the participation of the LCDC.

**VICIOUS DOGS:** Jonathan Stout, 1909 N. 9<sup>th</sup> Street, stated that the purpose of pit bulls as a breed has been to kill. There are other ways to defend oneself in a situation other than with a pit bull. A pit bull is uncontrollable. Mr. Stout has three children and requested that something be done to the city ordinances to ban pit bulls within the city limits before something happens to children or people of the community. It reflects badly on the community. Mr. Stout stated that in about 90% of the instances that he has seen in his neighborhood, pit bulls are roaming the street and not on a leash. He further stated that he believes that requiring leashes will do nothing.

Captain Steve Childers of the Police Department stated that concerned citizens should call the Police Department at 769-2320 and follow the menu prompts to reach Animal Control if they have concerns about vicious dogs. The city's Animal Control Officer, Debbie Slater, works during business hours, so citizens should leave a voice mail message for her and she will call them back. If not during business hours, citizens can go right through to dispatch and have an officer come out.

Councilman Reid stated that one of the problems in passing an ordinance banning pit bulls is that the city does not have any way to locate the animals. She suggested having staff research the issue. Councilman Hassell suggested that staff start by checking with insurance companies for a list of breeds that they consider dangerous and start with that list.

**MOTION:** Motion by Kennedy, seconded by Reid, to direct staff to review the animal control ordinance regarding vicious dogs and make a recommendation to Council. All in favor. Motion carried.

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

1. Approval of minutes for March 2, 2007 and March 6, 2007.
2. Setting the Public Works Committee and General Services Committee

meetings for March 26, 2007 at 4:00 p.m.

3. RESOLUTION 07-024: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF BID AWARD AND CONTRACT WITH INTERSTATE CONCRETE & ASPHALT, COMPANY FOR THE RAMSEY ROAD RECONSTRUCTION PROJECT; APPROVAL OF AVISTA ENERGY EFFICIENCY AGREEMENT; APPROVAL OF S-3-06 ACCEPTANCE OF IMPROVEMENTS AND MAINTENANCE / WARRANTY AGREEMENT FOR HAWK'S NEST SUBDIVISION; APPROVAL OF S-1-05 ACCEPTANCE OF IMPROVEMENTS AND MAINTENANCE / WARRANTY AGREEMENT FOR RIVERSTONE WEST SUBDIVISION AND DECLARING A LIBRARY COPIER AS SURPLUS WITH NO VALUE AND AUTHORIZING STAFF TO DISPOSE OF MACHINE.
4. Approval of Grant Application for a Special Needs Recreation Van through KMPO/PAC
5. Approval of Bills as Submitted and on file in the City Clerk's Office
6. Purchase of a 2-Ton Cab and Chassis De-Icer Truck with Plow for Streets Department

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

#### **COUNCIL ANNOUNCEMENTS:**

COUNCILMAN REID: Councilman Reid stated that it is an exciting week in that Milton Creagh will be in Coeur d'Alene this Thursday. He will be speaking to the Coeur d'Alene High School at 1:30 p.m. on Thursday, and the Altar Church, 901 Best, will be hosting a free dinner for people who are addicted or homeless at 5:00 p.m., and a free community event at 7:00 p.m. On Friday, Mr. Creagh will be speaking to LCHS at 9:30 a.m., the CDA Rotary Club at Noon, and the Juvenile Detention Center at 2:00 p.m. She encouraged everyone to come out and get involved because each and every person in this community is affected by drugs.

COUNCILMAN KENNEDY: Councilman Kennedy recognized the presence of Boy Scout Troop 202, led by Library Communications Director David Townsend.

COUNCILMAN GOODLANDER: Councilman Goodlander stated that she attended the Human Rights Banquet last night, and enjoyed the powerful talk by Francis Bok regarding slavery. Mr. Bok talked about America and how grateful he is to our country for helping his native country, Sudan. Councilman Goodlander stated that there are 27 million people worldwide today who are enslaved and we should all be grateful for our country and the opportunities we are given. She praised the Human Rights Foundation for the great job they are doing in educating the public.

**BMX FREESTYLE PARK:** Monte McCully, Trails Coordinator, introduced himself as the liaison to the BMX user group. The BMX group would like the city's ordinance that prohibits BMX from a section adjacent to the skate park to be changed. That section was previously set aside for inline skating but that user group has not used it. Mr. McCully further discussed the plans for the BMX area, which consist of two phases of construction that could be accomplished in steps and over a few years. The user group would be willing to take over stewardship when it is completed.

Councilman Reid asked about possible conflicts between the two user groups. Mr. McCully stated that he doesn't foresee much conflict if both groups have their own space. Councilman McEvers stated that he felt the BMX user group should put up some of the money and spoke in support of the project.

**MOTION:** Motion by Hassell, seconded by Goodlander, to direct staff to prepare an ordinance amending Municipal Code 10.40.030, Section D in order to allow bicycles in a paved, rectangular portion of Memorial Park adjacent to the Skate Park contingent upon the BMX user group providing a plan and a time line for development of the park. All in favor. Motion carried.

#### **RESOLUTION NO. 07-025**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A MEMORANDUM OF AGREEMENT WITH THE CITY OF COEUR D' ALENE, THE LAKE CITY DEVELOPMENT CORPORATION, THE HUMAN RIGHTS EDUCATION INSTITUTE, INC., THE COEUR D' ALENE PUBLIC LIBRARY FOUNDATION, INC. AND THE PANHANDLE AREA COUNCIL REGARDING THE DEVELOPMENT OF A SHARED GRANT WRITER PROGRAM.

**STAFF REPORT:** Victoria Bruno, Project Coordinator, stated that since 2003 the City has funded a grantwriter position in partnership with the Human Rights Foundation and LCDC. At the end of 2003, the process and relationship was so beneficial that they were joined by the Coeur d'Alene Public Library Foundation and PAC as partners. The City of Coeur d'Alene has had the pleasure of having had its most successful year yet. The total amount that the city received in grants was \$60,518,261, including the Ray & Joan Kroc Corp Community Center, and the total amount of grants received for the year for all of the partners was \$61,799,813. Because of the City's success this year and the terms of the Memorandum of Agreement, the City will be paying 99.46% for the grantwriter position this year.

Councilman Reid expressed appreciation for Elaine Smith (the grantwriter), LCDC, and the city staff for all that they have done to make this a successful year.

MOTION: Motion by Hassell, seconded by Reid, to adopt Resolution 07-025.

ROLL CALL: Kennedy, Aye; McEvers, Aye; Reid, Aye; Hassell, Aye; Goodlander, (not present). Motion carried.

**RESOLUTION NO. 07-026**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A POLICY FOR GUIDELINES GOVERNING THE REMOVAL AND RECONSTRUCTION OF SIDEWALKS FOR ACCESSIBILITY COMPLIANCE.

STAFF REPORT: Councilman Reid commented that sidewalk repair is the responsibility of the property owner and the City is working to comply with ADA requirements. Gordon Dobler, Engineering Services Director, stated that once the notification letter goes out to the property owners, contact information for questions will be provided.

MOTION: Motion by Reid, seconded by Hassell, to adopt Resolution 07-026.

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

**ORDINANCE NO. 3287  
COUNCIL BILL NO. 07-1009**

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-17 TO C-17L AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: THE EAST 24.33 FEET OF LOT 12, BLOCK 13, GLENMORE ADDITION AND THE PORTION OF ALLEY ADJOINING THE EAST 24.33 FEET OF LOT 12, VACATED BY ORDINANCE 842 IN THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 50N, RANGE 3W, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; 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.

MOTION: Motion by Reid, seconded by McEvers, to pass the first reading of Council Bill no. 07-1009.

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

Councilman Goodlander excused herself from the meeting at 7:21 p.m.

MOTION: Motion by Kennedy, seconded by Hassell, to suspend the rules and to adopt Council Bill No. 07-1009 by its having had one reading by title only.

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

**ORDINANCE NO. 3288**  
**COUNCIL BILL NO. 07-1011**

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REPEALING CHAPTER 17.04 AND SECTIONS 17.06.470 AND 17.06.490; AMENDING SECTIONS 17.02.030 AND 17.02.055 TO ESTABLISH UNIFORM DEFINITIONS OF ACCESSORY DWELLING UNITS AND FLOOR AREA RATIO AND TO AMEND THE DEFINITION OF FLOOR AREA; AMENDING TITLE 17 TO REPEAL THE CLUSTER HOUSING USE AND REPLACE IT WITH POCKET RESIDENTIAL HOUSING; AMENDING CHAPTER 17.05 TO ALLOW ACCESSORY DWELLING UNITS AS AN ACCESSORY USE IN ALL RESIDENTIAL AND COMMERCIAL ZONING DISTRICTS AND TO ALLOW POCKET RESIDENTIAL DEVELOPMENT AS A PERMITTED USE IN THE R-8, R-12, R-17, C-17L AND C-17 ZONES; AMENDING CHAPTER 17.05 TO ROUND HEIGHT LIMITS UP TO A WHOLE NUMBER, CLARIFY MINIMUM YARD REQUIRMENTS FOR RESIDENTIAL ZONING DISTRICTS, DETERMINE MINIMUM DISTANCE BETWEEN RESIDENTIAL BUILDINGS ON THE SAME LOT BY REFERENCE TO THE BUILDING CODE AND TO LIMIT THE HEIGHT OF ACCESSORY STRUCTURES IN THE R-3, R-5, R-8 R-12, R-17, R-34 AND MH-8 ZONES TO 14 OR 18 FEET DEPENDING ON ROOF SLOPE; ADOPTING NEW SECTIONS 17.05.1000 THROUGH 17.05.1270 TO ESTABLISH A NEW NEIGHBORHOOD COMMERCIAL ZONING DISTRICT AND A COMMUNITY COMMERCIAL ZONING DISTRICT INCLUDING PERMITTED AND PROHIBITED USES, MAXIMUM BUILDING HEIGHTS AND FLOOR AREA, MINIMUM PARKING, SETBACK, SCREENING AND LANDSCAPING REQUIREMENTS, DESIGN STANDARDS AND LIMITED HOURS OF OPERATION; ADOPTING NEW SECTIONS 17.06.650 THROUGH 17.06.820 TO ESTABLISH REGULATIONS OF ACCESSORY DWELLING UNITS INCLUDING PERMITTING AND ENFORCEMENT REQUIREMENTS, MAXIMUM BUILDING HEIGHT, SETBACKS, PARKING OWNER OCCUPANCY NUMBER OF OCCUPANTS, SIZE AND SCALE OF THE STRUCTURE, LOCATION OF THE STRUCTURE ON THE LOT, ENTRANCES, ADDITIONS AND CONVERSION OF EXISTING STRUCTURES; ADOPTING A NEW ARTICLE IX IN CHAPTER 17.07 TO AUTHORIZE POCKET

RESIDENTIAL DEVELOPMENT INCLUDING REGULATION OF BUILDING HEIGHT, MAXIMUM LOT COVERAGE, SETBACKS, MINIMUM AND MAXIMUM SITE SIZE, DENSITY, ZERO STREET FRONTAGE THROUGH SUBDIVISION PROCESS, PARKING, OPEN SPACE AND ESTABLISHING DESIGN GUIDELINES FOR GROUND LEVEL ACCESS, PARKING LOTS, LIGHTING, FENCING, ACCEPTABLE BUILDING MATERIALS AND ROOF PITCH; 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.

MOTION: Motion by Hassell, seconded by Kennedy, to pass the first reading of Council Bill no. 07-1011.

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

MOTION: Motion by Reid, seconded by Hassell, to suspend the rules and to adopt Council Bill No. 07-1011 by its having had one reading by title only.

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

#### **RESOLUTION NO. 07-027**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AMENDING THE CITY OF COEUR D'ALENE PERSONNEL RULES MANUAL BY AMENDING RULE XVIII, TO INCLUDE THE FOLLOWING REPEAL SECTION 1 ENTITLED "INVENTORY AND IDENTIFICATION OF PROPERTY," REPEAL SECTION 2 ENTITLED "ASSIGNMENT OF INVENTORIED PROPERTY," REPEAL SECTION 3 ENTITLED "INTER DEPARTMENTAL TRANSFER" AS THESE ARE RESPONSIBILITIES OF THE FINANCE DEPARTMENT AND FUNCTIONS OF THE ANNUAL AUDIT THAT ARE MANAGED BY SEPARATE DEPARTMENT POLICY; TO RENUMBER AND CREATE NEW SECTIONS FOLLOWING THE REPEAL AS FOLLOWS: CREATE SECTION 1, ENTITLED "PURPOSE/INTENT" TO SET THE INTENT OF THE RULE; AMEND SECTION 2, ENTITLED "EMPLOYEES NOT TO BE PART TO PURCHASE OR SALE OF PROPERTY" TO REFLECT CURRENT LEGAL STANDARDS; RENUMBER SECTION 3, ENTITLED "USE OF CITY PROPERTY"; CREATE SECTION 4 ENTITLED "USE OF ELECTRONIC COMMUNICATION EQUIPMENT" TO PROVIDE CLEAR REGULATIONS REGARDING USE OF CITY ELECTRONIC COMMUNICATION EQUIPMENT; RENUMBER SECTION 5, ENTITLED "MODIFICATION OF CITY PROPERTY"; TO CREATE SECTION 6 ENTITLED "PRIVACY ADVISORY" TO CLARIFY CITY PRIVACY POLICY.

MOTION: Motion by Reid, seconded by Kennedy, to adopt Resolution 07-027.

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

**PUBLIC HEARING – ZC-2-07 – ZONE CHANGE AT 3514 N. FRUITLAND**

**LANE:** Mayor Bloem read the rules of order for this quasi-judicial public hearing. No conflict of interest was declared by any Council member. Associate Planner John Stamosos gave the staff report. Mr. Stamosos indicated that the property is located at 3514 North Fruitland Lane, just north of Neider Avenue, east of Highway 95, and west of Fruitland lane. The request is for two different zoning districts – C-17 and R-12. The zoning at this time is MH-8. The property is a 3 ½ acre parcel. Mr. Stamosos went on to give the staff analysis for land use, zoning, utilities, and traffic/streets. He reported that the Planning Commission heard and approved the request on February 13, 2007, by a 4-0 vote. There were conditions that were requested and approved by the planning commission. He stated that the Comprehensive Plan for this area is “transition.” Highway 95 designated as a high intensity corridor where commercial use is encouraged as well as high density residences. He noted that 76 notices of this public hearing were mailed to all property owners of record within 300’ of the subject property, with 4 responses being received, one in favor, and 3 opposed. Written comments were distributed for Council review.

**PUBLIC COMMENTS:** Dick Stauffer, 4144 French Gulch, spoke in support of the zone change. He stated that he understands the need to protect established neighborhoods from commercial development, but the property is also Highway 95 frontage and is, therefore, not suitable for residential development. There are three issues: (1) access – the adjacent property owners have come to an agreement to allow appropriate approved access on Neider. It has been reviewed by the engineering department and still needs to be formalized. The second issue is that the stable, established mobile home park needs to be protected. They are providing a vegetative buffer, fence, and trees. The third issue is that the residential activity fronts on Fruitland Avenue. The R-12 portion would be about 150 feet deep, which would be a typical residential situation and would probably be appropriate for about three 4-plexes. This would allow underutilized and undeveloped property to be utilized. Mr. Stauffer further stated that the primary commercial traffic would be on Neider.

**MOTION:** Motion by Reid, seconded by Hassell, to approve the requested zone change at 3514 N. Fruitland Lane and to adopt the Findings and Order of the Planning, with the exception that that the conditions suggested by the Planning Commission be modified as follows: Condition #'s 1-4, and 6 are adopted, but Condition #5 is modified to require that the north property line have a 6 foot fence and a 5 foot vegetative buffer.

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

**PUBLIC HEARING – A-1-07 – ANNEXATION AND ZONING AT 7677 N.**

**RAMSEY ROAD:** Mayor Bloem read the rules of order for this public hearing. John Stamosos, Associate Planner, gave the staff report. Mr. Stamosos noted that the property location is 7677 N. Ramsey Road and the request is for R-8 zoning. The land consists of approximately 5.19 acres. Mr. Stamosos went on to give the staff analysis for land use,

zoning, utilities and traffic/streets. The area is a “transition” area according to the Comprehensive Plan. Six notices were mailed out to adjacent property owners on March 2<sup>nd</sup>, with no responses being received. No conditions were recommended by the Planning Commission.

Councilman McEvers questioned the use of the Hayden Lake Irrigation District and Coeur d’Alene city sewer. Mr. Stamsos explained that the city requires the developer to provide a letter from the Hayden Lake Irrigation District stating that they can adequately serve the property and that the infrastructure would be built to city standards.

**PUBLIC COMMENTS:** Carey Hagen, Tate Engineering, 15940 W. Summerfield, Post Falls, asked for questions from Council. Councilman Hassell stated that the original documents that were submitted indicated that townhomes were to be built on the property and that it appears now that single family residences will be built. Mr. Hagen responded that single family residences appear to work better for this subdivision and they are not proposing townhome units at this time. Councilman Kennedy asked if the developer intended to continue the bike path up Ramsey Road heading north. Mr. Stamsos responded that those issues would be discussed by the Planning Commission next month during their preliminary plan phase.

Sean McCoy, 2028 Twinkling Star, Post Falls stated that the decision to build single family residences was based upon the market. They are looking at homes in the \$200,000 range based upon the median income in the area. In regard to the bike path, Lakes Highway District required that they give up 30 or 50 feet on Ramsey road to accommodate the new 5 lanes and the bike path.

Matt Smith, 702 Shoreline Court, Post Falls, went on record in favor of the zoning change, but did not wish to testify.

James Smith, 5163 E. Shoreline Drive, Post Falls, went on record in favor of the zoning change, but did not wish to testify.

**MOTION:** Motion by Reid, seconded by McEvers, to approve the requested annexation and zoning, to adopt the Findings and Order of the Planning Commission, and to direct staff to negotiate an annexation agreement.

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

**EXECUTIVE SESSION:** Motion by Reid, seconded by Kennedy, to enter into Executive Session as provided by Idaho Code 67-2345 SUBSECTION F: To consider and advise its legal representatives in pending litigation or where there is a general public awareness of probable litigation.

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

The Council entered into Executive Session at 8:15 p.m. Those present were the Mayor, City Council, City Administrator, and City Attorney. Matters discussed were those of pending litigation.

No action was taken and the Council returned to regular session at 8:37 p.m.

**MOTION:** Motion by Hassell, seconded by Kennedy, to take no action the Tourmey claim. All in favor. Motion carried.

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

The meeting adjourned at 8:37 p.m.

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Sandi Bloem, Mayor

ATTEST:

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Amy C. Ferguson, Deputy City Clerk

RESOLUTION NO. 07-028

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 AWARD OF BID AND APPROVAL OF A CONTRACT WITH UNITED PUMP AND DRILLING FOR THE 4<sup>TH</sup> STREET WELL REHABILITATION PROJECT. APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH JUB ENGINEERS, INC. FOR CONSTRUCTION OBSERVATION FOR THE RAMSEY ROAD RECONSTRUCTION PROJECT; APPROVAL OF S-1-05M FINAL PLAT APPROVAL WITH SUBDIVISION IMPROVEMENT AGREEMENT FOR RIVERSTONE WEST 1<sup>ST</sup> ADDITION; AND APPROVAL OF (2) SUNSHINE MEADOWS PARK AGREEMENT AND RELEASES WITH ACI AND PRAIRIE FALLS, LLC.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "1 through 4" and by reference made a part hereof as summarized as follows:

- 1) Award of Bid and Approval of a Contract with United Pump and Drilling for the 4<sup>th</sup> Street Well Rehabilitation Project.
- 2) Approval of a Professional Services Agreement with JUB Engineers, Inc. for Construction Observation for the Ramsey Road Reconstruction Project;
- 3) Approval of S-1-05M Final Plat Approval with Subdivision Improvement Agreement for Riverstone West 1<sup>st</sup> Addition;
- 4) Approval of (2) Sunshine Meadows Park Agreement and Releases with ACI and Prairie Falls, LLC;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 4" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 3<sup>rd</sup> day of April, 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 GOODLANDER Voted \_\_\_\_\_

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

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

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

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

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

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** April 3<sup>rd</sup>, 2007  
**FROM:** Terry Pickel, Assistant Water Superintendent  
**SUBJECT:** 4<sup>th</sup> Street Well Rehabilitation Project

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**DECISION POINT:** Staff requests that Council authorize bid award to United Pump and Drilling as sole bidder for rehabilitation of the pump at the 4<sup>th</sup> Street Well.

**HISTORY:** The 4<sup>th</sup> Street well was originally hand dug in early 1960 to a depth of 210 feet with a production capacity of nearly 1500 gpm. The well was been subsequently deepened and several upgrades to the pump have been completed from 1968 through 1989 to increase production from the original 1500 gpm to nearly 3600 gpm as growth occurred in the northern part of the city and water demand dramatically increased. The pump was last removed in 1995 due to a taste and odor problem and a rubber packer was installed to seal off the upper water bearing zone in an attempt to remedy this problem. Production capacity was significantly reduced to approximately 2000 gpm as a result. Since then, the rubber packer has been deflated for the past several years and there have been no additional taste or odor problems encountered. However the pump no longer has a production capacity of more than 2000 gpm. The pump bowls were originally installed in 1970 and were rebuilt with the subsequent changes.

**FINANCIAL ANALYSIS:** The Water Department has budgeted \$60,000 through the operations and maintenance budget and no additional engineering services were required for this project. The sole bid received is for the amount of \$54, 896.29 excluding packer replacement. If the new packer is required, a change order in the bid amount of \$4,839.00 would be requested with a credit of \$300.00 under the base bid schedule.

**PERFORMANCE ANALYSIS:** Staff proposes to increase the pumping capacity from the current 2000 gpm to 3000 gpm with the planned rehabilitation project. The project will include the replacement of the old steel pump shaft with new stainless steel shafts, a new set of pump bowls capable of a minimum of 3000 gpm and repairs to the 400 Hp motor. The rubber packer will be re-installed if it is in good shape or replaced under the alternative bid if deteriorated. This will ensure that if any problems do occur, we can still control the situation. The bid specifications clearly state that no removal work on the well shall commence until all new proposed equipment is delivered on site. Once removal is approved to begin, staff anticipates that the project should be complete within 45 days barring any unanticipated problems such as damaged or defective existing equipment or materials.

**QUALITY OF LIFE ANALYSIS:** The proposed increased production capacity will be extremely beneficial to the General Zone during the peak summer pumping season as it will enhance the current capacity by an additional 1.4 million gallons per day. We do not anticipate any additional taste and odor problems but are taking the necessary steps to ensure that this will not be a future problem.

**REQUESTED ACTION:** Staff requests that the Council approve award of the bid for the 4<sup>th</sup> Street Well Rehabilitation Project to United Pump and Drilling as the sole successful bidder for the contract sum of \$54,896.29.

## CONTRACT

THIS CONTRACT, made and entered into this 3<sup>rd</sup> day of April, 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 **UNITED PUMP AND DRILLING**, 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 **3125 W. Hayden Ave. Hayden, ID 83835**, hereinafter referred to as the "**CONTRACTOR**",

W I T N E S S E T H:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the **4<sup>th</sup> St. Well Rehabilitation Project** in Coeur d'Alene, 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 remove, rehabilitate, and reinstall the 4<sup>th</sup> St. Well pump 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 Water Superintendent of the City of Coeur d'Alene, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall take all appropriate measures as required by law and agreement of the parties to prevent injury or property damage. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from **CONTRACTOR's** acts or omissions in performance of this contract. The **CONTRACTOR** shall purchase and maintain insurance of the type and the amount specified in the Contract Documents. Certificates of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policies shall be filed in the office of the City Clerk.

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

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

The **CITY** shall pay to the **CONTRACTOR** for the work, services and materials herein provided to be done and furnished by it, an amount not to exceed **Fifty Four Thousand Eight Hundred Ninety Six and 29 /100 Dollars (\$54,896.29)** as hereinafter provided. 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 **forty five (45)** calendar days. The Contract time shall commence within 10 days of the Notice to Proceed issued by the City herein. The Contract work shall be completed no later than **June 15<sup>th</sup>, 2007**.

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 \$250.00 per calendar day, which sums shall not be construed as a penalty.

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

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

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.

2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
  
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him 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 a part of this contract.

For the faithful performance of this contract in accordance with the plans and specifications and payment for all labor and materials, the **CONTRACTOR** shall execute good and sufficient performance bond and payment bond 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" are defined in Section 2 of the Contract Documents, entitled "Standard General Conditions of the Construction Contract."

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,**

**CONTRACTOR:  
UNITED PUMP AND DRILLING**

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

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



# CITY COUNCIL STAFF REPORT

**DATE:** March 26, 2007  
**INITIATED BY:** Richard Suchocki, Project Manager  
**SUBJECT:** Approval of Construction Management Agreement

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## DECISION POINT

Staff is requesting City Council to approve the Professional Services Agreement with J U B Engineers for construction management services on Ramsey Road.

## HISTORY

The Ramsey Rd Reconstruction project is a joint construction project with Lakes Highway District. The north 960 feet of the project is in their jurisdiction. J U B Engineers was hired by Lakes Highway District to design this portion of the project. Since J U B was already involved with the project, the City's legal department concurred that our portion of the project could be added as an additional phase of the construction. That being the case, it was not necessary to go through a selection process for construction management services.

## FINANCIAL ANALYSIS

The total cost for construction management services including as-builts after construction is \$92,000.00. Lakes Highway District will contribute \$17,480.00 for their portion of the services. The City's portion will be covered by impact fees.

## PERFORMANCE ANALYSIS

Using the same engineering firm to inspect the entire project will provide consistency in the completed construction of Ramsey Rd.

## SUMMARY / RECOMMENDATION

Staff recommends a motion to approve the Professional Services Agreement with J U B Engineers for construction management services.

PROFESSIONAL SERVICES AGREEMENT  
between  
CITY OF COEUR D'ALENE  
and  
J. U. B. ENGINEER'S INC.  
for  
CONSTRUCTION OBSERVATION RAMSEY RD RECONSTRUCTION

THIS Agreement, made and entered into this 20TH day of March, 2007, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and J. U. B. Engineer's Inc., an corporation, with its principal place of business at 7825 Meadowlark Way Coeur d'Alene Idaho 83815, hereinafter referred to as the "Consultant,"

WITNESSETH:

Section 1. Definition. In this agreement:

- A. The term "City" means the city of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.
- B. The term "Consultant" means J. U. B. Engineer's Inc.
- C. The term "Mayor" means the mayor of the city of Coeur d'Alene or his authorized representative.

Section 2. Employment of Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

Section 3. Scope of Services.

- A. The Consultant shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A".
- B. Area Covered: The Consultant shall perform all the necessary services provided under this Agreement respecting the tasks set forth in the Scope of Services.

Section 4. Personnel.

- A. The Consultant represents that it has or will secure at its own expense all personnel required to perform its services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

B. All of the services required hereunder will be performed by the Consultant or under his direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

C. The Consultant agrees to maintain Workmen's Compensation coverage on all employees, including employees of subcontractors, during the term of this Agreement as required by Idaho Code Section 72-101 through 72-806. Should the Consultant fail to maintain such insurance during the entire term hereof, the Consultant shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Consultant 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.

Section 5. Time of Performance. The services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed within Sixty (60) days thereafter. DRB  
The period of performance may be extended for additional periods only by the mutual written agreement of the parties. 3-16-07

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant the total sum of Ninety Two Thousand Dollars and NO/100 (\$92,000).

B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties. The parties understand and agree that, except as otherwise provided in this Section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 7. Method and Time of Payment. The City will pay to the Consultant the amount set forth in Section 6 which shall constitute the full and complete compensation for the Consultant's professional services. That sum will be paid <sup>ON A MONTHLY BASIS</sup> within thirty (30) days after completion of all work and approval of all work by the City, and receipt of a billing submitted to the City. Such billings shall reflect the total work performed and approved, to date. DRB 3-16-07

Section 8. Termination of Agreement for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall

at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 9. Termination for Convenience of City. The City may terminate this Agreement at any time by giving thirty (30) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 8 above shall, at the option of the City, become its property.

Section 10. Modifications. The City may, from time to time, require modifications in the scope of services of the Consultant to be performed under this Agreement. The type and extent of such services cannot be determined at this time; however, the Consultant agrees to do such work as ordered in writing by the City, and the City agrees to compensate the Consultant for such work accomplished by written amendment to this Agreement.

Section 11. Equal Employment Opportunity.

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subconsultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require.

Section 12. Interest of Members of City and Others. No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly,

interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 13. Assignability.

A. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

B. The Consultant shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

Section 14. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

Section 15. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

Section 16. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 17. Audits and Inspection. This Agreement anticipates an audit by the city of Coeur d'Alene, and infrequent or occasional review of Consultant's documents by City staff. During normal business hours, there shall be made available for examination all of the Consultant's records with respect to all matters covered by this Agreement and will permit representatives of the City to examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoiced materials, payrolls, records, or personnel conditions of employment, and other data relating to all matters covered by this Agreement.

Section 18. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur

d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

Section 19. Non-Waiver. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

Section 20. Permits, Laws and Taxes. The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement. All actions taken by the Consultant under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

Section 21. Relationship of the Parties. The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

Section 22. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 23. City Held Harmless.

A. The Consultant shall save, hold harmless, indemnify, and defend the City, its officers, agents and employees from any liability arising out of the acts, errors, omissions, or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from Consultant's performance of this Agreement in any way whatsoever.

B. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents, and employees from and against any and all damages or liability arising out of the Consultant's professional acts, errors, and omissions, including costs and expenses for or on account of any and all legal actions claims of any character resulting from injuries or damages sustained by persons or property arising from Consultant's professional performance of this Agreement.

Section 24. Notification. Any notice under this Agreement may be served upon the Consultant or the City by mail at the address provided in Section 1 hereof.

Section 25. Special Conditions. Standard of Performance and Insurance.

A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage 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 Chapter 9, Title 6, Section 24 of the Idaho Code.

B. The Consultant shall obtain and maintain auto liability insurance in the amount of \$500,000.00 for the duration of the project.

C. Prior to work under this Agreement, the Consultant shall furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide cancellation notice information that assures at least thirty (30) days written notice to the City prior to cancellation of the policy for any reason.

IN WITNESS WHEREOF, this Agreement executed the day and year first written above.

CITY OF COEUR D'ALENE

JUB ENGINEERS, Inc.

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

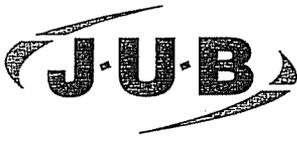
By Dale R Baympe  
Its Vice President

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Name/Title



January 22, 2007

Mr. Dick Suchoki, Project Manager  
City of Coeur d'Alene  
710 Mullan Ave.  
Coeur d'Alene, ID 83814

Re: Ramsey Road Reconstruction Project - Construction Observation Proposal — Revised

Dear Dick:

The Ramsey Road Reconstruction project is a joint effort between the City of Coeur d'Alene and Lakes Highway District. This project improves the last remaining stretch of Ramsey Road south of Prairie Avenue and paves the way for future development. The following proposal provides a brief overview of the project and outlines our responsibilities and fee structure. J-U-B has been involved with numerous projects for both the City of Coeur d'Alene and Lakes Highway District over the years and has the resources to make this a successful project for both entities.

The Improvement Plans include designs from both the City of Coeur d'Alene and Lakes Highway District. Over 4,900 linear feet of road will be reconstructed from Hanley Avenue to Prairie Avenue as well as approximately 3,700 linear feet of water main and 2,600 linear feet of sewer main. Street illumination, a bike path, and traffic signal inter-tie conduit is also included in various portions of the project. This Proposal provides Construction Observation fees for the entire project.

Responsibilities of the Construction Observer include the following:

- Utility Observation, including placement, bedding, backfill, compaction testing, and monitoring of all pressure testing with City staff.
- Roadway Observation, including sub-grade preparation; curb placement; placement of ballast, base, and paving; and compaction testing at each stage.
- Observation of swale/drywell construction.
- Bike Path Observation, including sub-grade, base, paving, and compaction testing at each stage.
- Observation of conduit installation and street light foundations.
- Collection of truck tickets for base, ballast, and paving.
- Compilation of As-built Plans for each agency (includes drafting and field survey resources).
- Submit weekly observation reports to both agencies.
- Proctor and gradation testing will be the Contractor's responsibility.
- Construction staking will be the Contractor's responsibility.



In addition to the basic observation tasks noted above, the Construction Observer provides the following Construction Management duties:

- Attends weekly construction meetings
- Reviews Contractor requests for payment
- Provides communication link between the Contractor and Owner
- Communicates with adjacent property owners
- Identifies field issues and suggests potential solutions to Owner
- Reports to appropriate agency representative as needed

The role of our Observers goes far beyond observing the Contractor's work in accordance with the Contract Documents. Construction Observers are the eyes and ears of the Owner and provide a vital communication link between not only the Contractor and the Owner but with adjacent property owners as well. They are the last quality control check. Our Observers constantly look ahead for potential issues and develop solutions before they become real problems. This saves time and money.

J-U-B will provide Construction Observation for the project based upon the scope presented on a Time and Materials basis not to exceed \$92,000. This fee is based on the following:

- A 120-calendar-day contract duration with a 40-hour work week
- One full-time Observer for the contract duration and an additional 30 man-days for a second Observer during water and sewer installation
- Preparation of Record Drawings

Construction Observation for exceeding 40 hours in any week will be billed at a rate of \$97.00 per hour. Construction Observation exceeding the 120 calendar days will be billed at \$82.00 per hour for work less than or equal to 40 hours per week and \$97.00 per hour for work over 40 hours per week.

Please let me know if you have any questions. We look forward to joining the team and doing our part to make this another successful project for the City of Coeur d'Alene.

Sincerely,

J-U-B ENGINEERS, Inc.

A handwritten signature in black ink that reads "Dale R. Baune P.E.". The signature is written in a cursive style with a large initial 'D'.

Dale R. Baune, P.E.

DRB:bh

**CITY COUNCIL  
STAFF REPORT**

**DATE:** April 3, 2007  
**FROM:** Christopher H. Bates, Project Manager   
**SUBJECT:** Riverstone West 1<sup>st</sup> Addition, Final Plat, Subdivision Improvement Agreement and Security Approval

---

**DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat document, a 15 lot commercial development.
2. City Council approval of the subdivision agreement and security.

**HISTORY**

- a. Applicant: Bryan Stone  
Riverstone West, LLC  
104 S. Division Street  
Spokane, WA 99202
- b. Location: West of Northwest Blvd, south of Seltice Way (Old Central Pre-Mix site).
- c. Previous Action:
  1. November 2004, City Council approved the annexation of the subject property.
  2. April 2006, City Council approval of Riverstone West final plat.

**FINANCIAL ANALYSIS**

The developer is furnishing security in the amount of \$26,145.00, and, naming the City of Coeur d'Alene as the recipient to cover the cost of the installation of the required outstanding public improvements should he default on their installation.

**PERFORMANCE ANALYSIS**

The developer has installed the majority (+/-95%) of the required public improvements and is entering into a subdivision agreement and installing security to cover the outstanding items for this second phase of the multi phase commercial development. The developer has agreed to have the installation of the remaining items completed by July 1, 2007.

**DECISION POINT RECOMMENDATION**

1. Approve the final plat document.
2. Approve the subdivision agreement and accompanying security.

## AGREEMENT TO PERFORM SUBDIVISION WORK

THIS AGREEMENT made this \_\_\_\_ day of April, 2007, between the Riverstone West, LLC, a Washington limited liability company, whose address is 104 S. Division Street, Spokane, WA, 99202, with Bryan Stone as Member, hereinafter referred to as the "**Developer**," and the **City of Coeur d'Alene**, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 Mullan Avenue, Coeur d'Alene, ID, 83814, hereinafter referred to as the "**City**,"

WHEREAS, the City has approved, subject to completion of the required improvements, the Riverstone West First Addition, a commercial subdivision in Coeur d'Alene consisting of fifteen (15) buildable lots, and, three tracts (A, B, & C), situated in the northeast quarter of Section 10, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho, and has agreed that the final plat may be recorded; NOW, THEREFORE,

### IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: concrete sidewalk, drainage swales (grassed infiltration areas), pavement striping, street sign installation, curb drop aprons and centerline monumentation as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 1<sup>st</sup> day of July, 2007. Said improvements are more particularly described on the subdivision improvement plans entitled "Riverstone – Riverstone Drive/ John Loop / Tilford Lane – Phase 2", dated September 21, 2006, stamped by Carey Hagen, PE, #9722, on file in the City Engineer's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, a Letter of Credit or other form of security that is acceptable to the City Attorney, in the amount of Twenty Six Thousand One Hundred Forty Five and No/100 Dollars (**\$26,145.00**) securing the obligation of the Developer to complete the subdivision improvements referred to herein. The term of the security shall extend at least one year beyond the time within which the improvements are to be completed as provided herein, and a copy of such security is marked Exhibit "A" attached hereto and by reference made a part hereof. The security shall provide that upon failure of the Developer to complete the improvements within the time herein provided, the City may demand the funds represented by the security and use the proceeds thereof to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any and all costs that exceed the posted security for the public improvements noted herein.

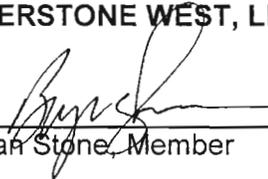
The Parties further agree that the City has utilized substantial staff time to prepare the agreement that will benefit the Developer's. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be in the amount of Twenty Five and No/100 Dollars (\$25.00).

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

**CITY OF COEUR D'ALENE**

**RIVERSTONE WEST, LLC**

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

  
\_\_\_\_\_  
Bryan Stone, Member

ATTEST:

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

Gary Van Assen  
Senior Vice President & Regional Manager

March 27, 2007

City of Coeur d'Alene  
City Engineering Department  
C/o Gordon Dobler  
710 E. Mullan Ave.  
Coeur d'Alene, ID 83814

Re: Riverstone West, LLC – “Set-aside”  
(Riverstone West First Addition)

We hereby authorize the City Engineering Department of the City of Coeur d'Alene, Idaho (Beneficiary) to draw on Washington Trust Bank for the account of Riverstone West, LLC, a Washington Limited Liability Company, whose address is 104 South Division Street, Spokane, Washington 99202-1562. Said draw shall not exceed United States funds in the amount of Twenty-six Thousand One Hundred Forty-Five and No/100 Dollars (U.S.\$26,145.00). This sum has been set-aside in Account #230857-11682 and made available upon receipt of your letter on the City of Coeur d'Alene's letterhead and accompanied by the following documents:

- 1) Beneficiary's signed statement certifying that Riverstone West, LLC has failed to comply with the terms and conditions of the Agreement to Perform Subdivision Work dated April 4, 2006 between Riverstone West, LLC and the City of Coeur d'Alene, and that the drawn amount represents monies due to the City of Coeur d'Alene.
- 2) Partial draws are permitted.

Requests for draws under this set-aside should be in writing outlining the specific terms and conditions that Riverstone West, LLC has failed to comply with and the dollar amount to be drawn. Request should be addressed to:

Gary Van Assen  
Senior Vice President and Regional Manager  
Washington Trust Bank  
Income Property Department  
P.O. Box 2127  
Spokane, WA 99210-2127

Upon release of the above existing set-aside, the terms of the new set-aside shall be duly honored on due presentation to Washington Trust Bank for the full term of the Agreement to Perform Subdivision Work dated April 4, 2006. A complete copy of this Agreement will be provided to the Bank upon final approval by the City of Coeur d'Alene.

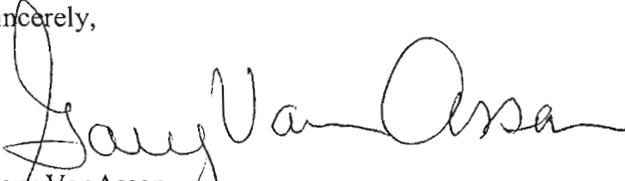
*gvanassen@watrust.com*  
Income Property Department

Washington Trust Financial Center  
P.O. Box 2127, Spokane, Washington 99210-2127

(509) 353-3822  
Fax (509) 354-1709

This set aside will be released only upon written authorization from the City of Coeur d'Alene. In the event of default by Riverstone West, LLC, the Bank will send written notification via certified and regular mail to the City of Coeur d'Alene, care of the City Clerk, at the above address at least thirty (30) days prior to the effective date of the cancellation of the line of credit.

Sincerely,



Gary VanAssen  
Senior Vice President and Regional Manager  
Income Property Department

cc: Riverstone West, LLC

Accepted by:

The City of Coeur d'Alene

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

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

## STAFF REPORT

DATE: March 27, 2007

FROM: Michael C. Gridley, City Attorney

SUBJECT: Sunshine Meadows Park Agreement and Release with ACI and Prairie Falls, LLC

---

### **DECISION POINT:**

Whether the city should approve the Agreements and Releases for Sunshine Meadows Park

### **HISTORY:**

The Annexation Agreement regarding the Sunshine Meadows subdivision provided that the developer would donate land to the city for a park. During the development of the subdivision, structural fill material was removed from the park site and the site was reconstructed using other material. The reconstruction was supervised by geotechnical engineers, however the city requested a five year warranty from ACI that would protect the city from any settling or drainage problems. In addition, Prairie Falls LLC would like to complete the donation of the park site and is contributing \$2,500 to the city to be used for planning the new park.

### **FINANCIAL ANALYSIS:**

The city will receive approximately 2 acres of park land, \$2,500 and a five year warranty against settling or drainage problem in exchange for a release of any claims against ACI and Prairie Falls LLC.

### **PERFORMANCE ANALYSIS:**

Approval of these agreements will allow the city to accept the donation of the land and money for the planning of the park. Parks Director Doug Eastwood has approved these Agreements and Releases.

### **DECISION POINT/RECOMMENDATION:**

Staff recommends that Council approve the Agreements and Releases regarding Sunshine Meadow Park.

SUNSHINE MEADOWS PARK AGREEMENT AND RELEASE

THIS AGREEMENT, made and dated this 13 day of March, 2007, by and between the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter termed the "City," and **ACI**, a corporation organized pursuant to the laws of the State of Idaho, with its address at 6600 N Government Way, Coeur d'Alene, Idaho 83815, hereinafter referred to as the "ACI".

WITNESSETH:

WHEREAS, ACI performed excavation and fill work for Prairie Falls LLC on a parcel of land in the Sunshine Meadows subdivision that Prairie Falls LLC wishes to donate to the City for use as parkland, said property being more particularly described in Exhibit "A" attached hereto (hereinafter referred to as "the Property") and incorporated herein by reference into the substantive portion of this agreement; and

WHEREAS, the excavation and fill work done by ACI disrupted the surface and subsurface of the Property and created the possibility of the soil settling or creating drainage problems on the Property; and

WHEREAS, both parties are desirous of seeing the Property developed into parkland and also to mutually release all claims that the respective parties may have against each other due to the disruption and reconstruction of the Property; NOW, THEREFORE,

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

ARTICLE I: LEGAL DESCRIPTION

Section 1. Legal Descriptions: The Property is approximately 2.4 acres and is located in the Sunshine Meadows subdivision, and is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

ARTICLE II: WARRANTY AND REPAIR OF PROPERTY

Section 1. For a period of five years from the execution of this agreement, ACI agrees to repair and correct all settling problems and/or drainage problems on the Property caused or contributed to by ACI's disruption of the surface and subsurface of the Property. ACI will repair and correct all problems within thirty days of the receipt of written notice of the problems from the City.

Section 2. ACI further agrees that it will warranty and repair any park structure constructed by ACI against damage caused by settling and will repair all damage to any structure caused by settling caused or contributed to by ACI's disruption of the surface and subsurface of the Property for a period of five years following the installation of the structure. Structure includes any structure constructed by ACI, but is not limited to basketball court, picnic shelter, parking lot, concrete and asphalt slabs, walkways, foundations and toilets.

ARTICLE III: MUTUAL RELEASE

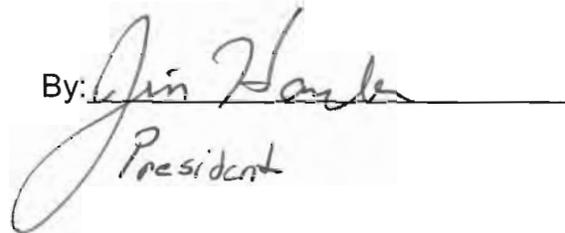
Section 1. Mutual Release: As consideration for the promises recited herein, and for other good and valuable consideration hereby received, the parties mutually agree to release each other of and for any claims or causes of action arising from the disturbance and reconstruction of the Property.

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

CITY OF COEUR D'ALENE

ACI

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

By:  \_\_\_\_\_  
President

ATTEST:

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



**QUITCLAIM DEED**

PRAIRIE FALLS DEVELOPMENT LIMITED LIABILITY COMPANY, an Idaho limited liability company, whose address is c/o Tomlinson Black North Idaho, 1400 Northwood Center Court, Coeur d'Alene, ID 83814, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM, unto the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814, as GRANTEE, and to GRANTEE'S HEIRS and assigns forever real property located in Kootenai County, Idaho more particularly described as, Tract A, Sunshine Meadows 4<sup>th</sup> Addition as recorded in Book J of Plats at pages 104 & 104A-104C, Records of Kootenai County, Idaho

TOGETHER with any and all after acquired title.

12<sup>th</sup> IN WITNESS WHEREOF, the said GRANTORS have hereunto set their hand this day of March, 2007.

PRAIRIE FALLS DEVELOPMENT, LLC

By: *Timothy A. Mueller*  
TIMOTHY A. MUELLER, Managing Member

STATE OF IDAHO                    )  
  ) ss.  
County of Kootenai                )

On this 12<sup>th</sup> day of March, 2007, before me, the undersigned, a Notary Public for said state, personally appeared TIMOTHY A. MUELLER, known to me or identified to me to be one of the managing members in the limited liability company of PRAIRIE FALLS DEVELOPMENT LIMITED LIABILITY COMPANY, and the managing member who subscribed the company name to the foregoing instrument, and acknowledged to me that he executed the same in the company name.

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

*Steven C. Wetzel*  
Notary for the state of Idaho  
My Commission Expires. 5-4-11



s:\files\prairie falls\sunshine meadow\4th addition\quitclaim deed prairie falls dev.to cda.tract a. 3-09-07.doc

EXHIBIT "4"

ORIGINAL

SUNSHINE MEADOWS PARK AGREEMENT AND RELEASE

THIS AGREEMENT, made and dated this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter termed the "City," and **Prairie Falls LLC**, a limited liability corporation organized pursuant to the laws of the State of Idaho, with its address at 1400 Northwood Center Court, Coeur d'Alene, Idaho 83814, hereinafter referred to as the "Owner".

WITNESSETH:

WHEREAS, the Owner owns a parcel of land in the Sunshine Meadows subdivision that the Owner wishes to donate to the City for use as parkland, said property is more particularly described in Exhibit "A" attached hereto (hereinafter referred to as "the Property") and incorporated herein by reference into the substantive portion of this agreement; and

WHEREAS, the City Parks Department is willing to accept the Property if additional consideration is provided to facilitate the design and planning of the park; and

WHEREAS, Owner and City recognize that the surface and subsurface of the property have been disrupted and then reconstructed; and

WHEREAS, both parties are desirous of seeing the parkland developed and also to mutually release all claims that the respective parties may have against each other due to the disruption and reconstruction of the parkland; NOW, THEREFORE,

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

ARTICLE I: LEGAL DESCRIPTION

Section 1. Legal Descriptions: The Property to be donated to the City is approximately 2.4 acres and is located in the Sunshine Meadows subdivision, and is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

ARTICLE II: DONATION OF PROPERTY

Section 1. The Owner agrees to donate the Property to the City and the City agrees to accept the Property from the Owner and to develop it as parkland.

Section 2. The parties mutually agree that this donation of the property fully satisfies the donation of property required in Article VI of the Annexation Agreement between the parties.

ARTICLE III: FEES

Section 1. Design Fees: Owner agrees to provide specific consideration to the City's Parks Department, in the amount of Two Thousand Five Hundred dollars (\$2,500), to be used for a park planning charrette with the residents of Sunshine Meadows

ARTICLE IV: MISCELLANEOUS

Section 1. Park Development Schedule: The parties agree that the Sunshine Meadows Park will receive high priority consideration for design and development following the completion of the City's Park Master Plan project.

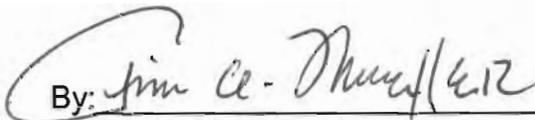
Section 2. Mutual Release: As consideration for the promises recited herein, and for other good and valuable consideration hereby received, the parties mutually agree to release each other of and for any claims or causes of action arising from the disturbance, reconstruction and donation of the property.

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

CITY OF COEUR D'ALENE

PRAIRIE FALLS LLC

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

By:   
Tim A. Mueller, Managing Partner

ATTEST:

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

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

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

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

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

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 12<sup>th</sup> day of MARCH, 2007, before me, the undersigned, a Notary Public, personally appeared Tim A. Mueller known to me or identified to me to be one of the managing members in the limited liability company of PRAIRIE FALLS DEVELOPMENT, L.L.C., that executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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



  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Coeur d'Alene  
My Commission Expires: 5-4-11

**QUITCLAIM DEED**

PRAIRIE FALLS DEVELOPMENT LIMITED LIABILITY COMPANY, an Idaho limited liability company, whose address is c/o Tomlinson Black North Idaho, 1400 Northwood Center Court, Coeur d'Alene, ID 83814, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM, unto the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814, as GRANTEE, and to GRANTEE'S HEIRS and assigns forever real property located in Kootenai County, Idaho more particularly described as, Tract A, Sunshine Meadows 4<sup>th</sup> Addition as recorded in Book J of Plats at pages 104 & 104A-104C, Records of Kootenai County, Idaho

TOGETHER with any and all after acquired title.

12<sup>th</sup> IN WITNESS WHEREOF, the said GRANTORS have hereunto set their hand this day of March, 2007.

PRAIRIE FALLS DEVELOPMENT, LLC

By: *Timothy A. Mueller*  
TIMOTHY A. MUELLER, Managing Member

STATE OF IDAHO                    )  
  ) ss.  
County of Kootenai                )

On this 12<sup>th</sup> day of March, 2007, before me, the undersigned, a Notary Public for said state, personally appeared TIMOTHY A. MUELLER, known to me or identified to me to be one of the managing members in the limited liability company of PRAIRIE FALLS DEVELOPMENT LIMITED LIABILITY COMPANY, and the managing member who subscribed the company name to the foregoing instrument, and acknowledged to me that he executed the same in the company name.

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

*[Signature]*  
Notary for the state of Idaho  
My Commission Expires. 5-4-11



s:\files\prairie falls\sunshine meadow\4th addition\quitclaim deed prairie falls dev.to cda.tract a. 3-09-07.doc

# 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 \$ 332.31  
 Rec No \_\_\_\_\_  
 Date 03-26-2007  
 Date to City Council: 4-3-2007  
 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 type="checkbox"/>	Beer and Wine (Draft, canned and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input checked="" type="checkbox"/>	Transfer of ownership of a City license with current year paid	\$ <u>25.00</u>

→ Addition of liquor

Business Name	GREENBRIAR FOODS INC
Business Address	315 WALLACE AV
City State Zip	COEUR D'ALENE, ID 83814-2951
Business Contact	Telephone Number: 208 667-9660 Fax: 666.9126
Manager Name	KRIS / Bob McILVENNA
Manager Home Address	3113 N 7th, CDA
Manager Information	Social Security No. <u>522 64 5311</u> Date of Birth <u>1-2-50</u> Bob
Manager Contact	Telephone: 667 9660 Cell: 6593133 e-mail: ROBERTMCIUVENNA@HOTMAIL.COM
Manager Place of Birth	DULUTH, MN
License Applicant	GREENBRIAR FOODS INC
Filing Status (circle one)	Sole Proprietor <input checked="" type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> LLC <input type="radio"/> Other
Address of Applicant	315 WALLACE AV COEUR D'ALENE, ID 83814
Applicants Prior Address for past five years	SAME
Applicants Prior Employment for past 5 years	SAME

**CITY COUNCIL  
STAFF REPORT**

**DATE:** April 3, 2007  
**FROM:** Christopher H. Bates, Project Manager   
**SUBJECT:** Riverfront House, Final Plat Approval

---

**DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat document, a two (2) building, forty four (44) unit residential condominium development.

**HISTORY**

- a. Applicant: Roger A. Nelson  
River House Development, Inc.  
PO Box 3070  
Coeur d'Alene, ID 83816
- b. Location: Between Bellerive Lane and the Spokane River, at the terminus of Beebe Boulevard.
- c. Previous Action:
  1. January 2007, Preliminary approval by the CdA Planning Commission.

**FINANCIAL ANALYSIS**

There are no financial agreements attached to the approval of this condominium development.

**PERFORMANCE ANALYSIS**

The developer has previously installed the required public improvements with the underlying development, and, is now in the process of finalizing the plat document in order to initiate the sale of the units.

**DECISION POINT RECOMMENDATION**

1. Approve the final plat document.

# RIVERFRONT HOUSE

CONDOMINIUM PLAT  
 PROPOSED LOT 8, BLOCK 2, BELLERIVE SUBDIVISION, SECTION 10, TOWNSHIP 50 NORTH,  
 RANGE 4 WEST, BOISE MERIDIAN, IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

Book: \_\_\_\_\_  
 Page: \_\_\_\_\_  
 No. \_\_\_\_\_



### LEGEND

○ Found 5/8" Steel Pin with "Yellow Plastic Cap" marked "JUB ENGINEERS PLUS 4853."

### BASIS OF BEARING

FOR THE PURPOSES OF THIS SURVEY THE NORTHWEST CORNER OF LOT 14, BLOCK 2, BELLERIVE SUBDIVISION, KOOTENAI COUNTY, IDAHO, BEARS NORTH 39°48'19" EAST.



# PRELIMINARY

### SITE PLAN

LOT 14, BLOCK 2, BELLERIVE  
 SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST,  
 BOISE MERIDIAN, CITY OF COEUR D'ALENE,  
 KOOTENAI COUNTY, IDAHO



**JUB ENGINEERS, Inc.**

1005 Main Street, West  
 Coeur d'Alene, Idaho 83814  
 Phone: 208.762.8787

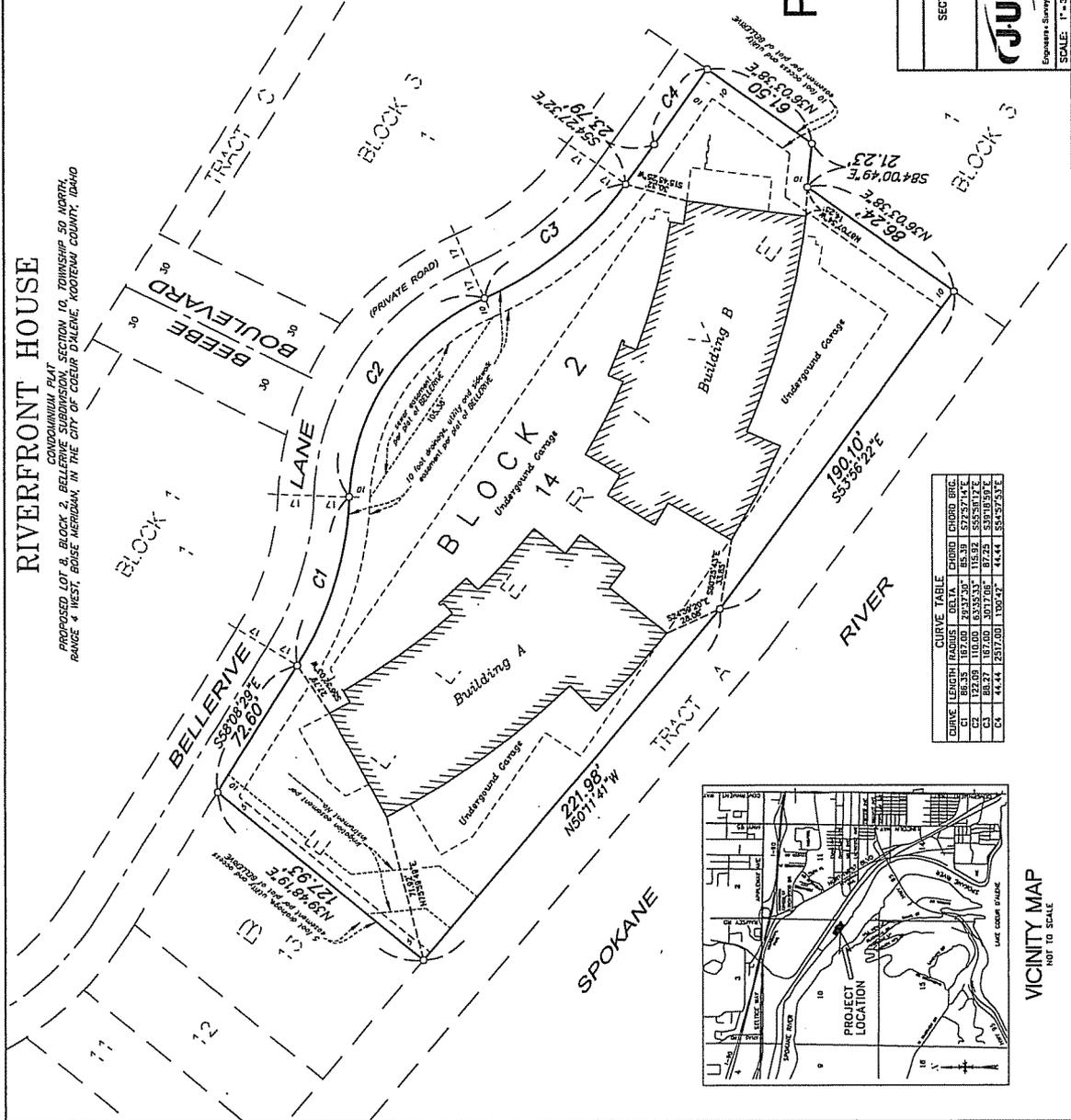
DWG NAME: 20-05-016-CP-DWG

DES: DR. J.H. CH. G.R. SHEET 1 OF 14

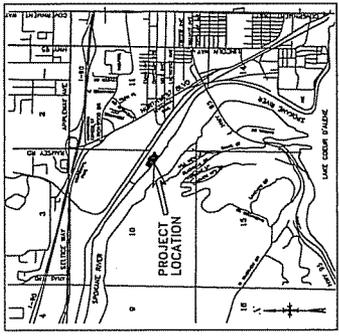
DATE: SEPTEMBER 2006 PROJECT NO.: 20-05-016

Engineers: Surveyors: Planners

SCALE: 1" = 30'



CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEG.	CHORD END
C1	65.24	100.00	43.533°	115.92	S55°51'12"E	S55°51'12"E
C2	88.27	187.00	30.710°	87.25	S30°18'30"E	S30°18'30"E
C3	44.44	257.00	13.927°	44.44	S44°57'53"E	S44°57'53"E



VICINITY MAP  
 NOT TO SCALE

**CITY COUNCIL  
STAFF REPORT**

**DATE:** April 3, 2007  
**FROM:** Christopher H. Bates, Project Manager   
**SUBJECT:** Elite Storage Plat, Final Plat Approval

---

**DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat document, a 44 unit commercial mini-storage condominium development.

**HISTORY**

- a. Applicant: Roger Glessner  
Inland NW Consultants, Inc.  
1296 E. Polston Avenue  
Suite "B"  
Post Falls, ID 83854
- b. Location: North side of Crawford Avenue, directly west of Government Way.
- c. Previous Action:
  1. October, 2005, preliminary plat approval by the CdA Planning Commission.

**FINANCIAL ANALYSIS**

There are no financial agreements attached to the approval of this commercial condominium development.

**PERFORMANCE ANALYSIS**

Approval of the final plat document and subsequent recordation will allow the developer to proceed with the marketing and sale of the individual storage units.

**DECISION POINT RECOMMENDATION**

1. Approve the final plat document.

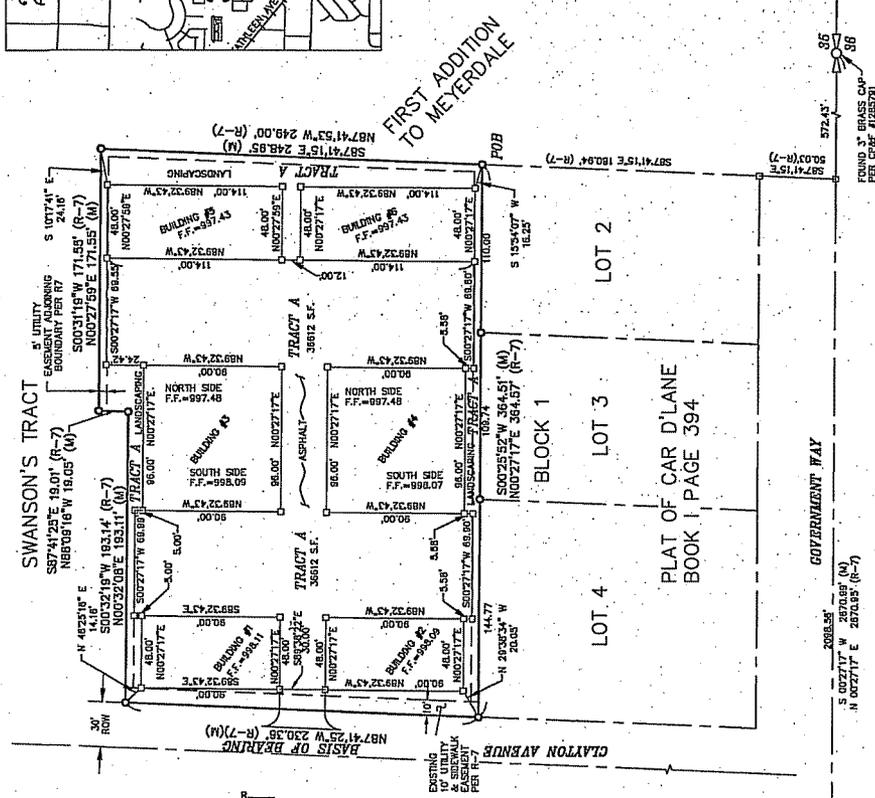
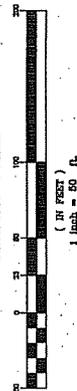
# ELITE CONDO STORAGE

BEING LOT 1, BLOCK 1, CAR D'LANE, BEING A PORTION OF SECTION 35, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

## LEGEND

- FOUND BY ME WITH CAP 1" = 1" DATA
- CALCULATED POINT FOUND NOTHING SET
- ⊕ SECTION CORNER
- ⊖ SECTION QUARTER CORNER

## GRAPHIC SCALE



VICINITY MAP  
NTS

## REFERENCES

- R-1. PLAT OF MEYERDALE FIRST ADDITION BY E.L. GERRISH, FILED IN BOOK "C" OF PLATS AT PAGE 3, RECORDS OF KOOTENAI COUNTY
- R-2. PLAT OF COEUR ADDITION BY JAMES D. LE PARO, FILED IN BOOK "E" OF PLATS AT PAGE 104, RECORDS OF KOOTENAI COUNTY
- R-3. PLAT OF COEUR FIRST ADDITION BY JAMES D. LE PARO, PLS 1316, FILED IN BOOK "E" OF PLATS AT PAGE 107, RECORDS OF KOOTENAI COUNTY
- R-4. RECORD OF SURVEY BY LARRY E. COMER, PLS 5720, FILED IN BOOK "10" AT PAGE 48, RECORDS OF KOOTENAI COUNTY
- R-5. PLAT OF HIGHWAY RIGHT OF WAY BY ROBERT W. AVON, PLS 818, FILED IN BOOK "H" AT PAGE "1", RECORDS OF KOOTENAI COUNTY
- R-6. RECORDS OF SURVEY BY SCOTT L. THOMAS, PLS 6603, FILED IN BOOK "20", AT PAGE 8, RECORDS OF KOOTENAI COUNTY
- R-7. PLAT OF CAR D'LANE BY EARL E. SANDERS, PLS 3914, FILED IN BOOK "1" OF AT PAGE 38, RECORDS OF KOOTENAI COUNTY



## NOTES

1. THERE WAS NO ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THE PROPERTY, OR SHOW ANY RECORDED ENCUMBRANCES, EXCEPT FOR THOSE THAT ARE SHOWN HEREON.

## BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS S 87°41'25" E ALONG THE SOUTH LINE OF LOT 1 BLOCK 1 PER R-7.



ENGINEERS  
SURVEYORS  
&  
PLANNERS



**Robert W. Avon**  
PHONES (208) 772-8170 • FAX (208) 772-2128  
• 1206 E. POLYSTON, SUITE B, POST FALLS, IDAHO •  
www.rwavn.com

ELITE CONDO STORAGE PLAT

CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DRAWN BY: [Name] DATE: 03-18-07 PLOT NO. F-141-L-100  
PROJECT: ELITE CONDO STORAGE PLAT SCALE: 1" = 50'

SHEET 1 OF 3



# CITY COUNCIL STAFF REPORT

**DATE:** April 3, 2007

**FROM:** Tim Martin, Street Superintendent

**SUBJECT:** **BID AWARD FOR A NEW RUBBER TRACKED EXCAVATOR**

---

## **DECISION POINT:**

Request Council acceptance of the low and responsive bid received for a new Rubber Tracked Excavator.

## **HISTORY:**

The Capital Outlay Summary included in the adopted 2006-2007 Financial Plan includes a new Rubber Tracked Excavator. The Stormwater Utility Capital Improvement summary identifies \$50,000.00 was set aside for this Excavator, with the Street Department to pick up one-third (1/3) of the cost. Estimated prices for the Excavator were \$75,000.00. The low responsive bid was \$72,000.00 submitted by Mid-Mountain Machinery Inc., Spokane Washington.

## **FINANCIAL ANALYSIS:**

The low bid of \$72,000 is below the budget estimate of \$75,000. \$50,000.00 is identified in Stormwater Capital Improvement plan. The Street Department has identified \$22,000.00 from the Sander Bodies replacement fund to complete the purchase. The Sander Bodies will move to the right and be reprogrammed into Capital Replacement Plan.

## **PERFORMANCE ANALYSIS:**

The Excavator offered has been analyzed and determined to meet our specifications. A delivery date has been specified as no later than 180 days after notice of award which will enable us to use this equipment next winter.

## **QUALITY OF LIFE ANALYSIS:**

This proposed purchase will allow us to be even more responsive to Stormwater needs. The flexibility for us to clean debris and sod out of city owned (responsibilities) swales is greatly improved with this equipment We will have the ability to dig test percolation holes to allow better drainage in some swale instances. The Excavator will prove to be an asset to the ADA "Ped Ramp" crew for disposing of old concrete on radius corners. Currently the Street Department owns one (1) backhoe that we try to share during the many summer related activities and at times postponing or eliminating certain maintenance plans. The purchase of this Excavator will make us more efficient.

## **DECISION POINT/RECOMMENDATION:**

Request Council acceptance of the low and responsive bid received for a new Excavator from Mid Mountain Machinery.

# 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**

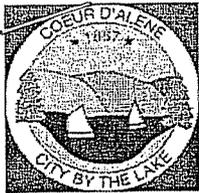
[Office Use Only] Amt Pd 300.00  
 Rec No 241245  
 Date 3/26/07  
 Date to City Council: 4/3/07  
 Reg No. \_\_\_\_\_  
 License No. \_\_\_\_\_  
 Rv \_\_\_\_\_

**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 checked="" 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

Business Name	Mongolian BBQ, Inc.		
Business Address	3213 N. Government Way		
City State Zip	Coeur d'Alene, ID 83814		
Business Contact	Telephone Number:	Fax:	
Alisa E. Jensen	208-664-8782	Same	
Manager Name	Alisa E. Jensen		
Manager Home Address	8825 Torrey Lane, Hayden ID		
Manager Information	Social Security No.	Date of Birth	
	518-94-8059	3-29-71	
Manager Contact	Telephone:	Cell:	e-mail:
Manager Place of Birth	664-8782		
License Applicant	Mongolian BBQ, Inc.		
Filing Status (circle one)	Sole Proprietor	(Corporation)	Partnership LLC Other
Address of Applicant	389 Birch Haven Dr. Sagle, ID 83864		
Applicants Prior Address for past five years	Same		
Applicants Prior Employment for past 5 years	Same		





# CITY OF COEUR D'ALENE

MUNICIPAL SERVICES  
DEPARTMENT

CITY HALL, 710 E. MULLAN  
COEUR D'ALENE, IDAHO 83816-3964  
208.769.2229 or fax 769.2237  
kathylew@cdaid.org

## OUTDOOR EATING FACILITY ENCROACHMENT APPLICATION

Name of Eating Establishment	IRON HORSE BAR AND GRILL		
Applicant's Name	AARON ROBB		
Mailing Address	457 SHERMAN AVE. CD'A		
Physical Address	SAME		
City, State Zip	CD'A	83814	
Telephone	(208) 667-7314		
Contact person			
Contact Numbers	Phone :	Cell: 818-0280	e-Mail:

Application will be submitted to the City Council for approval-must be received in Customer Service Center a minimum of seven days prior to a City Council meeting (First and Third Tuesdays of each month)  
Payment is due with application.

**Fee:**  
# 28 Number of Seats x \$19.28 per seat ( Sewer Cap fee) = 539.84  
~~# 100~~ \$100.00 Encroachment Fee

Total Amount Due \$ 639.84 Date Paid \_\_\_\_\_ Rec. # \_\_\_\_\_

**Documentation:** Please include the following :

- Site Plan enclosed showing measurements to all obstacles including trees, grates, benches etc. indicating pedestrian measurements, table location, and seats
- Complete and signed encroachment agreement (see attached)
- Copy of Certificate of Liability Insurance naming City as additional insured (\$1,000,000.00) Insurance agent may fax to 769-2237

**If eating establishment is licensed to serve alcohol:**

- Done  Submit site plan indicating proposed location of posts. type of barrier between posts, ,measurements from posts and barriers to any obstacles including curbs, trees, grates, benches etc.
- Done  Mark sidewalk for placement of posts and have City team inspect and approve markings prior to installation
- Done  Have sidewalk cored and posts installed with caps for winter at owners expense (see attached policy)
- Signs installed at exits

I have read the outdoor eating policy, and encroachment agreement, and agree to abide by the regulations of the City of Coeur d'Alene.

AARON ROBB OWNER 3-19-07  
Applicant Title Date

DATE: MARCH 28, 2007  
TO: MAYOR AND CITY COUNCIL  
FROM: PLANNING DEPARTMENT  
RE: SETTING OF PUBLIC HEARING DATE: MAY 1, 2007

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Mayor Bloem,

The Planning Department has forwarded the following item to the City Council for scheduling of a public hearing. In keeping with state law and Council policy, the Council will set the date of the public hearing upon receipt of recommendation.

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
0-1-07	Applicant: City of Coeur d'Alene Request: A. Modification to the East Mullan Infill Overlay Regulations B. Removal of height variance	Recommended approval	Legislative
0-2-07	Applicant: City of Coeur d'Alene Request: Adopting a mediation option as Part of the zoning and subdivision regulation process	Recommended approval	Legislative

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **May 1, 2007**

JS:ss

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** APRIL 3<sup>RD</sup>, 2007  
**FROM:** Terry W. Pickel, Assistant Water Superintendent  
**SUBJECT:** Purchase of 3 new utility vehicles

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**DECISION POINT:** Staff requests Council approval for the order of three new work vehicles from the State of Idaho Vehicle Procurement Contract to replace two fifteen plus year old utility vehicles and an additional staff vehicle.

**HISTORY:** Water Department staff has been developing a plan for rolling stock replacement on a regular basis for the past several years. As a part of the plan, staff has been seeking a financially viable and relatively simplistic method for vehicle acquisition. Previously, it has been the practice to purchase from local vendors who participated in a state negotiated discount program. This usually resulted in a modest discount below list prices. However, the State of Idaho revamped their vehicle procurement program in late 2006 and went out for complete bids for utility vehicles early this year. This resulted in discounts of twenty to twenty five percent below the local dealer quoted prices with a manufacturer guaranteed margin for participating vendors. The state bid was then made available to public agencies including the City of Coeur d'Alene.

**FINANCIAL ANALYSIS:** The Water Department currently has budgeted \$60,000 for vehicle replacement for fiscal year 2007. The current proposal for two new pickups and a staff vehicle, if purchased through the State of Idaho Vehicle Procurement contracts, are expected to total approximately \$55,022.05. We have received quotes from a couple of the local vendors for comparison to evaluate whether it is cost effective to purchase from the state contract or to support the local vendors. If the difference were in the ten percent or less range, we would opt to support the local suppliers per past practice. However, since the difference is in the range of twenty to twenty five percent or between \$4,000 and \$5,000 per vehicle, it makes the most fiscal sense to purchase from the state bid.

**PERFORMANCE ANALYSIS:** The previous practice of soliciting quotes from local vendors required numerous administrative hours to ensure that each dealership was offering comparative prices for similar models. Staff had to research various information to make sure the dealers met the criteria for the state discounts and if the dealers were actually honoring the discount. Purchasing from the state bid offers several advantages for the city. The state bid has already performed all of the administrative work required to bid, evaluate and award the contracts. The city can then choose the brand and type of vehicle and any options required from the applicable bids from one document source which requires only a few hours of administrative time. The contracts ensure that all vehicles bid are of similar types and duty range and any desired option is equally accounted for. This saves countless hours in administrative time and offers the most cost effective and quality vehicles to the city and saves long term costs for the customers in terms of lower utility rates.

**QUALITY OF LIFE ANALYSIS:** As a continuing practice to provide high quality services to our customers for an affordable utility rate, the Water Department must continually seek the most effective cost reduction measures available while maintaining the highest level of performance. The Water Department rolling stock plays an integral role in timely response for customer service and system maintenance. Continual use of an aging fleet requires more frequent and costly maintenance and repairs thereby driving up operating costs. And as the vehicle continually ages, its resale value diminishes drastically and the department sees very little return for eventual replacement. By replacing the rolling stock prior to the need for major repairs, the department will see a greater return on the original investment at the time of resale and the eventual operating costs are reduced thus requiring less long term revenue adjustments. The lower initial purchase price also plays a key role in keeping the overall operating costs even lower.

**DECISION POINT/RECOMMENDATION:** Staff requests that Council approve that purchase of three utility vehicles for the Water Department from the State of Idaho Vehicle Procurement Contract for the budgeted rolling stock replacement program.

# ANNOUNCEMENTS

OTHER COMMITTEE MINUTES  
(Requiring Council Action)

**March 26, 2007**  
**PUBLIC WORKS COMMITTEE**  
**MINUTES**

**COMMITTEE MEMBERS PRESENT**

Council Member Dixie Reid, Committee Chairman  
Council Member Mike Kennedy  
Council Member Woody McEvers

**STAFF PRESENT**

Warren Wilson, Chief Deputy City Attorney  
Dick Suchocki, Project Manager  
Amy Ferguson, Committee Liaison  
Victoria Bruno, Project Coordinator

**CITIZENS PRESENT**

Doug Busko, Item #2  
Howard Rude, Item #3

**Item 1            Clarifying Plat Restriction – Bentwood Park 1<sup>st</sup> through 6<sup>th</sup> Additions**

Victoria Bruno, Project Coordinator, presented a request for Council approval of a resolution clarifying the wording on the Bentwood Park 1<sup>st</sup> through 6<sup>th</sup> Additions plats in order to make clear to the Bentwood property owners that they may access their property behind their fences legally in order to comply with weed abatement ordinances. Vehicular access would still be restricted. Although Ms. Bruno discussed the matter with the City Engineer who stated that the intent of the language was to only restrict vehicular access, the property owners indicated that they wanted to see a clarification in the wording. Councilman McEvers confirmed that the wording clarification would allow the property owners to put an opening in their fences that would enable them to gain access to the area behind their fences for weed abatement purposes.

**MOTION:        RECOMMEND Council approval of Resolution No. 07-029 clarifying the language on Bentwood Park 1<sup>st</sup> through 6<sup>th</sup> Additions plats that removes perceived restrictions to double-front access for weed abatement process.**

**Item 2            Approval of Construction Management Contract for Ramsey Road Consent Calendar**

Richard Suchocki, Project Manager, presented a request for Council approval of a Professional Services Agreement with J U B Engineers for construction management services on Ramsey Road. Mr. Suchocki explained that the Ramsey Road Reconstruction project is a joint project with Lakes Highway District. J U B Engineers was hired by Lakes Highway District to design the north 960 feet of the project, which is in their jurisdiction. Since J U B was already involved in the project, the City's legal department concurred that the City's portion of the project could be added as an additional phase of the construction. As a result, it is not necessary to go through a selection process for construction management services. Mr. Suchocki further noted that the City's portion of the cost for the construction management services will be covered by impact fees, and that using the same engineering firm to inspect the entire project will provide consistency in the completed construction of Ramsey Road.

Discussion ensued regarding whether the City would be installing swales on Ramsey Road. Mr. Suchocki stated that swales will be installed in the low spots. Councilman also asked about bike paths, and Mr. Suchocki responded that Lakes Highway District is putting in a bike path, and that as Coeur d'Alene Place develops, the City will be requiring them to put in a bike path. Mr. Suchocki also noted that sidewalks will not be installed on the east side of Ramsey Road at this time, but will be installed once that area is developed.

**MOTION: RECOMMEND Council approval of Resolution No. 07-028 authorizing the city to enter into a Professional Services Agreement with J U B Engineers for construction management services on Ramsey Road.**

**Item 3            Western Property Annexation Agreement**

Warren Wilson, Chief Deputy City Attorney, presented a request for Council approval of the Annexation Agreement with Western Property Management for property north of the entrance into Mill River between the I-90 Freeway and Seltice Way. Mr. Wilson explained that the maximum annexation fee for the parcel is \$223,125.00. The annexation fee calls for an initial payment of \$7,000 with the remainder of the amount coming due if the applicant does not submit a plat before January 1, 2008. If a plat is submitted, all future payments will be based on the number of units allowed on the plat with payments coming due prior to final plat for each phase.

**MOTION: RECOMMEND Council approval of Resolution No. 07-030 authorizing the City of Coeur d'Alene to enter into an Annexation Agreement with Western Property Management for property located north of the entrance into Mill River between the I-90 Freeway and Seltice Way.**

The meeting adjourned at 4:20 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison

**Public Works Committee  
STAFF REPORT**

**DATE:** March 26, 2007  
**FROM:** Victoria C. Bruno, Project Coordinator  
**SUBJECT:** Clarifying Plat Restriction – Bentwood Park 1<sup>st</sup> through 6<sup>th</sup> Additions

=====

**DECISION POINT:**

The City Council is respectfully requested to approve the wording clarification for Bentwood Park 1<sup>st</sup> through 6<sup>th</sup> additions in order to make clear to Bentwood property owners that they may access their property behind their fences legally (except vehicularly), in order to comply with weed abatement ordinances.

**HISTORY:**

City of Coeur d’Alene staff members have been meeting with property owners in the Bentwood Park neighborhood in order to find a solution to a persistent weed problem. In one of those meetings, two property owners pointed to the restrictions on the Bentwood Park 1<sup>st</sup> through 6<sup>th</sup> Addition plats and said that the plats themselves stated that they had no access to the property behind the fences in their back yards. Even after discussion with the City Engineer wherein he stated that the intent all along was to restrict vehicular access, property owners said they wanted to see a clarification in writing. Hence, we have worked with the Legal Department to clarify the language on the plats with the attached resolution.

**FINANCIAL ANALYSIS 2007:**

There is no fiscal impact.

**PERFORMANCE ANALYSIS:** We believe that with this simple resolution, property owners will have one less reason to avoid taking care of the weeds on these double-fronted lots.

**QUALITY OF LIFE ANALYSIS:**

The over all character and appearance of the neighborhood would be improved if property owners cleared the weeds (and found a permanent solution to the weeds growing back). The resolution, which clarifies access restrictions to the property behind their fences, is a first step.

**DECISION POINT/RECOMMENDATION:**

The City Council is respectfully requested to approve the resolution clarifying the language on Bentwood Park 1<sup>st</sup> through 6<sup>th</sup> Additions plats that removes perceived restrictions to double-front lot access for weed abatement purposes.

RESOLUTION NO. 07-029

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO TO CLARIFY A PLAT RESTRICTION CONCERNING BACKYARD ACCESS AS NOTED ON THE PLATS FOR BENTWOOD PARK 1<sup>ST</sup> THROUGH 6<sup>TH</sup> ADDITIONS.

WHEREAS, the Bentwood Park Plats for 1<sup>st</sup> through 6<sup>th</sup> Additions contain a plat restriction that limits access for lots abutting 15<sup>th</sup> Street, Shaddock Lane and Thomas Lanes to the interior streets; and

WHEREAS, this plat restriction was based on public testimony at the time the Bentwood Park Subdivision was approved that vehicular access for the lots should be provided from the interior streets in the subdivision and not from 15<sup>th</sup> Street, Shaddock Lane or Thomas Lane; and

WHEREAS, this plat restriction was clarified on the final plat for Bentwood Park 7<sup>th</sup> Addition by noting that there was to be no vehicular access onto 15<sup>th</sup> Street;

WHEREAS, it is in the public's interest to clarify that the intent of the plat restriction noted on the Bentwood Park Plats for 1<sup>st</sup> through 6<sup>th</sup> Additions was solely to limit vehicular access;

NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the plat restriction noted on the Bentwood Park Plats for 1<sup>st</sup> through 6<sup>th</sup> Additions limiting access onto 15<sup>th</sup> Street, Shaddock Lane and Thomas Lane was intended solely to limit vehicular access for those lots abutting 15<sup>th</sup> Street, Shaddock Lane and Thomas Lane to the interior streets and was not intended to limit the ability of a homeowner to have a gate in their backyard fence to allow a person to directly access 15<sup>th</sup> Street, Shaddock Lane or Thomas Lane.

DATED this 3<sup>rd</sup> day of April, 2007.

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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 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 \_\_\_\_\_.

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

DATE: March 26, 2007

FROM: Warren Wilson, Chief Deputy City Attorney

SUBJECT: Approval of Annexation Agreement with Western Property Management.

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**DECISION POINT:**

Approve the Annexation Agreement with Western Property Management.

**HISTORY:**

On June 20, 2006, the City Council approved the annexation of the subject property, which sits north of the entrance into Mill River between the I-90 Freeway and Seltice Way. In December, the Council granted a 90 day extension for completing the annexation agreement. The property owners will also be seeking approval of a preliminary plat for the parcel within the next couple of months. A copy of the staff report for the annexation is attached for your convenience.

**FINANCIAL ANALYSIS:**

The maximum annexation fee for this parcel is \$223,125.00. The annexation fee calls for an initial payment of \$7,000 with the remainder of the amount coming due if the applicant does not submit a plat before January 1<sup>st</sup> 2008. If a plat is submitted, all future payments will be based on the number of units allowed on the plat with payments coming due prior to final plat for each phase. The Council's annexation fee policy allows for basing the fee on the number of units allowed on a plat.

**PERFORMANCE / QUALITY OF LIFE ANALYSIS:**

This parcel sits within an unannexed island of County jurisdiction. Completing this annexation will be a step toward filling in this island and allows the City to plan for utility service for this portion of the City. Annexation of this parcel presents relatively few obstacles for the City. The annexation agreement does address the manner in which utility services must be extended to service the parcel along with a setting out the standards that will be applicable for this development.

**DECISION POINT/RECOMMENDATION:**

Approve the Annexation Agreement with Western Property Management.

**CITY COUNCIL  
STAFF REPORT**

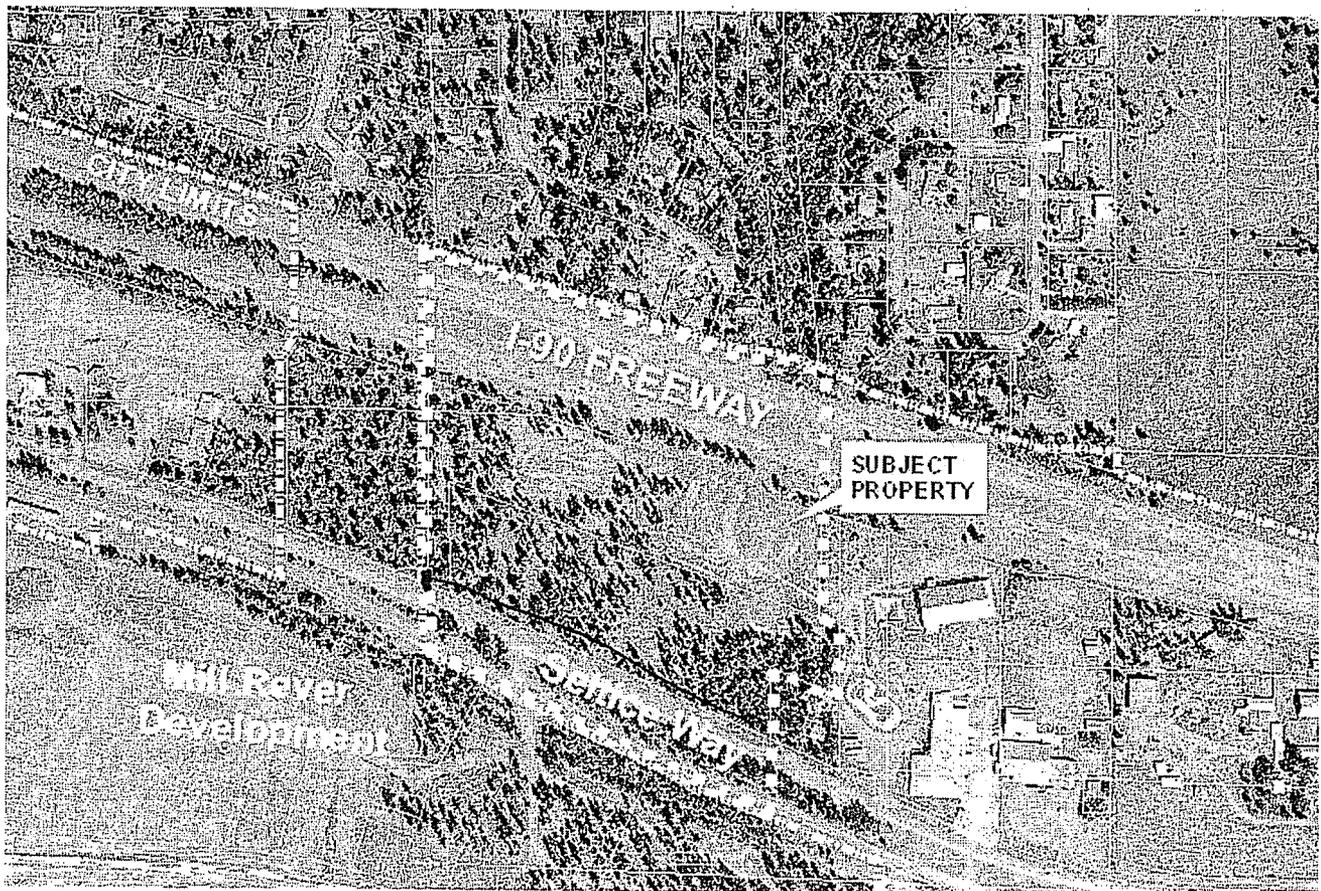
FROM: JOHN J. STAMSOS, ASSOCIATE PLANNER  
DATE: JUNE 20, 2006  
SUBJECT: A-3-06 – ZONING IN CONJUNCTION WITH ANNEXATION FROM COUNTY  
COMMERCIAL TO C-17.  
LOCATION – +/- 17.5 ACRE PARCEL BETWEEN SELTICE WAY AND I-90  
APROXIMATELY 1/2 MILE EAST OF HUETTER ROAD.

**DECISION POINT:**

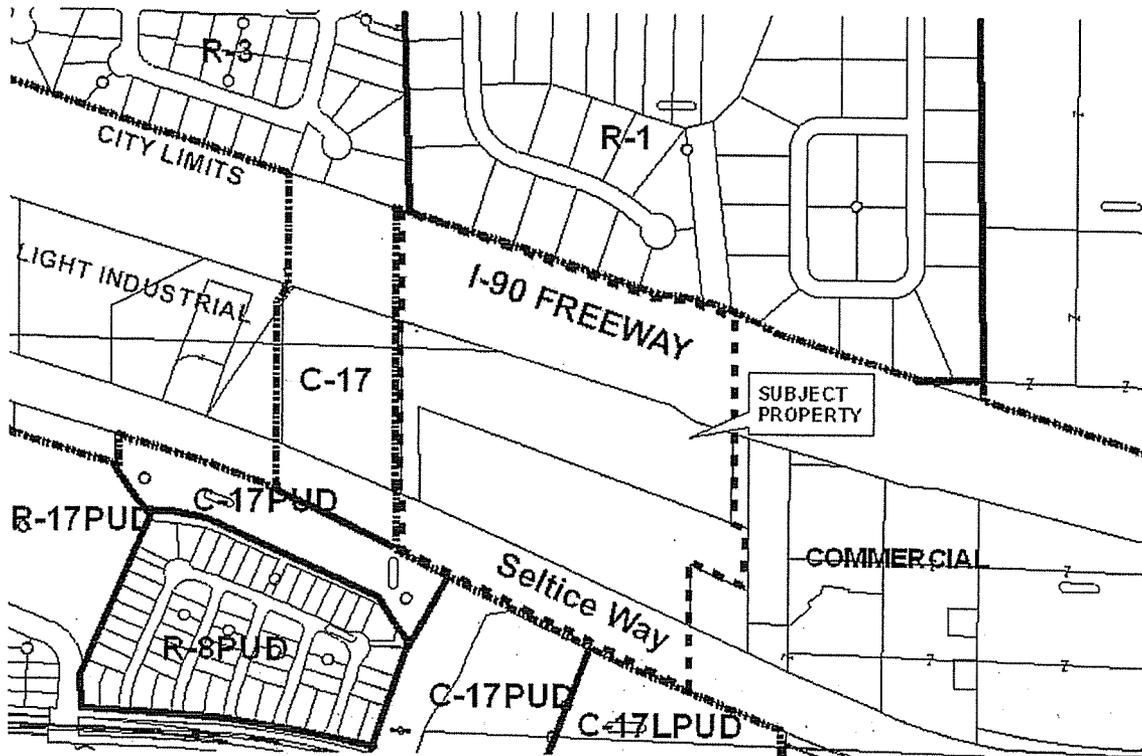
Charter Builders is requesting Zoning In Conjunction With Annexation from County Commercial to City C-17 (Commercial at 17 units/acre) for a +/- 17.5 acre parcel.

**GENERAL INFORMATION:**

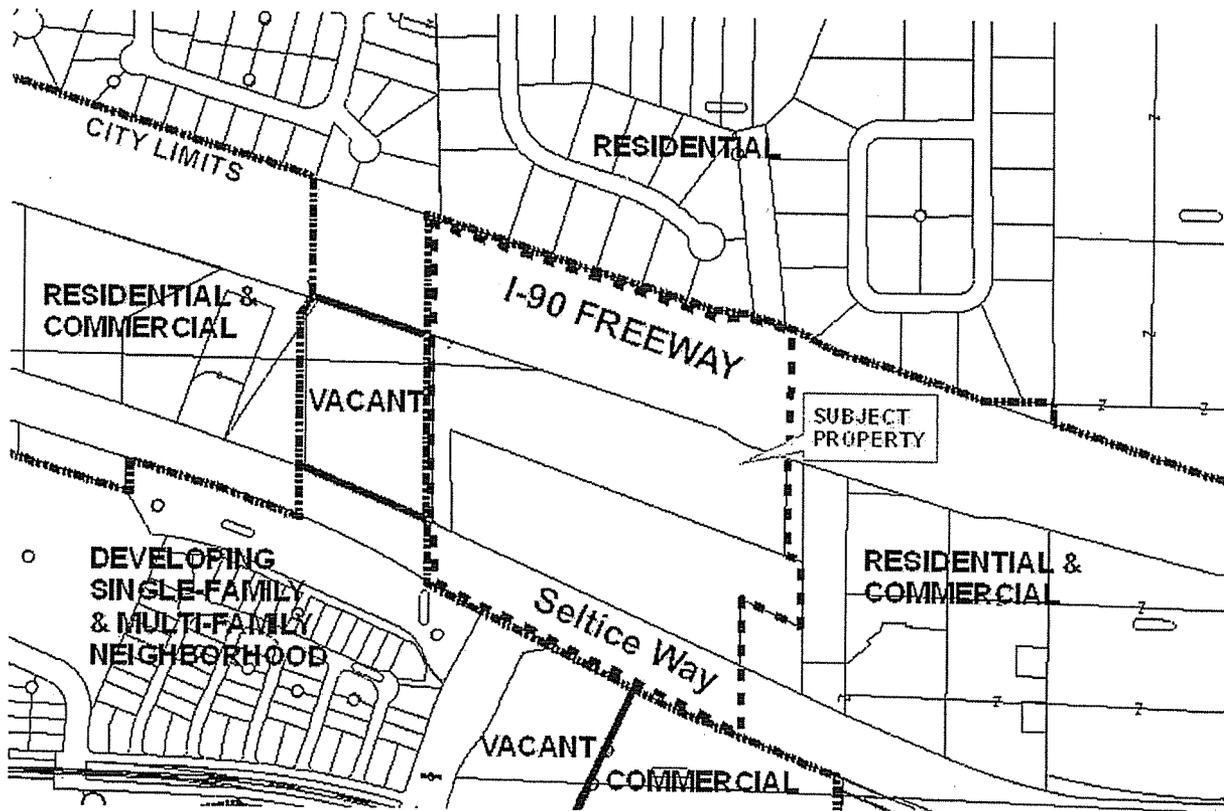
A. Site photo



B. Zoning.



C. Generalized land use.



D. Applicant/  
Owners:

Western Property Management, LLC  
6479 Rude Street  
Coeur d'Alene, ID 83815

Vince Hughes  
11791 W. Prairie Avenue  
Post Falls, ID 83854

- F. The subject property was formerly the site of a BMX bike track but is now vacant and has a partial tree cover of mature Ponderosa Pines.
- G. Land uses in the area include residential – single-family, commercial, the U. S. Bank Call Center and vacant land.

**PERFORMANCE ANALYSIS:**

A. Zoning:

The C-17 District is intended as a broad spectrum commercial district that permits limited service, wholesale/retail and heavy commercial in addition to allowing residential development at a density of seventeen (17) units per gross acre.

This District should be located adjacent to arterials; however, joint access developments are encouraged.

Principal permitted uses in a C-17 District shall be as follows:

1. Single-family detached housing (as specified by the R-8 District).
2. Duplex housing (as specified by the R-12 District).
3. Cluster housing (as specified by the R-17 District).
4. Multiple-family (as specified by the R-17 District).
5. Home occupations.
6. Community education.
7. Essential service.
8. Community assembly.
9. Religious assembly.
10. Public recreation.
11. Neighborhood recreation.
12. Commercial recreation.
13. Automobile parking when serving an adjacent business or apartment.
14. Hospitals/health care.
15. Professional offices.
16. Administrative offices.
17. Banks and financial institutions.
18. Personal service establishments.
19. Agricultural supplies and commodity sales.
20. Automobile and accessory sales.
21. Business supply retail sales.
22. Construction retail sales.
23. Convenience sales.
24. Department stores.
25. Farm equipment sales.
26. Food and beverage stores, on/off site consumption.
27. Retail gasoline sales.
28. Home furnishing retail sales.
29. Specialty retail sales.
30. Veterinary office.
31. Hotel/motel.
32. Automotive fleet storage.
33. Automotive parking.
34. Automobile renting.
35. Automobile repair and cleaning.
36. Building maintenance service.
37. Business support service.
38. Communication service.
39. Consumer repair service.
40. Convenience service.
41. Funeral service.
42. General construction service.
43. Group assembly.
44. Laundry service.
45. Finished goods wholesale.
46. Group dwelling-detached housing.
47. Mini-storage facilities.
48. Noncommercial kennel.
49. Handicapped or minimal care facility.
50. Rehabilitative facility.
51. Child care facility.
52. Juvenile offenders facility.
53. Boarding house.
54. Commercial kennel.
55. Community organization.

56. Nursing/convalescent/rest homes for the aged.
57. Commercial film production.

Permitted uses by special use permit in a C-17 district shall be as follows:

1. Veterinary hospital.
2. Warehouse/storage.
3. Custom manufacturing.
4. Extensive impact.
5. Adult entertainment sales and service.
6. Auto camp.
7. Residential density of the R-34 district as specified.
8. Underground bulk liquid fuel storage-wholesale.
9. Criminal transitional facility.
10. Wireless communication facility.

The subject property is currently zoned County commercial, which is intended as a district suitable for wholesale, retail sales and service type uses.

The zoning pattern (see zoning map on page 2) in the surrounding area shows County commercial to the east, light industrial to the west and City C-17 and C-17L zoning on the south side of Seltice Way.

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

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

1. The portion of the subject property to be annexed is within the Area of City Impact Boundary.
2. The City Comprehensive Plan Map designates the subject property a Transition Area and Seltice Way as a medium intensity corridor. They are described as follows:

**Transition Areas:**

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

- Protect and/or enhance the integrity of existing residential areas.
- Encourage lower intensity commercial service and manufacturing uses close or abutting major transportation routes.
- Encourage residential when close to jobs and other services.
- Discourage uses that are detrimental to neighboring uses.
- Encourage commercial clusters that will serve adjacent neighborhoods vs. city as a whole.
- Pedestrian/bicycle connections.
- Encourage cluster housing developments to maintain open space and

- forestlands.
- Overall build-out density approximately 3 dwelling units per acre. Individual lot size will typically not be smaller than 8,000 sq. ft. (5 du's/acre). Higher densities and mixed uses encouraged close or abutting transportation corridors.
- Neighborhood development should consist of:
  - Size of 25 to 65 acres
  - Urban services
  - Sidewalks/bike paths
  - Street trees
  - Neighborhood parks
  - Interconnecting street network

**Medium Intensity Corridor:**

These areas primarily consist of areas where commercial and residential uses may be encouraged.

- Residential/commercial mix.
- Possible residential density= 17-34 du's/acre.
- Encourage lower intensity commercial service and manufacturing uses close or abutting major transportation routes.
- Encourage higher residential intensities when close to jobs and other services.
- Arterial/collector corridors defined by landscape street trees.

**Significant policies:**

- 4A: "Establish limits and priorities of urban services."
- 4A1: "Initial limits should be based upon existing capabilities."
- 4B1: "Annexations should be made within the adopted city impact area."
- 4B2: "Annexations should be effected in a manner that promotes an orderly growth pattern."
- 4C1: Development that proposes to increase the density of a given area may be allowed, provided that the increase maintains the character of the community."
- 4C2: "Urban developments that propose to decrease the need for expanded transportation facilities should be encouraged."
- 4C3: Population growth should be compatible with preserving Coeur d'Alene's character and quality of life."
- 6A: "Promote the orderly development of land use at locations that are compatible with public facilities and adjacent land uses."
- 42A2: "Property rights of citizens should be protected in land use decisions."

42B2: "Expansion of the City should be based upon conformance to the urban service area."

42C1: "Providing service to new areas should not be at the expense of areas presently being serviced."

51A: "Protect and preserve neighborhoods, both old and new."

3. Evaluation: The City Council must determine, based on the information before them, whether the Comprehensive Plan policies do or do not support the request. Specific ways in which the policy is or is not supported by this request should be stated in the finding.

C. **Finding #B9: That public facilities and utilities (are) (are not) available and adequate for the proposed use.**

SEWER: Public sewer is available and of adequate capacity for a public sewer extension.

Evaluation: Public sewer is located on the North side of the West-bound half of Seltice Way and accessible for public sewer extension across the Parcel's Seltice Way frontage. A Public sewer extension will be required through the frontage of this parcel at no cost to the City of Coeur d'Alene. This public extension will also have to continue at its present depth (planned grade) to service westerly along Seltice Way to Atlas Road.

Comments submitted by Don Keil, Assistant Wastewater Superintendent

WATER:

Water is available to the subject property.

Evaluation: There are no current services to this property. The 12 inch main extension on Seltice Way reaches a small portion of the property. In order to support additional development, the property owner would be required to extend the main across the entire property frontage.

Comments submitted by Terry Pickel, Assistant Wastewater Superintendent

STORMWATER:

Stormwater issues will be addressed at the time of development on the subject property.

TRAFFIC:

Utilizing the stated area of 8.5 acres and the requested C-17 zoning, all types of commercial uses would be allowed, and, it may be possible to place 144 residential units on the subject property if it were developed to the maximum density. Due to the lack of a defined commercial use, trip numbers cannot be determined, however, for a residential use utilizing either a low rise condominiums (1-2 floors) at 0.52 average peak hour average daily trips or mid-rise apartment (3-10 floors) at 0.39 average peak hour adt's,

the ITE Trip Generation Manual estimates that approximately 57 or 75 adt's respectively at peak hour may be generated.

**STREETS:**

The proposed area of annexation adjoins Seltice Way which is under the jurisdiction of the Post Falls Highway District. Any access or development along the roadway will need the approval of the noted highway district as well as the City of Coeur d'Alene.

Evaluation: Permission in writing from the highway district will be required prior to allowing any access to the adjoining roadway.

Submitted by Chris Bates, Engineering Project Manager

**FIRE:**

The Fire Department will address issues such as water supply, fire hydrants, Fire department access, etc., prior to any site development.

Submitted by Dan Cochran, Deputy Fire Chief

**POLICE:**

I have no comments at this time.

Submitted by Steve Childers, Captain, Police Department

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

The subject property has an average 11% slope on the north parcel that would have to be considered in developing the property. The City's Hillside Regulations are "triggered" when the average slope is greater than 15%.

Evaluation: The physical characteristics of the site appear to be suitable for the request at this time but care should be taken in any development activities.

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

The subject property is adjacent to Seltice Way, which is identified as a Medium Intensity Corridor and is in a developing commercial area adjacent to the developing Mill River residential/commercial development.

**F. Ordinances and Standards Used In Evaluation:  
Comprehensive Plan - Amended 1995.**

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

**ACTION ALTERNATIVES:**

Staff recommends the City Council take the following action:

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

**If the Council approves the request, they may adopt the Planning Commission findings, create their own findings or use some of the Planning Commission findings and some of their own findings.**

**If the Council denies the request, a new set of findings must be made.**

[F:\pcstaffreportsA306]

RESOLUTION NO. 07-030

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ANNEXATION AGREEMENT WITH WESTERN PROPERTY MANAGEMENT, INC.

WHEREAS, an annexation agreement has been negotiated between the City of Coeur d'Alene and Western Property Management, Inc., pursuant to the terms and conditions set forth in said agreement, a copy of which is attached hereto as exhibit "1" and by this reference made a part hereof; and

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

BE IT RESOLVED, that the city enter into an Annexation Agreement with Western Property Management, Inc., 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 of Coeur d'Alene.

DATED this 3<sup>rd</sup> day of April, 2007.

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

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

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

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

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

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

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

## ANNEXATION AGREEMENT

**THIS AGREEMENT**, made and dated this 3<sup>rd</sup> day of April, 2007, by and between the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as the "City," and **Western Property Management, LLC**, with its principal place of business at 6479 Rude Street, Coeur d'Alene, ID 83815, hereinafter referred to as the "Owner".

WITNESSETH:

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

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

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

### ARTICLE I: PROPERTY DESCRIPTION

- 1.1 Property Description: The Property to be annexed is an approximately 17.5 acre parcel located between Seltice Way and I-90 approximately ½ mile east of Huetter Road. The legal description of the Property is attached hereto as *Exhibit "A"* and by this reference is incorporated herein.

### ARTICLE II: STANDARDS

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

### SECTION III: UTILITIES

- 3.1 Water and Sewer: The Owner agrees to use the City's water and sanitary sewer services for the Property upon annexation or development.

- 3.2 Garbage Collection: Upon the expiration or termination of any existing garbage hauling contracts for the Property, the Owner agrees to use the garbage collection service utilized within the City of Coeur d'Alene for the Property. The City will identify the garbage collection system to be used.
- 3.3: Maintenance of Private Sanitary Sewer and Water Line: The City shall not be responsible for maintenance of any private sanitary sewer lines or water lines including appurtenances, within the Owner's developments on the Property.
- 3.4: Required Sewer Improvements: A Public sewer manhole is located on the north side of the west-bound lanes of Seltice Way immediately north of the Mill River entrance and is available for public sewer extension across the Parcel's Seltice Way frontage. A public sewer extension will be required across the entire frontage of this parcel both easterly and westerly at no cost to the City.
- 3.5 Required Water Improvements: There are no current services to this property. The 12 inch main extension on Seltice Way reaches a small portion of the property. In order to support additional development, the property owner would be required to extend the main across the entire property frontage.
- 3.6 Street Lights: The Owner agrees to adhere to City policies and standards for street light design and construction.
- 3.7 Street Trees: The Owner agrees to adhere to City policies and standards for street trees.

#### **ARTICLE IV: PUBLIC IMPROVEMENTS**

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

#### **SECTION V: FEES**

- 5.1 Annexation Fees: Owner agrees to provide specific consideration for annexation in the amount of Two Hundred Twenty Three Thousand One Hundred Twenty Five Dollars and no/100 (\$223,125.00). Provided however, this fee may be reduced based on the number of dwelling units platted on the Property as discussed at Section 5.3 below. This fee is based upon the formula found in the policy approved by Coeur d'Alene Municipal

Resolution 94-059 (\$750 per potential equivalent dwelling unit), as it applies to the 17.5 acres of C17 zoned developable land within the Property. The sum specified is deemed by the parties to be a reasonable fee for City benefits and services to the Owner's project, including but not limited to public safety and other services. The Owner will remain responsible for all other costs and fees required by City code.

- 5.2 No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific dateline in which those burdens will occur. This section anticipates specific payments on specific dates and is in no manner a loan of services or an extension of credit by the City. The following sums shall be paid upon fulfillment of the conditions precedent set forth below.
- 5.3 Payment Schedule: The owner agrees to the following schedule of payments for the annexation fees required: The first payment in the amount of Seven Thousand Dollars and no/100 (\$7,000.00) is due on or before the execution of this agreement. Owner agrees that prior to January 1<sup>st</sup> 2008 to submit a plat for the entire property. All future payments will be based on the number of potential dwelling units platted on the property and payments will come due prior to the recordation of the final plat for each approved phase of the subdivision. Each payment will reflect the total number of potential dwelling units allowed in that phase. In the event that a plat is not submitted as required by this section, the remainder of the annexation fee due to the city as calculated above in Section 5.1 shall become due. In no event will the total annexation fee exceed the amount established in Section 5.1 above.
- 5.4 Other Fees: Additionally, the Owner, or successors, shall be responsible for all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s), and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this paragraph, are set forth by Municipal Ordinance and/or resolution and arise independent of this agreement.
- 5.5 The Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare the annexation agreement that will benefit the Owner. The Parties further agree the City shall be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee shall be in the amount of Five Hundred Dollars and no/100 (\$500.00).

## **SECTION VI: MISCELLANEOUS**

- 6.1: Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the property described in Section 1.1 above, rather than the parcel as a whole, that a subdivision or short plat may be necessary. Owner agrees that in the event that a subdivision or a short plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.

- 6.2: Deannexation: The Owner agrees that in the event the Owner fails to comply with the terms of this agreement, defaults, or is otherwise in breach of this agreement, the City may deannex and terminate utility services without objection from owners, assigns or successors in interest of such portions of Owner's Property as City in its sole discretion decides.
- 6.3: The Owner to Hold the City Harmless: The Owner will indemnify, defend and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's development, operation, maintenance, and/or use of the Property. The Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for the City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.
- 6.4: Time is of the Essence: Time is of the essence in this agreement.
- 6.5: Non-Merger: The representations, warranties, covenants, conditions and agreements of the parties contained in the agreement shall survive the acceptance of any deeds and/or easements.
- 6.6: Recordation and Amendment: This agreement or a summary thereof shall be recorded by the City at the Owner's expense. All promises and negotiations of the parties merge into this agreement. Parties agree that this agreement shall only be amended in writing and signed by both parties. The parties agree that this agreement shall not be amended by a change in any law. The parties agree this agreement is not intended to replace any other requirement of City code.
- 6.7: Section Headings: The section headings of this agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.
- 6.8: Compliance With Applicable Laws: The Owner agrees to comply with all applicable laws.
- 6.9: Covenants Run With Land: The covenants herein contained to be performed by the Owner shall be binding upon the Owner and the Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 6.10: Publication of Ordinance: Until the date of publication of the annexation ordinance, no final annexation of Owner's Property shall occur. Upon proper execution and recordation of this agreement, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing the Owner's Property.

6.11: Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement.

**IN WITNESS WHEREOF**, the City of Coeur d'Alene has caused this agreement to be executed by its Mayor and City Clerk and its corporate seal affixed hereto, and Western Property Management, LLC has caused the same to be executed the day and year first above written.

**CITY OF COEUR D'ALENE**

**WESTERN PROPERTY MANAGEMENT, LLC**

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

By: \_\_\_\_\_  
Howard Rude, Managing Member

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

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 3<sup>rd</sup> day of April, 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 and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

~~~~~

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of April, 2007, before me, a Notary Public, personally appeared **Howard Rude**, known or identified to me to be the Managing Member of **Western Property Management, LLC** and the person who executed the foregoing instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company 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: \_\_\_\_\_

OTHER BUSINESS

## STAFF REPORT

**TO:** Coeur d'Alene City Council  
**FROM:** Mike Gridley – City Attorney  
**DATE:** March 29, 2007  
**SUBJECT:** Assignment of Parks Foundation User Agreement and Covenant Regarding Use

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**DECISION POINT:** Whether the city should approve the Parks Foundation's request to assign the User Agreement and Covenant Regarding Use to the Salvation Army.

**HISTORY:** On February 20, 2007 City Council approved a User Agreement and Covenant Regarding Use ( the Agreement) with the Coeur d'Alene Parks Foundation. The Agreement identified and made findings regarding community recreational needs, described the recreational facility that would address these needs and also contained various duties and responsibilities of the parties to the Agreement regarding the operation and use of any community recreational facility. The Agreement contains specific provisions prohibiting unlawful discrimination and also states that no user of the recreational facility shall be subject to or obligated to engage in any religious or spiritual activity as a prerequisite for access to or use of the recreational facility. The Parks Foundation would now like to assign the Agreement to the Salvation Army. The Salvation Army intends to build a recreational facility in Coeur d'Alene.

**FINANCIAL ANALYSIS:** The proposed recreational facility will address needs that the city cannot afford to fund without a substantial revenue increase. Staff reports from the Recreation Department and Parks Department describe some of those needs and the costs to address them.

**PERFORMANCE ANALYSIS:** The approval of the assignment of the Agreement will allow for the construction of a recreational facility in Coeur d'Alene that the city cannot afford to build on its own without a substantial revenue increase.

**QUALITY OF LIFE:** Construction of a recreational facility will enhance the quality of life of the citizens of Coeur d'Alene. The Police Department staff report gives information on how juvenile crime may decrease with the availability of a community recreational center.

**DECISION POINT/RECOMMENDATION:** Staff recommends approval of the Parks Foundation's assignment of the User Agreement and Covenant Regarding Use to the Salvation Army.

## STAFF REPORT

**DATE:** March 28, 2007  
**FROM:** Sgt. Christie Wood – Coeur d'Alene Police Department  
**SUBJECT:** Value of a Community Recreation Center in Coeur d'Alene

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### HISTORY:

Teens that take part in serious acts of violence generally have a lifestyle that involves risky behavior, drugs, weapons, reckless driving, and unsafe sex. Statistics show that "about 9% of murders in the U.S. are committed by youth under age 18" and that "youth under age 18 account for about 15% of violent crime arrests." (National Project Safe Place study).

In the City of Coeur d'Alene young people are valued and are capable of initiating the helping process and taking an active role in creating a healthier living situation. They are more likely to come together in places that are familiar, safe and identified by a standard for community values such as a community recreational center.

The Coeur d'Alene Police Department advocates that the community receives the benefit of an improved quality of life when it takes an active, cooperative role in assisting young people to access alternative programs that keep them from committing crimes. The community also benefits when a young person can access a safe, supportive atmosphere rather than dangerous alternatives.

Police Department statistics show that the after school hours of 3:00 p.m. to 9:00 p.m. are peak hours for criminal activity involving juveniles. Attached to this report is a copy of a PowerPoint presentation of a five year study completed by the Coeur d'Alene Police Department that depicts the number of arrests by time of day and the time of year. This study clearly shows that in Coeur d'Alene the peak hours for juvenile criminal activity are between 3:00 p.m. to 9:00 p.m. These after school hours are also the prime time for teenagers to be steered to healthy, positive activities at a community recreation center.

Recognizing that young people want to hang out with their peers without excessive adult supervision, police agencies across the nation support youth clubs, drop in centers or recreation centers. In my opinion a community recreation center such as the proposed Kroc Community Center will provide the youth of this community a much needed outlet for engaging in positive activities that will lead to a decrease in juvenile criminal activity.

Any reduction in criminal activity has a direct financial benefit to the city in terms of savings for police personnel and equipment costs. Each additional police officer costs the city \$65,057.00 per year. A reduction in juvenile criminal activity will save the city a significant amount of

money because of the reduced demand for police resources. In addition, other real cost savings by the reduction in juvenile criminal activity includes the decrease in money lost by citizens as a result of property crimes and the decrease in taxpayer expenditures for the criminal justice system. It costs approximately \$150.00 per day to house a juvenile offender, in addition to related costs and the long term negative impact on the juvenile offender.

**RECOMMENDATION:** The Police Department supports the construction and operation of a community recreation center as an effective, realistic way to reduce juvenile criminal activity in Coeur d'Alene and reduce the city's financial expenditures for policing juvenile crime.

## STAFF REPORT

**To:** Coeur d'Alene City Council  
**From:** Doug Eastwood – Parks Department Director  
**Date:** March 28, 2007  
**Subject:** Kroc Community Center benefits

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**NEEDS:** The Parks Department is responsible for parking at Ramsey Park which is adjacent to the proposed Kroc Community Center. Ramsey Park contains several softball fields and is host to tournaments almost every weekend during the summer. Peak usage time is in the evening and weekends. During these peak usage times the Parks Department has a great need for additional parking and/or overflow parking. On weeknights we can schedule and play up to 15 games at Ramsey Park. It is not uncommon for a game to last longer than expected and when this happens there is an overlap of players and spectators entering the parking lots for the next scheduled games. This overlap of games creates an immediate shortage of available parking. In addition, the tournaments frequently bring RV type vehicles that are present to support the participating teams. When these RV's park in the Ramsey Park parking lot they exacerbate the shortage of parking. The tournaments that we host have a high number of spectators since many of the tournament teams are from out of town and travel to Coeur d'Alene for a long weekend. A high percentage of the tournament visitors enter the park and will remain at the park throughout the day. The combination of spectators and players at these tournaments creates a need for additional parking.

**SOLUTION:** The joint use of the proposed Kroc Center parking lot will address a city need and also save the city from spending money on constructing a new parking lot. In order to address the additional or overflow parking needs for Ramsey Park the city would need to build approximately 100 additional parking spaces with an additional 20 RV and/or bus spaces. The cost of constructing the additional parking spaces would be approximately \$250,000.00. By having a joint use agreement for the Kroc Center parking lot the city will save that amount while fulfilling an existing Parks Department need.

**RECOMMENDATION:** The Parks Department recommends that the city participate in the development of the Kroc Center site to save the city money by creating additional or overflow parking for Ramsey Park.

## STAFF REPORT

**To:** Coeur d'Alene City Council  
**From:** Steve Anthony – Recreation Department Director  
**Date:** March 27, 2007  
**Subject:** Community Center needs and costs

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### HISTORY/NEEDS/COST:

**Swimming:** One of the major needs of the Coeur d'Alene Recreation Department is the need for a community pool. The city Recreation Department currently holds its swim lesson program at the Kootenai Medical Center. The hospital has a therapy pool that they let the Recreation Department use two evenings a week for lessons. When the pool was first opened the city also had access on Saturdays and three evenings a week. The KMC has had to limit our use of the pool because of their increasing demand for water related therapy services. We are not able use it on Saturdays because of maintenance issues. The pool is not very big and in reality was not designed for a children's lesson program. Classes are limited due to the size of the pool and the impact it has on the entire aquatic facility. There is a real possibility that with the hospital's growing needs the city will lose access to this facility in the immediate future.

We currently have approximately 160 children in each session, but turn away many children due to lack of space. There is a need in the community to be able to expand the swim lesson programs. With our city being located on a lake it is important that every child have an opportunity to learn to swim.

Lap swimming is one of the best exercises to improve fitness and is a popular competitive sport for young adults. Currently there are two private lap pools in athletic clubs in Coeur d'Alene. These pools do not provide sufficient capacity for the number of citizens wanting to swim laps and the pools are inadequate for hosting competitive swim meets.

Construction of a basic 25 yard by 25 meter lap pool would require an approximately 11,000 square foot building. The current cost to construct a facility like this would be \$2,475,000.00 based on estimated construction costs of \$225.00 per square foot. In addition, the support facilities needed for the pool, which would include men's and women's locker rooms, pool equipment and chemical storage, managers office, lifeguard restroom, break room and shower, would require approximately 3,100 square feet of space that would cost approximately \$465,000.00 to build based on construction costs of \$150.00 per square foot. These costs do not include a therapy or leisure pool, nor do they include costs for design, engineering, parking, furnishings, operation and maintenance, etc. There are no equivalent sized facilities that could be rented by the Recreation Department to meet our needs.

Recreation Department staffing for the pool would include an aquatics director, lifeguards, swim instructors and maintenance personnel. The cost to the city to staff these positions would be approximately \$222,000.00 per year for wages and benefits based on 2007 rates of pay and benefits.

By having access to the Kroc Center aquatic facility the city would have the opportunity to expand its swim lesson programs insuring that every child would have an opportunity to take swim classes. In addition to benefiting public health and safety, the Kroc Center aquatic facility will eliminate the need for the city to construct, staff and maintain a pool facility to meet the Recreation Department's needs.

**Gymnasiums:** The city Recreation Department has identified the need for additional gymnasiums as the demand for gym space for Recreation Department programs has increased over the years. The Recreation Department currently schedules practices and games for approximately 200 organized basketball teams. In the past the city has cost-shared with Coeur d'Alene School District 271 to enlarge gymnasiums to allow for city Recreation Department use. To date the city has cost-shared with USD 271 on four gymnasiums at a cost to the city of \$800,000.00.

The city is currently contributing \$150,000.00 for the enlargement of the gym with School District 271 at Project CDA. For the city contribution the school district enlarges the gym to regulation size and adds spectator seating. With the addition of the gym at the Kroc Center there will be an additional venue for basketball games and practices as well as a facility to accommodate indoor soccer. This will allow the city Recreation Department to potentially save several hundred thousand dollars over the next ten years by delaying or eliminating the need to build additional gyms to accommodate city programs.

**Indoor track:** One of the most important features of the Kroc Center is the indoor track. The winter is long and cold in North Idaho and there is no place for citizens, especially seniors, to walk safely other than the local Mall. The Recreation Department has had many requests for an indoor track. Based on current construction costs, the cost to construct an indoor track around a pool or gymnasium would be approximately \$500,000.00. There are several fitness programs through National Parks and Recreation that concentrate on walking programs. These are programs that the city Recreation Department recognizes a demand for and that with access to an indoor track at the Kroc Center could offer to the citizens of Coeur d'Alene without having to pay to construct or maintain it.

**SUMMARY:** The construction of the Kroc Center will enable the city Recreation Department to provide more and better recreation programs without incurring the substantial costs of constructing or maintaining new recreation facilities. The capital cost savings exceeds \$3,000,000.00 in addition to annual operation, maintenance and staffing costs in excess of \$300,000.00 per year.

## STAFF REPORT

**To:** Coeur d'Alene City Council  
**From:** Dave Yadon – Planning Director  
**Date:** March 27, 2007  
**Subject:** Projected population growth for Coeur d'Alene

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City Council has asked me to comment on what might be reasonable to expect in terms of population growth in Coeur d'Alene over the next 20 – 30 years. Population growth is something that the Planning Department monitors closely so that the city can plan for efficient and prudent development. Although population forecasting is not an exact science, there seems to be some consistency in what various reliable studies and agencies are saying about Coeur d'Alene's expected growth. Some simple points are:

- Although we have less undeveloped land remaining in our Area of City Impact than some of our neighboring cities, we do have enough to provide for the buildout population projections found in the city's Development Impact Fee Report and Wastewater Facility Planning Studies of between 77,000 and 100,000 residents;
- Our historical annual growth rate has ranged between 2% and 6%;
- Our 2000 population of 34,514 has grown to approximately 44,000 at the end of 2006, a **27+% increase**;
- Our 2001 Wastewater study projects 3% to 5% annual growth which is consistent with projections of other utility providers.

The attached chart from the current Parks and Recreation Master Plan Update study further illustrates our growth history and expected range of growth. Please contact me if you have any additional questions.

## STAFF REPORT

**FROM:** Troy Tymesen, Finance Director  
**DATE:** March 29, 2007  
**SUBJECT:** Community Center costs

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**Financial Analysis:** The recreational needs and desires of the constituents of Coeur d'Alene include an indoor swimming pool, additional basketball courts and an indoor walking or jogging track. It has been researched that the cost to build an indoor pool would be \$225.00 per square foot and the accompanying space to support the pool activities would cost \$150.00 per square foot. An 11,000 square foot pool area plus the 3,100 square feet of support space would cost \$2,940,000.00. This does not include any design fees, permit fees or engineering fees.

The construction cost to build a basketball court would be \$175.00 per square foot. The minimum square footage would be 5,000 for a total expense of \$875,000.00. The City has partnered with School District #271 in the construction costs to build auxiliary or larger gyms in four elementary schools over the past decade. The City is allowed to use the gyms after 5:00 pm and on weekends. The school district handles the maintenance and operational expenses of the gyms.

A 4,200 square foot walking or jogging track would cost approximately \$125.00 per square foot for a total of \$525,000.00.

The total construction cost for this facility would be approximately \$4,340,000.00. This does not include any furnishings, architecture fees, engineering fees or parking and landscaping.

If the facility with the above mentioned amenities would be built without any debt the challenge would be to make it positively cash flow. That means to generate revenues greater than the expenses. A community center with limited amenities faces cash flow challenges because it does not appeal to a broad spectrum of users. The user fees must be competitive and appealing to users. In the event that the facility did not positively cash flow the General Fund for the City would be the most likely place to make up the short fall. The General Fund is challenged to keep up with the needs of the departments for staffing and equipment with the statutory maximum increase of 3% per year not including new growth and annexations. I have examined the financial statements of eight community centers and have found none that positively cash flow on user fees. All have been subsidized with other revenues. These other revenues include property taxes, sales taxes or general fund appropriations. The financial sustainability of a community center is dependent upon a wide variety of amenities and a secondary source of income.

It is anticipated that this type of facility would have an operational budget including staffing of approximately \$400,000.00 per year. If user fees made up 50% of the expenses the City would need to fund \$200,000.00 from another source. If the user fees improved to 70%, the City would need to make up the \$120,000.00 annual shortfall.

The bottom line is that without a new significant dedicated revenue stream or significant expense reductions by the City of Coeur d'Alene it could not financially pay for a community center with the amenities required meeting the stated needs of the citizens.

RESOLUTION NO. 07-031

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE ASSIGNMENT OF A USER AGREEMENT AND COVENANT REGARDING USE WITH THE COEUR D'ALENE PARKS FOUNDATION TO THE SALVATION ARMY.

WHEREAS, the City is a duly and properly formed municipal corporation under and by virtue of the constitution and laws of the state of Idaho; and

WHEREAS, the Parks Foundation is a duly and properly formed non-profit corporation under the laws of the state of Idaho and has designation as a 501(C)-3 organization from the Internal Revenue Service; and

WHEREAS, on February 20, 2007 the City Council approved a User Agreement and Covenant Regarding Use ("Use Agreement") between the City and Parks Foundation, which was entered into on March 1<sup>st</sup>, 2007; and

WHEREAS, the Use Agreement, in conjunction with other agreements, called on the City to fund site reclamation work in preparation for the construction of a Community Center that would address a documented deficiency (as outlined below) of recreational opportunities for the citizens of Coeur d'Alene and that would operate for a minimum of twenty five (25) years; and

WHEREAS, The Use Agreement requires that the Community Center be available to the general public without unlawful discrimination and the Center be operated in a manner that would not subject or obligate the users to engage in any religious or spiritual activity as a prerequisite for access to or use of the facility; and

WHEREAS, the Use Agreement also requires that the Community Center be operated so that services are not denied based on need; and

WHEREAS, the User Agreement contemplates that the Community Center will be operated by a third party and that the City will be asked to consent to the assignment of the User Agreement; and

WHEREAS, The City and the surrounding urban area in Kootenai County, Idaho have experienced significant population growth in the last seven (7) years, with the City's population increasing by twenty seven percent (27%) in that time; and

WHEREAS, this Kootenai County population growth involves an increase of nearly twenty percent (20%) of persons in the ages of pre-school through age twenty-one (21); and

WHEREAS, based on a recent study to update the Parks and Recreation Master Plan, it is anticipated that the City will continue to experience significant growth. Assuming a 4% growth rate, which is in the range of Coeur d'Alene's historic growth rate, it is anticipated that the City will reach a population of 61, 295 residents by 2015 and 74, 575 residents by 2020 (See Exhibit "A"); and

WHEREAS, the City Recreation Department ("Recreation Department") conducted an assessment of recreation needs and facilities in the area available to meet the recreational needs of the community and has identified a number of areas, some of which are outlined below, where additional recreational opportunities and facilities are necessary and desirable for the citizens of the City and surrounding area, which assessment is attached hereto as Exhibit "B" ("Assessment"); and

WHEREAS, swim lessons are a vital part of the Recreation Department's services because of the City's location on Lake Coeur d'Alene and the City's desire for children to be able to swim and play safely in the water; and

WHEREAS, the City currently holds swim lessons in a therapy pool at Kootenai Medical Center ("KMC") two evenings a week because the City does not have a municipal pool and there are no other pools available. Over time, the City's use of the pool has been cut in half and there is a real possibility of losing access completely because of KMC's increasing demand for water related therapy services and maintenance issues; and

WHEREAS, the Recreation Department turns children away from each swim lesson session because the demand for swim lessons exceeds the approximately 160 spaces available in each session; and

WHEREAS, the Assessment identified construction of a City pool as a "high" priority and identified the minimum pool necessary to meet the current demand would be a 25 yard by 25 meter pool that, along with supporting facilities, would cost approximately \$2.94 million dollars to construct excluding design services, furnishing and maintenance costs. This cost would not include a therapy or leisure pool; and

WHEREAS, staffing for the pool would include an aquatics director, lifeguards and swim instructors and cost approximately \$222,000.00 annually for wages and benefits based on 2007 rates of pay and benefits; and

WHEREAS, the City Recreation Department has identified the need for additional gymnasiums as the demand for gym space for Recreation Department programs has increased over the years; and

WHEREAS, the Recreation Department currently schedules practices and games for

approximately 200 organized basketball teams; and

WHEREAS, the city has, in the past, cost-shared with Coeur d'Alene School District 271 to enlarge gymnasiums to allow for City Recreation Department use. To date the city has cost-shared with USD 271 on four gymnasiums at a cost to the city of \$800,000.00 and the City is currently contributing \$150,000.00 to enlarge the gym at Project CDA to regulation size in order to meet the needs of the City's recreational leagues; and

WHEREAS, the gym at the proposed Community Center will provide an additional venue for basketball games and practices as well as a facility to accommodate indoor soccer. This will allow the city Recreation Department to save up to several hundred thousand dollars over the next ten years by delaying or eliminating the need to build additional gyms to accommodate city programs; and

WHEREAS, the city receives multiple requests for an indoor walking track because of the long, cold winters in North Idaho; and

WHEREAS, based on current construction costs, the cost to construct an indoor track around a pool or gymnasium would be approximately \$500,000.00; and

WHEREAS, the City owns and operates Ramsey Park, which contains several softball fields and is located adjacent to the proposed Community Center. Softball tournaments are held at the Park consistently throughout the summer and there is often not enough parking spaces at the Park; and

WHEREAS, the number of parking spaces at the proposed Community Center exceeds the number of stalls recommended by the Planning Department for recreational uses of this nature, creating an excess number of parking stalls; and

WHEREAS, if the City were to construct an additional 100 parking stalls at Ramsey Park the cost could reach \$250,000.00; and

WHEREAS, because of the parks proximity to the Proposed Community Center and the number of parking stalls provided by the Community Center, the City can enter into a reciprocal parking joint use agreement with the Community Center resulting in a cost savings of up to \$250,000.00 to the City.

WHEREAS, a five year study by the Coeur d'Alene Police Department indicates that juvenile criminal activity peaks in the "after school" hours of 3:00pm to 9:00pm (See Exhibit "C"); and

WHEREAS, multiple studies have concluded that nationally that juvenile violence and crime peaks in the after school hours on school days and in the evenings on non-school days and

that after-school programs and services such as provided by a Community Center can significantly reduce youth crime (See Exhibits “D”, “E”, “F”, “G” and “1”); and

WHEREAS, any reduction in criminal activity has a direct financial benefit to the city in terms of savings for police personnel and equipment costs. Each additional police officer costs the city \$65,057.00 per year; and

WHEREAS, other real cost savings by the reduction in juvenile criminal activity includes the decrease in money lost by citizens as a result of property crimes and the decrease in taxpayer expenditures for the criminal justice system. It costs approximately \$150.00 per day to house a juvenile offender, in addition to related costs and the long term negative impact on the juvenile offender; and

WHEREAS, the Parks Foundation has asked the City to approve of the assignment of the User Agreement to the Salvation Army; and

WHEREAS, the Salvation Army has agreed to be bound by all of the conditions and covenants of the User Agreement and has, in addition, clarified that it intends to operate the Community Center for as long as the need for such facilities exists and that it will be bound by the conditions and covenants of the Use Agreement and Assignment Agreement for as long as they operate the facility; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to approve of the assignment of the Use Agreement from the Parks Foundation to the Salvation Army; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that substantial competent evidence exists that the City of Coeur d'Alene will continue to grow increasing the demand for recreations services provided by the City.

BE IT FURTHER RESOLVED that the Mayor and City Council finds that the City would be required to spend in excess of \$3,000,000.00 dollars to construct recreational facilities to meet the growing need for recreational facilities.

BE IT FURTHER RESOLVED, that the Mayor and City Council finds that the because of the proximity of the proposed Community Center to Ramsey Park that the City will save money, in an amount up to \$250,000.00, by sharing parking with the Community Center.

BE IT FURTHER RESOLVED that substantial competent evidence exists both locally and nationally that juvenile crime peaks in the after school hours and that after school programs can significantly reduce the rates of juvenile crime.

BE IT FURTHER RESOLVED that the Mayor and City Council finds that the proposed Community Center will offer the types of programs shown to reduce juvenile crime rates, which will result in a cost savings to the City and the Citizens of Coeur d'Alene.

BE IT FURTHER RESOLVED that the Mayor and City Council find that the assignment of the Use Agreement from the Parks Foundation to the Salvation Army will provide the Citizens of Coeur d'Alene with necessary and valuable recreational opportunities and will result in an ultimate cost savings to the City.

BE IT FURTHER RESOLVED that the Mayor and City Council hereby authorize and approve the assignment of the Use Agreement from the Parks Foundation to the Salvation Army.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to execute all necessary documents, on behalf of the City, to complete the assignment.

DATED this 3<sup>rd</sup> day of April, 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 of Coeur d'Alene - Population Base

|           | 1994          | 1995          | 2000          | 2005          | 2010          | 2015          | 2020          |
|-----------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 2%        | 28,195        | 28,759        | 31,635        | 34,798        | 38,278        | 42,262        | 46,661        |
| 3%        | 28,195        | 29,040        | 33,396        | 38,405        | 44,166        | 51,200        | 59,335        |
| <b>4%</b> | <b>28,195</b> | <b>29,322</b> | <b>34,986</b> | <b>41,983</b> | <b>50,380</b> | <b>61,295</b> | <b>74,575</b> |
| 5%        | 28,195        | 29,604        | 37,005        | 46,256        | 57,820        | 73,795        | 94,183        |
| 6%        | 28,195        | 29,886        | 38,852        | 50,507        | 65,659        | 87,867        | 117,585       |
| 7%        | 28,195        | 30,168        | 40,727        | 54,981        | 74,225        | 104,104       | 146,012       |

### City of Coeur d'Alene - Service Base

|           | 1994          | 1995          | 2000          | 2005          | 2010          | 2015           | 2020           |
|-----------|---------------|---------------|---------------|---------------|---------------|----------------|----------------|
| 2%        | 49,717        | 50,711        | 55,989        | 61,816        | 68,250        | 75,354         | 83,196         |
| 3%        | 49,717        | 51,208        | 59,364        | 68,819        | 79,781        | 92,488         | 107,219        |
| <b>4%</b> | <b>49,717</b> | <b>51,705</b> | <b>62,907</b> | <b>76,537</b> | <b>93,119</b> | <b>113,294</b> | <b>137,839</b> |
| 5%        | 49,717        | 52,202        | 66,625        | 85,032        | 108,525       | 138,508        | 176,776        |
| 6%        | 49,717        | 52,700        | 70,524        | 94,377        | 126,298       | 169,015        | 226,180        |
| 7%        | 49,717        | 53,197        | 74,611        | 104,646       | 146,772       | 205,855        | 288,723        |

Sources: City of Coeur d'Alene Planning Department  
 Kootenai County Planning Department  
 Idaho State Employment Department  
 Coeur d'Alene Long Range Plan for: Parks & Outdoor Recreation 1994

**SPORTS AND SERVICES ASSESSMENT TO BE CONSIDERED FOR A  
COMMUNITY RECREATION CENTER**

**1. POOL**

**PRIORITY: HIGH**

**REASONS TO INCLUDE POOL IN A COMMUNITY RECREATION CENTER:**

1. No public pool exists within the city and demand for learn-to-swim classes cannot be met.
2. The only other available semi-public pools are at Sta-Fit and Ironwood and under most conditions require membership to swim.
3. Sta-Fit has been host to the city's U.S.S. (United States Swimming) team which has 120 members and swims year-round. Sta-Fit has decided to limit the team to a maximum of 60 members due to facility overcrowding. Additionally, Sta-Fit has decided to limit or possibly eliminate the popular 2<sup>nd</sup> and 3<sup>rd</sup> grade swim programs (which have over 200 annual participants). This will allow Sta-Fit to concentrate on more profitable learn-to-swim classes offered to members' children, and build its tri-athlete training program. This decision further limits the availability of indoor swimming opportunities for children.
4. The City currently is holding lessons in the Kootenai County Medical Center therapy pool and cannot fill demand for lessons. The pool is not available during the summer months.
5. Neither of the Coeur d'Alene public high schools have a pool and both schools have competitive swimming teams which are letter sports. The Coeur d'Alene High School women's and the Lake City High School men's teams were second in the Idaho State Championships last year and have grown each year since the programs began three years ago. Neither team may have a place to swim in the fall of 2007.
6. Coeur d'Alene is a lakeside community and as such has an obvious demand for learn-to-swim and water safety classes which cannot be taught in the lake. Since the closure of the YMCA pool, parents have limited access to swim training and a possible liability problem may develop. Several nationally ranked swimmers living in the Coeur d'Alene area are forced to drive to Spokane to train.

**SOLUTIONS:**

Optimum: An indoor 25 yard x 50 meter pool and a ramped therapy pool  
Minimum: An indoor 8 lane, 25 yard x 25 meter pool

## **ADVANTAGES:**

### **50 METER POOL**

1. A fifty meter pool is adequately sized to host summer and winter swim meets (long and short course), carry on swimming lessons, allow for kayak and canoe classes, conduct SCUBA lessons, and potentially add water polo at a high school level or at NIC.
2. The large pool maximizes use of the facility since two different types of classes could be conducted simultaneously.
3. An indoor 50 meter pool would be unique in North Idaho, Eastern Washington, and Western Montana. This would be advantageous for the following reasons:
  - (a) Hosting meets promotes tourism. Six to eight meets could be hosted annually, which would bring 200 to 400 families into the area for a minimum of three days for each meet. This would be a significant boon to the hotels, restaurants, and the tourism industry in the area.
  - (b) Swim Camps. A minimum of ten swim camps could be promoted per year. This would be a significant revenue producer for the pool itself and, again, for the tourism industry in the city due to an influx of 150 to 200 swimmers and parents per camp. These types of camps are never conducted in smaller-sized pools.
  - (c) The U.S.S. Swimming program which is currently limited in size could grow to an estimated 200+ swimmers. The increased number of swimmers will help pay to maintain and run a new facility.
  - (d) National Competition. A large number of Coeur d'Alene swimmers are competing in nation-wide swim competitions. A fifty meter pool is necessary for them to train and swim competitively.

### **THERAPY POOL:**

1. The installation of a warm water therapy pool would gain support from the local medical community.
2. The warm water therapy pool would be available for medical use (rehabilitation of injuries) which would generate income to operate the pools.
3. A warm water pool allows for toddler, Mommy and Me, adult aqua aerobics, and infant swim programs which are not currently available anywhere in the area and which would generate pool income.
4. Senior water exercise programs can be conducted.

## **II. BASKETBALL COURTS**

### **PRIORITY: HIGH**

### **REASONS TO INCLUDE IN A COMMUNITY RECREATION CENTER:**

1. A significant lack of basketball courts, both with and without lighting, exists in Coeur d'Alene.
2. Activities for teenage children in the evening and weekends, which basketball targets,

are lacking in the Coeur d'Alene area. No City facilities exist which currently cover this need. Juvenile crime is on the rise in the community and the increased number of families relocating to the Coeur d'Alene area have children in this age bracket. Night basketball courts, currently unavailable, have been shown to be an effective draw to a community center.

3. An indoor site capable of hosting tournaments, high school basketball games, or evening and weekend basketball clinics would be a significant draw to a community center.

4. Basketball courts double as multi-use areas for large public meetings, plays, dances, as well as for other sports such as volleyball, badminton, etc.

#### **SOLUTIONS:**

Optimum: Three indoor basketball courts

Median: Two indoor basketball courts

Minimum: One indoor basketball court

#### **ADVANTAGES: 3 INDOOR BASKETBALL COURTS:**

1. Allow for 6 half court basketball games occupying 60 playing individuals, substitutes, and spectators. In facilities researched typically 80 to 100 people are involved at any one time.

2. Allows (by proper layout) one playoff basketball court, plus area for spectator viewing in stands surround the court for 2000+ spectators (depending upon portable grandstand size).

3. When a community event occurs allowing for a large multi-use area.

4. Communities researched which have constructed this type of facility have shown a reduction in juvenile crime and a significant reduction in time the local police department dedicates to juvenile activities.

5. School players, during the off season, will have a place to hone their skills in a supervised atmosphere. This should result in better skilled players and a higher level of competition during the school season. This should result in a higher number of scholarships and increased interest in the community.

6. Basketball camps and clinics can be conducted which will generate income for the facility.

7. With proper marketing of the facility national and regional camps can be held which would stimulate tourism. A regional camp in a facility this size can attract 100+ participants and their families. These types of camps are not held in smaller facilities.

### **III. MEETING AND CONFERENCE ROOMS**

**PRIORITY: UNKNOWN**

#### **REASONS FOR INCLUSION IN A COMMUNITY CENTER:**

1. Meeting and conference rooms are in very short supply in the Coeur d'Alene area. These facilities, available to the general public, businesses, and visitor groups for a fee, can be utilized to help the Rec Center generate income.

2. Kitchen, catering, public address, and video presentation facilities. If these conference rooms are offered with these capabilities, they become even more versatile. A larger variety of

groups could then utilize them for banquets, business presentations, award dinners, etc. User fees are increased when these services are included.

3. Tourist groups and convention. The use of these rooms could be supplemented by making them available to tourist and convention groups. The conflict with currently available facilities offered through some of the hotels in the area should be explored, since this industry's support of the Rec Center is to be encouraged.

#### **SOLUTIONS:**

1. Typical size of this type of facility is in multiples of 60' to 75' wide by 200' to 250' long. Movable soundproof walls are used to partition the larger area into several rooms as small as 50' x 75'.

#### **ADVANTAGES:**

1. Conference halls could be significant sources of income to offset the operating expenses of the Rec Center.

2. Demand exists in the community for this type of facility; therefore a valuable community need would be met.

3. Construction of this type of facility is relatively inexpensive per square foot if property it is built on is inexpensive. Maintenance and operational expenses are also low.

### **IV. CLIMBING CENTER**

#### **PRIORITY: HIGH**

#### **REASONS FOR INCLUSION IN A COMMUNITY CENTER:**

1. Recreational/sport climbing is the second fastest growing sport in the U.S. It is the fastest growing sport in the under 25 age bracket.

2. A climbing center has the highest yield of number of people/square feet of floor space for any sport in a rec center. Since a majority of a climbing surface uses pre-existing wall space - construction costs for the number of uses is lower than any other sport.

3. Maintenance and operating costs of a climbing facility are lower than all sports except basketball, volleyball, and racquetball.

#### **ADVANTAGES:**

1. Very cost effective per participant.

2. Could dramatically add to Rec Center participation.

3. Does not compete with any local business or health club.

4. Can generate retail sales in equipment in the area. The average climber spends about \$500.00 per year in equipment.

5. Could generate an active travel/guided climb business associated with the Rec Center to generate additional income.

**PRIORITY: HIGH**

**REASONS TO INCLUDE IN A COMMUNITY CENTER:**

1. Inadequate multiple use areas exist in city and county.
2. Areas and rooms in a community center compliment the facility in allowing space for all different types of activities. Dances, instructional classes, crafts, athletic pursuits (such as aerobics), and almost any type of wholesome activity imaginable can be conducted in these areas.
3. Non-specific use spaces like this are an essential part of every community center visited.

**SOLUTIONS:**

Optimum: A linear arranged open area 40 (or more) feet wide by 100 (or more) feet long. Ideally would be adjacent to another open area (such as the facility basketball court) with removable walls so that the area could be combined with the adjacent area to create a much larger multi-use area for major community events. The linear arranged room should be divided at 25 to 35 foot increments with sound absorbing folding room dividers so the main room can be subdivided for several different functions.

Minimum: a 40' by 40' area with 10' high ceilings.

**ADVANTAGES:**

1. Lease expensive of all areas of community center to construct and maintain.
2. Often these areas become a hub of constructive community activity. Community goodwill can be readily built by use of such areas by community civic organizations.
3. If constructed adjacent to basketball courts these areas can be substantially increased in size by use of curtained walls separating them from these court(s). The multi-use area can be then used for large-scale public gatherings.
4. These areas, especially if adjoining bathroom and kitchen facilities are available, can be rented out to operate as an income generating component of the community center.

# **Juvenile Arrest / Problems**

**Sept. 1, 2000 to Aug. 31, 2005**

**Coœur d'Alene Police**

**Submitted by: L. Peterson, Crime Analysis**

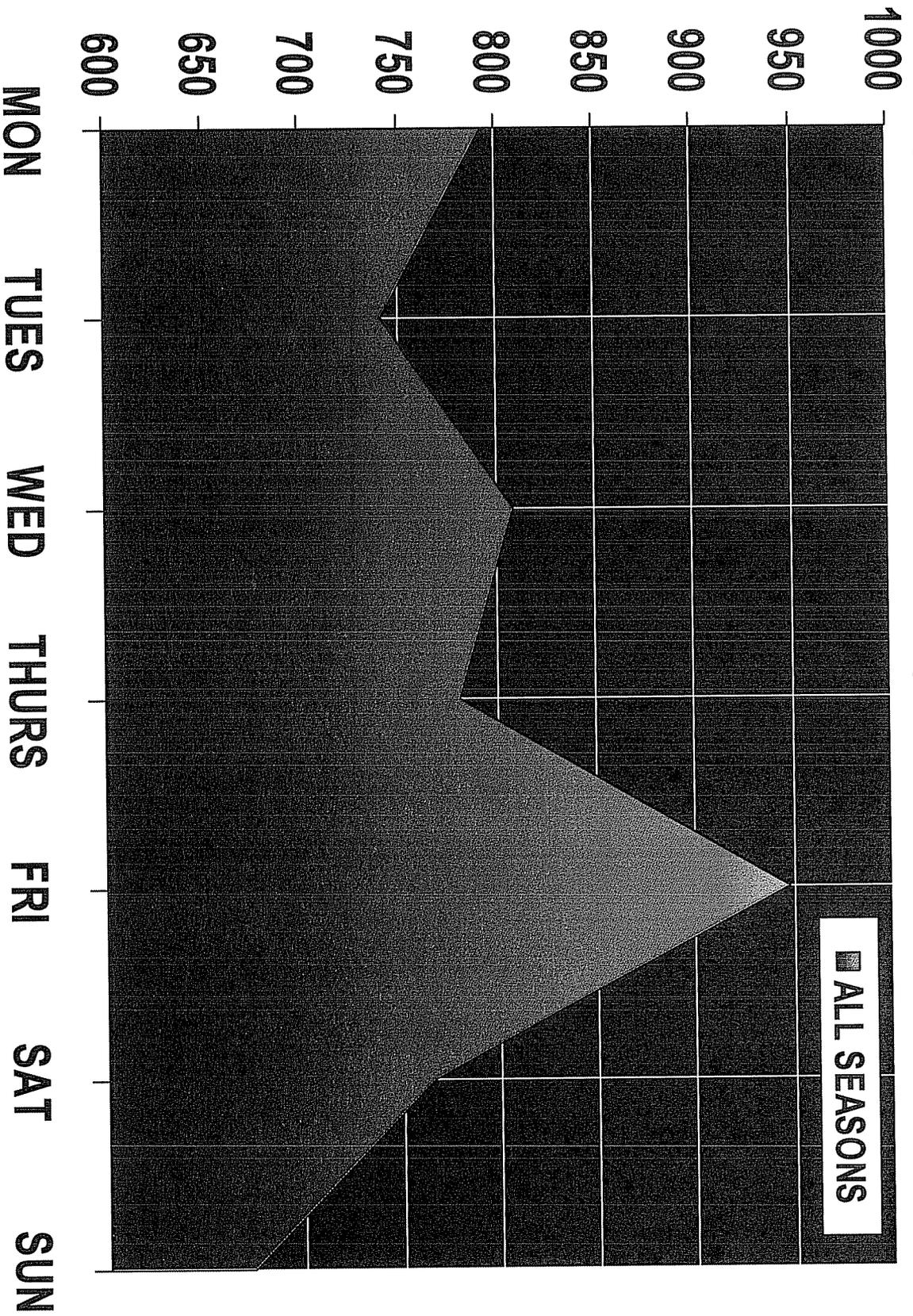
**September 12, 2005**

## Information Source

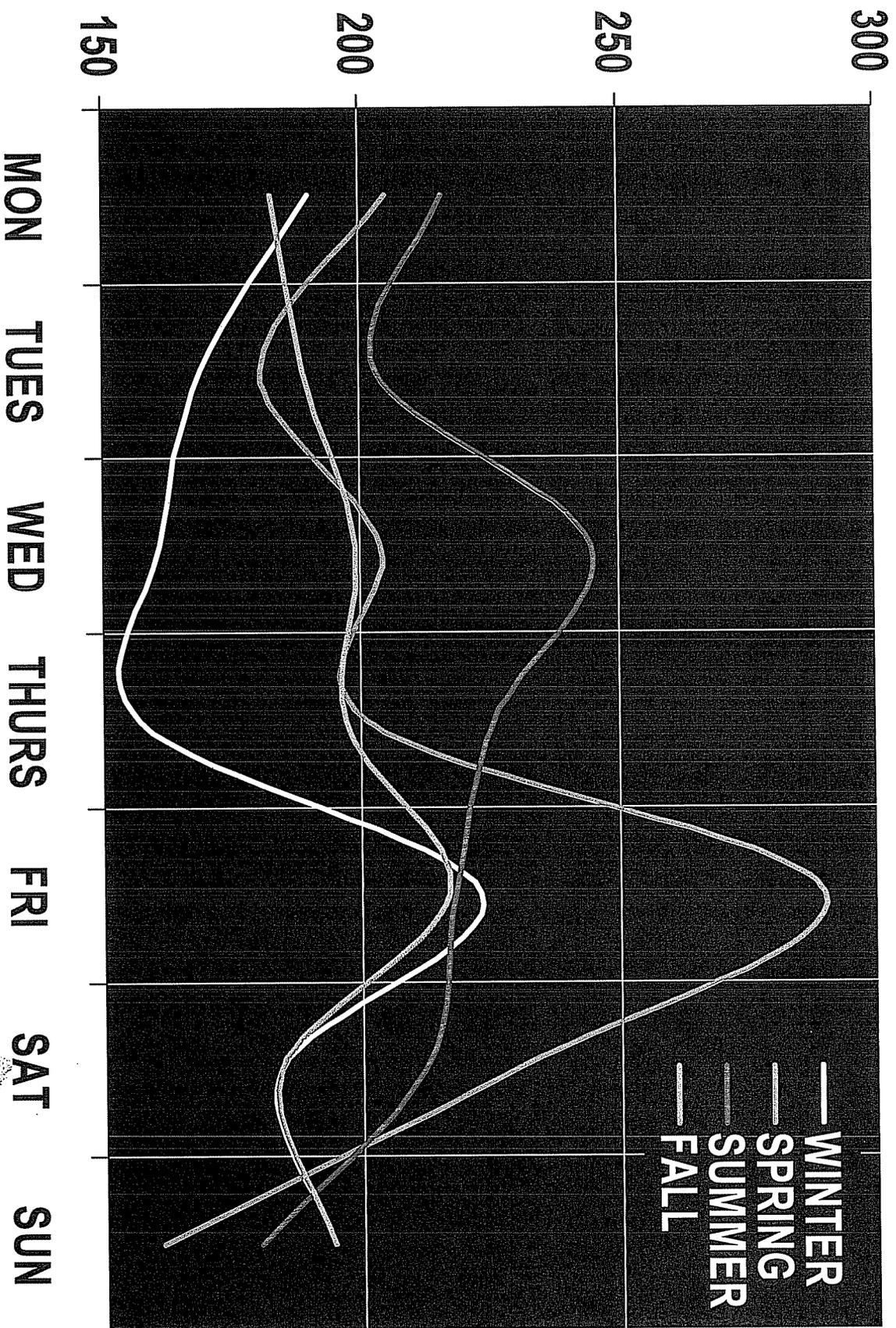
The information used for this analysis is data from the our Spillman database for calls reference both the nature of “juvenile problem” or closed with a disposition of “closed juvenile arrest.”

Data was compiled from September 1, 2000 through August 31, 2005.

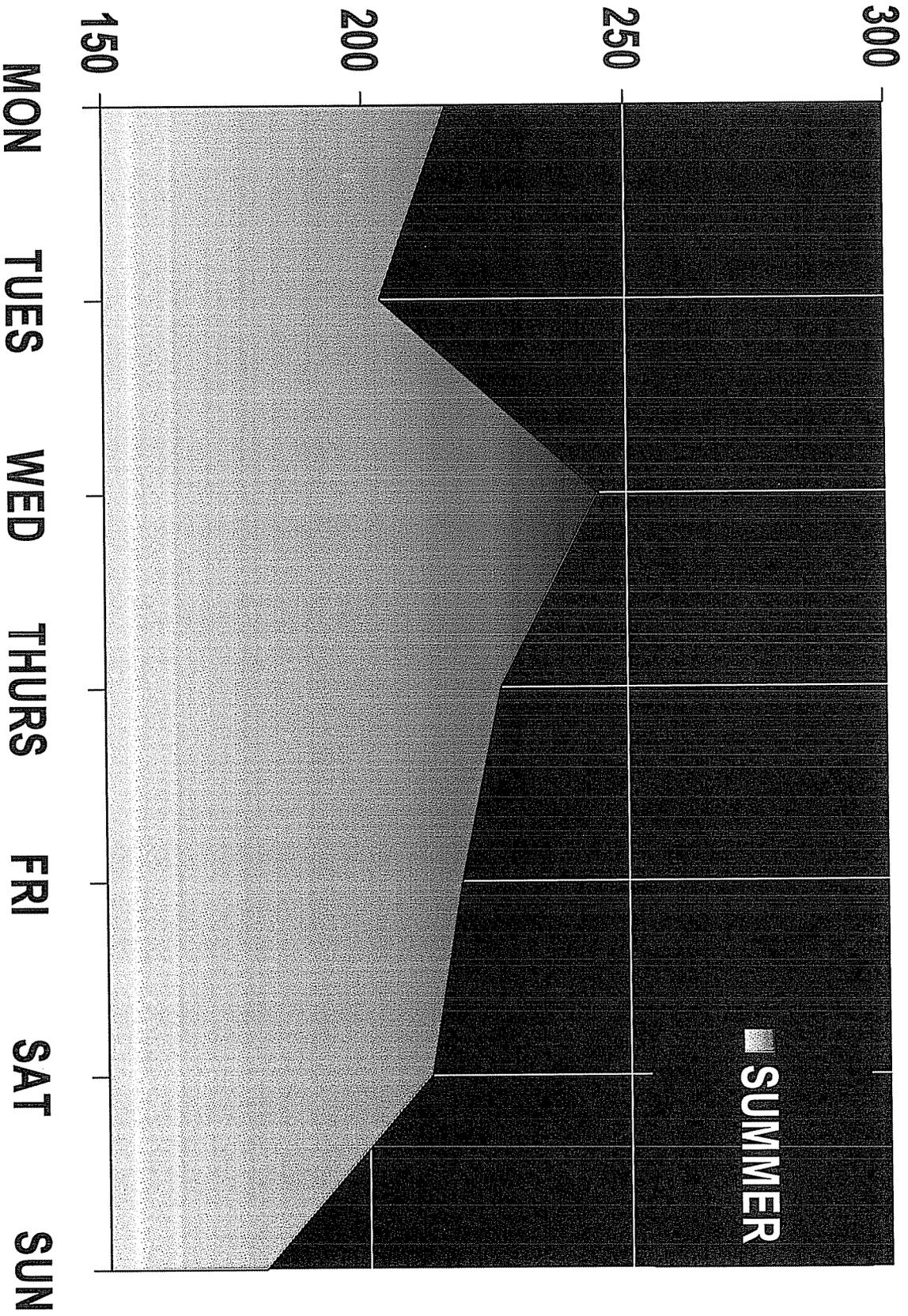
Juvenile Arrests / Problems: Sept 2000 – 2005 by Day of Week



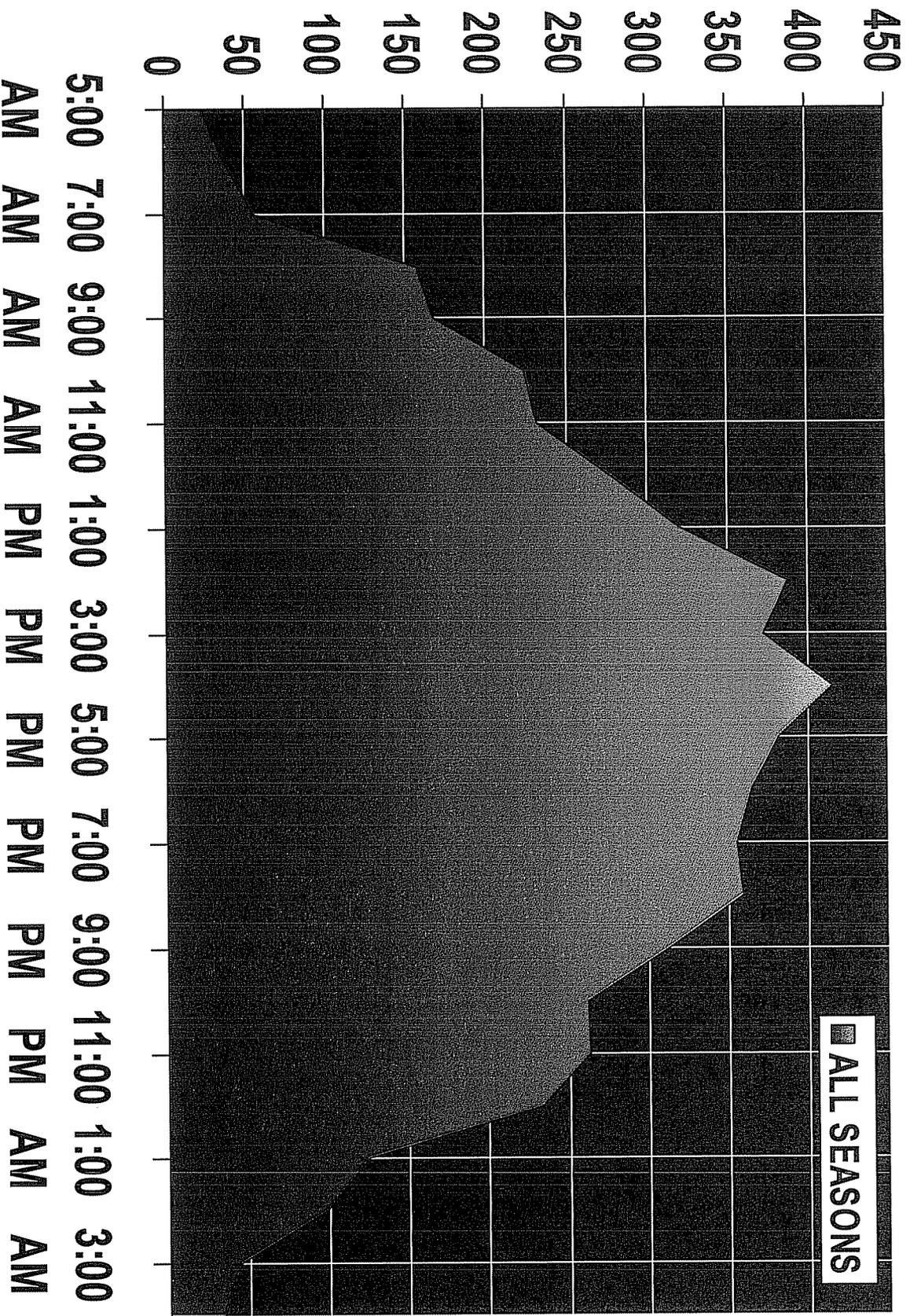
Juvenile Arrests / Problems: Sept 2000 – 2005 by Day of Week / Season



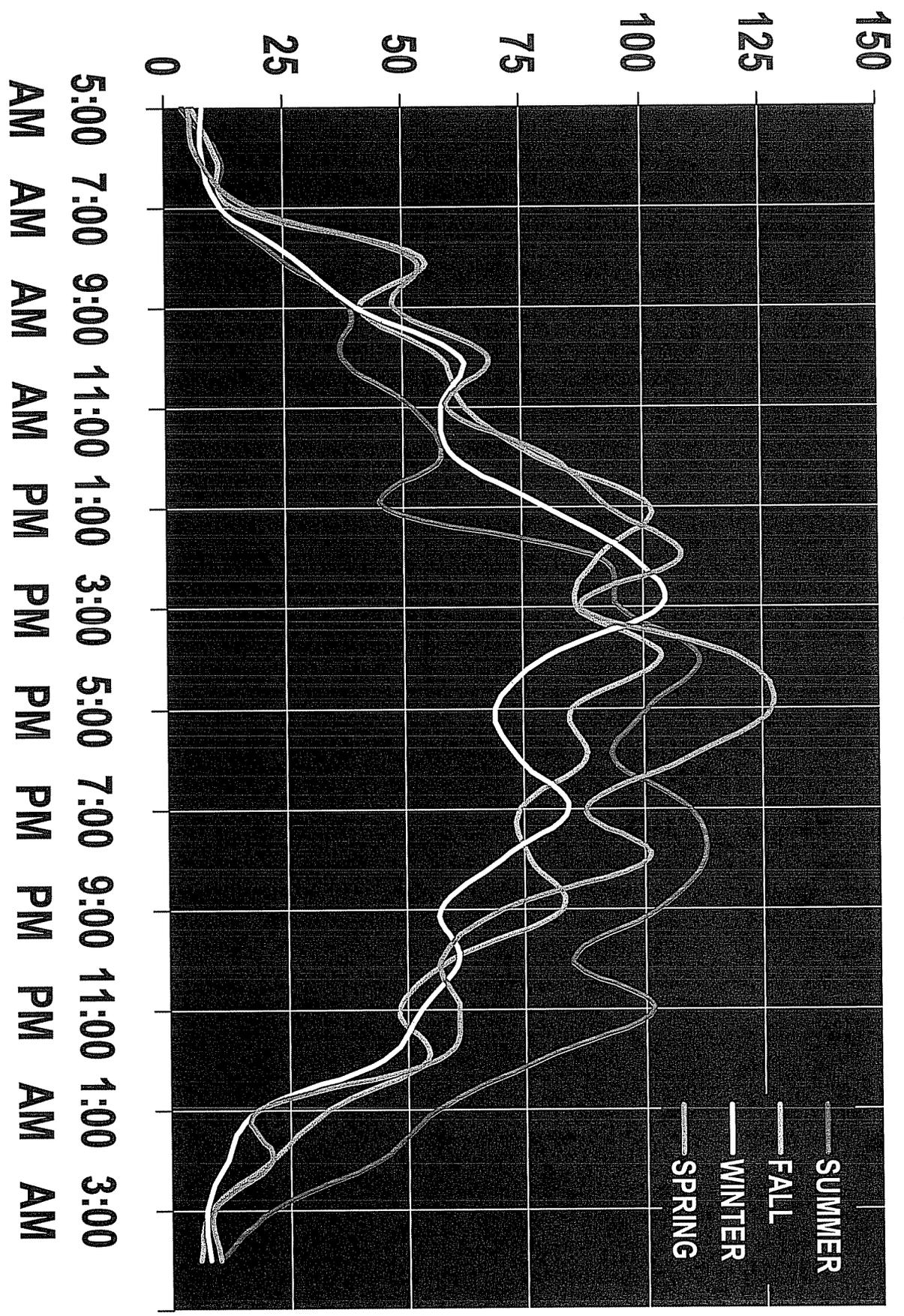
Juvenile Arrests / Problems: Sept 2000 – 2005 by Day of Week / Summer



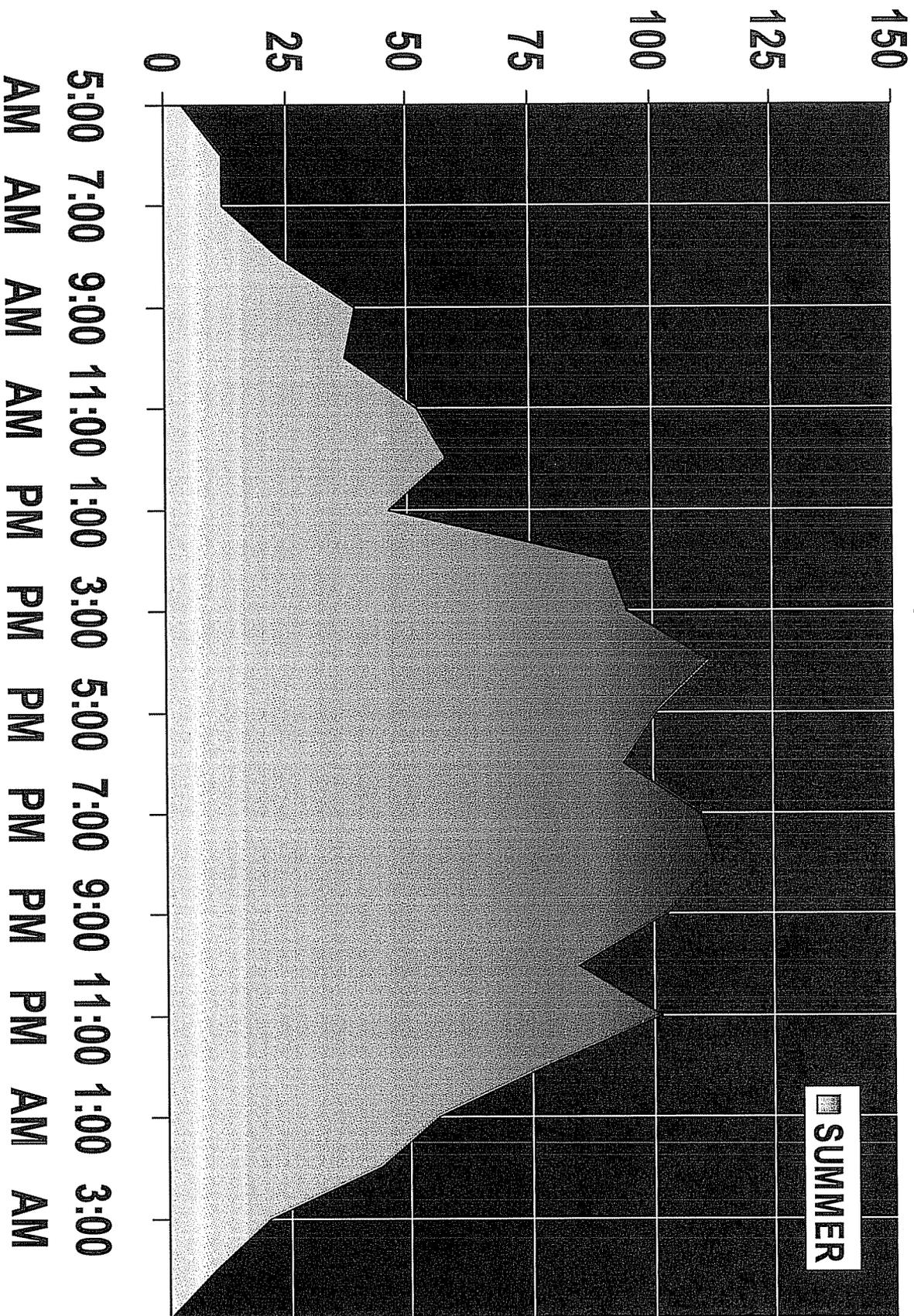
Juvenile Arrests / Problems: Sept 2000 – 2005 by Time of Day



Juvenile Arrests / Problems: Sept 2000 – 2005 by Time of Day / Season



Juvenile Arrests / Problems: Sept 2000 – 2005 by Time of Day / Summer



## **Archived Information**

*After-School Programs: Keeping Children Safe and Smart - June 2000*

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### **The Potential of After-School Programs**

#### **Keeping Children on the Right Track**

##### *Preventing Crime, Juvenile Delinquency, and Violent Victimization*

The rate for juvenile crime peaks in the after-school hours. About 10 percent of violent juvenile crimes are committed between 3 p.m. and 4 p.m. Children are also at a much greater risk of being the victim of a violent crime (murder, a violent sex offense, robbery, or assault) after the school day, roughly 2 p.m. to 6 p.m.

By offering children rewarding, challenging, and age-appropriate activities in safe, structured and positive environments, after-school programs help to reduce and prevent juvenile delinquency and insulate children from violent victimization.

##### *Preventing Drug, Alcohol and Tobacco Use*

"Latchkey" children are at a substantially higher risk for risk-taking behavior, including substance abuse. Youth ages 10-16 who have a relationship with a mentor, an important component of a quality after-school program, are 46 percent less likely to start using drugs and 27 percent less likely to start drinking alcohol.

After-school programs can provide youth with positive and healthy alternatives to drug, alcohol and tobacco use, criminal activity, and other high-risk behaviors during the peak crime hours after school.

##### *Decreasing the Amount of Television Watched*

The most common activity for children after school is watching television. After school and in the evenings, children watch, on average, about 23 hours per week of television. Quality after-school programs offer children and youth enjoyable alternatives to television watching during the after-school hours in environments filled with opportunities to learn and grow.

#### **Enhancing Children's Academic Achievement**

##### *Improving Children's Grades and Academic Achievement*

Young people attending formal after-school programs often spend more time in academic activities and in enrichment lessons than do their peers left unsupervised after school. Children whose out-of-school time includes 20-35 hours of constructive learning activities do better in school.

Studies indicate that students in after-school programs show better achievement in math,

reading, and other subjects.

*Increasing Children's Interest and Ability in Reading*

Quality after-school curricula expose children to an environment rich in language and print. Quality, research-based tutoring programs also produce improvements in reading achievement.

Tutoring can also lead to greater self-confidence in reading, increased motivation to read, and improved behavior.

*Improving School Attendance, Increasing Engagement in School, and Reducing the Dropout Rate*

After-school programs can help children develop greater confidence in their academic abilities and a greater interest in school, both of which have been shown to lead to improved school attendance and completion rates. Students who spent even one to four hours a week in extracurricular activities were 60 percent less likely to have dropped out of school by 12<sup>th</sup> grade than their peers who did not participate.

*Increasing Homework Quality*

The structure of an after-school program can make homework part of students' daily routine. This can contribute to children in after-school programs completing more and better-prepared homework because of their participation.

*Increasing Aspirations for the Future*

By giving children role models and the tools they need to succeed in school, after-school programs can help children realize their full potential.

**Supporting Children's Social Development and Their Relationships with Adults and Peers**

*Improved Behavior in School*

Research shows that children who participate in after-school programs behave better in class, handle conflict more effectively, and cooperate more with authority figures and with their peers.

*Better Social Skills*

The after-school environment allows children to interact socially in a more relaxed atmosphere. Research shows that children with the opportunity to make social connections in after-school hours are better adjusted and happier than those who do not have this opportunity.

*Improved Self-Confidence*

Youth organizations have indicated that the single most important factor in the success of their programs is the relationship between participants and the adults who work with them.

Programs can provide the opportunity for youth to gain self-confidence through development of caring relationships with adults and peers.

### Strengthening Schools, Families and Communities

#### More Effective Use of Funding

After-school programs can help school districts save money over the long term because of decreased student retention and special education placements. Where there is a decrease in juvenile crime due to a program, communities also save resources.

#### Greater Family and Community Involvement

Many after-school programs depend on and draw upon parent and community volunteers. Research shows that when families are involved in schools, students do better. Educators can also expect that when family and community members make an investment in an after-school program, they will be more interested and involved in their own children's learning, in the learning of all children in the program, and in the life of the school as a whole.

###



[\[Introduction\]](#)



[\[Contents\]](#)



[\[What Works: Components of Exemplary After-School Programs\]](#)

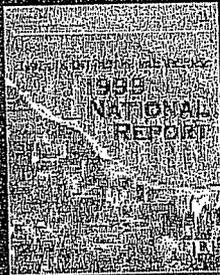


NOVEMBER 1999

# 1999 NATIONAL REPORT SERIES

## *Juvenile Justice Bulletin*

Shay Bilchik, Administrator



## Violence After School

*As the Nation moves into the 21st century, the reduction of juvenile crime, violence, and victimization constitutes one of the most crucial challenges of the new millennium. To meet that challenge, reliable information is essential. Juvenile*

*Offenders and Victims: 1999 National Report offers a comprehensive overview of these pervasive problems and the response of the juvenile justice system. The National Report brings together statistics from a variety of sources on a wide array of topics, presenting the information in clear, nontechnical text enhanced by more than 350 easy-to-read tables, graphs, and maps.*

*This Bulletin series is designed to give readers quick, focused access to some of the most critical findings from the wealth of data in the National Report. Each Bulletin in the series highlights selected themes at the forefront of juvenile justice policymaking and extracts relevant National Report sections (including selected graphs and tables).*

### Administrator's Message

In the midst of our national anxiety about recent violent tragedies in and around our schools and our search for solutions, we must be careful to act on the basis of fact, not fear, and to solve real problems, not imagined ones. Reliable data indicate that students are safer at school than away from school and commit fewer crimes during school hours than after school ends.

The real problem area is not the school itself but the world our children return to after the dismissal bell rings. In today's society, fewer and fewer children have a parent waiting for them at home when school lets out. As a result, youth often supervise themselves and younger siblings after school with varying degrees of oversight by parents and guardians. Most juveniles are responsibly engaged in an array of positive activities, such as sports, clubs, or homework, or they "hang out" harmlessly with friends. However, for youth who have few activities available, whose friends are prone to negative behavior, or who experience other risk factors, the unsupervised hours between school and dinnertime offer ample opportunity to go astray. Statistics show that serious violent crime committed by juveniles peaks in the hours immediately after the close of school.

At the same time, we should not fail to recognize that during these afterschool hours, juveniles are most likely to become victims of crime, including violent crimes such as robberies and aggravated assaults. In this unsupervised time, youth are more vulnerable and more likely to be exploited, injured, and even killed.

The data reported in this Bulletin document the need for schools and communities to develop strategies for youth during afterschool hours. The information provided here demonstrates the desirability of exploring policy changes, such as flexible work schedules so parents can provide more direct supervision during these crucial hours. Local school districts and communities need to consider initiating or expanding recreational, sports, employment, mentoring, tutoring, arts, and homework programs as positive alternatives to unsupervised time in a child's day.

Knowledge is indeed power. Although we may not always be able to prevent isolated incidents of extraordinary violence, we can work together to develop programs and strategies that prevent juvenile crime and violence where and when they occur most predictably—away from school during afterschool hours.

Shay Bilchik  
Administrator

OJJDP

# Juvenile violence peaks in the afterschool hours on school days and in the evenings on nonschool days

## Juveniles commit crimes at different times than adults do

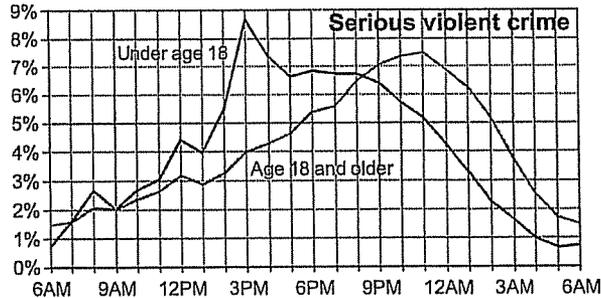
The FBI's National Incident-Based Reporting System (NIBRS) collects information on each crime reported to law enforcement agencies, including the date and time that the crime was committed. Analyses of these data document that the most likely time for committing a violent crime is different for juveniles and adults.

A new analysis of NIBRS data using the FBI's master files from 1991 through 1996 confirms earlier findings. In general, the number of violent crimes committed by adults increases hourly from 6 a.m. through the afternoon and evening hours, peaks at 11 p.m., and then drops hourly to a low point at 6 a.m. In stark contrast, violent crimes by juveniles peak in the afternoon between 3 p.m. and 4 p.m., the hour at the end of the school day.

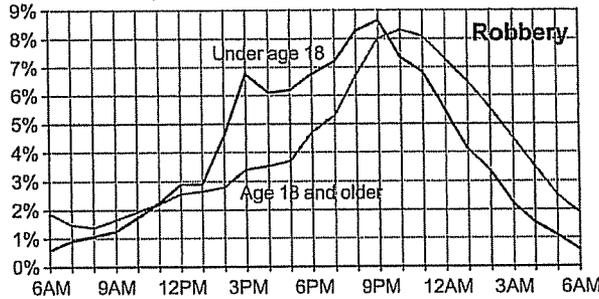
The importance of this afterschool period in understanding the patterns of juvenile violence is confirmed when the days of the year are divided into two groups: school days (i.e., Monday through Friday, excluding holidays, in September through May) and nonschool days (all days in June through August, all weekends, and holidays). A comparison of the crime patterns for school and nonschool days finds that the 3 p.m. peak occurs only on school days. The time pattern of juvenile violent crimes on nonschool days is similar to that of adults, with a gradual increase during the afternoon and evening hours, a peak between 8 p.m. and 10 p.m., and a decline thereafter. Therefore, on both school and nonschool days, the level of juvenile violence is relatively low during the time period when juvenile curfew laws are in effect.

## While adult robberies and aggravated assaults present similar temporal patterns, the juvenile patterns differ

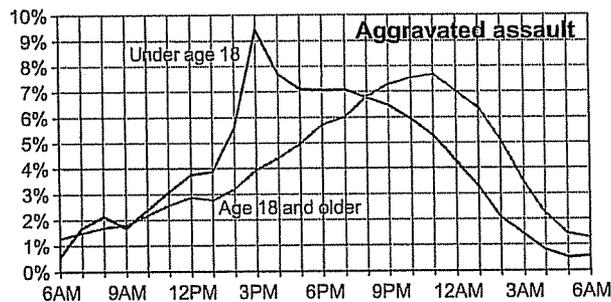
Percent of serious violent incidents in age group



Percent of robbery incidents in age group



Percent of aggravated assault incidents in age group

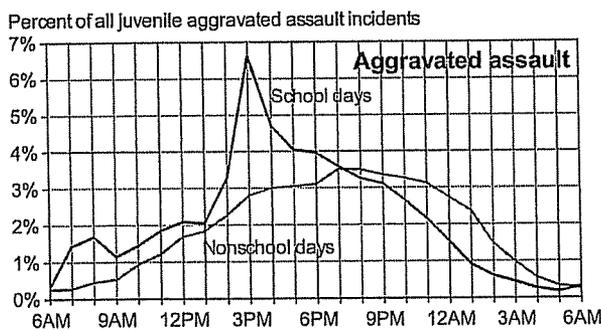
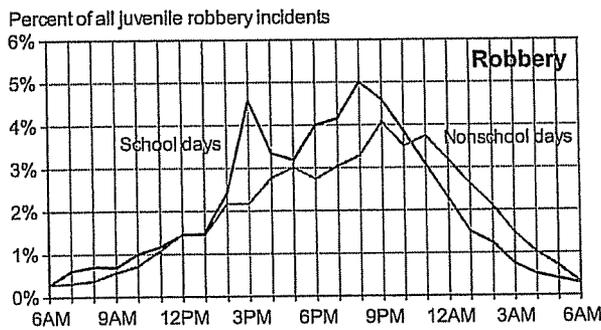
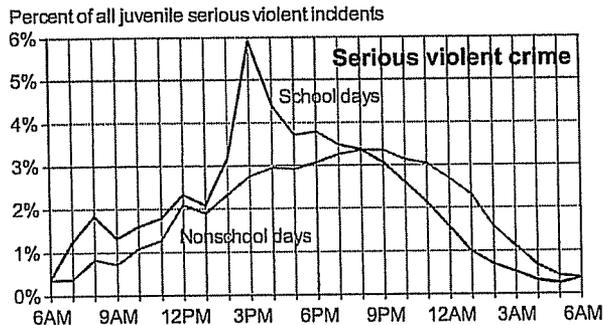


- Aggravated assaults by juveniles are most common around 3 p.m., while the number of juvenile robberies peaks around 9 p.m.
- About two-thirds of all serious violent crimes are aggravated assaults, so they control the overall temporal pattern of serious violent crime.

Note: Serious violent crimes include murder, violent sexual assault, robbery, and aggravated assault. Data are from 12 States (Alabama, Colorado, Idaho, Illinois, Iowa, Massachusetts, Michigan, North Dakota, South Carolina, Utah, Vermont, and Virginia).

Source: Authors' analyses of the FBI's *National Incident-Based Reporting System* master files for the years 1991-1996 [machine-readable data files].

**Serious juvenile crimes cluster in the hours immediately after the close of school**



- On school days, robberies and aggravated assaults by juveniles both peak at 3 p.m.; unlike aggravated assaults, robberies also peak at night.
- The temporal pattern of juvenile violence on nonschool days is similar to the overall pattern for adults; juvenile violence peaks at night on nonschool days.

Note: Serious violent crimes include murder, violent sexual assault, robbery, and aggravated assault. Data are from 12 States (Alabama, Colorado, Idaho, Illinois, Iowa, Massachusetts, Michigan, North Dakota, South Carolina, Utah, Vermont, and Virginia).

Source: Authors' analyses of the FBI's *National Incident-Based Reporting System master files* for the years 1991–1996 [machine-readable data files].

**After-school programs have more crime reduction potential than juvenile curfews**

The number of school days in a year is essentially equal to the number of nonschool days in a year. Based on NIBRS data, 57% of all violent crimes by juveniles (i.e., murder, forcible rape, robbery, and aggravated and simple assault) occur on school days. In fact, 19% of all juvenile violent crimes occur in the 4 hours between 3 p.m. and 7 p.m. on school days. A similar proportion of juvenile violent crime (21%) occurs during the standard juvenile curfew hours of 10 p.m. to 6 a.m. However, the annual number of hours in the curfew period (i.e., 8 hours every day) is four times greater than the number of hours in the 3 p.m. to 7 p.m. period on school days (i.e., 4 hours on one-half of the days in the year). Therefore, the rate of juvenile violence in the after-school period is four times the rate in the juvenile curfew period. This analysis suggests that the potential for reducing a community's juvenile violent crime rate is greater for efforts to reduce juvenile crime after school than for juvenile curfews.

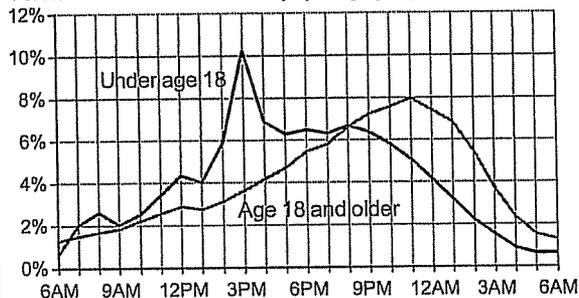
**Sexual assaults by juveniles peak in the hours after school**

The most likely hour of a school day for a juvenile to commit a sexual assault is between 3 p.m. and 4 p.m. In fact, more than half of sexual assaults by juveniles occur in the 4 hours between 3 p.m. and 7 p.m. on school days. Unlike other violent crimes, sexual assaults by juveniles on nonschool days are most likely to occur between noon and 4 p.m.

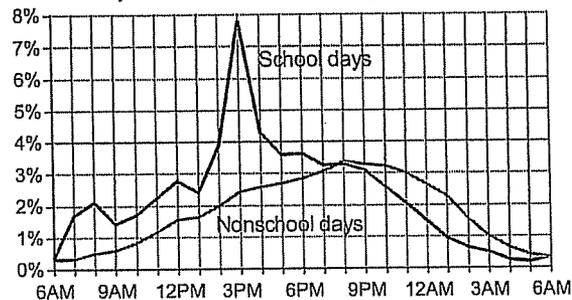
**Juveniles injure more victims in the hours around the close of school than at any other time**

**Violent crime with injury**

Percent of violent incidents with injury in age group



Percent of all juvenile violent incidents with injury

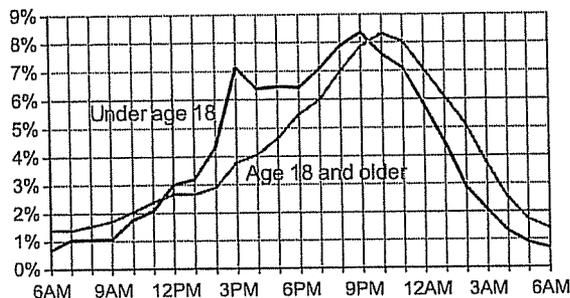


■ The number of persons injured by adult offenders increases through the afternoon and evening hours and peaks around 11 p.m.

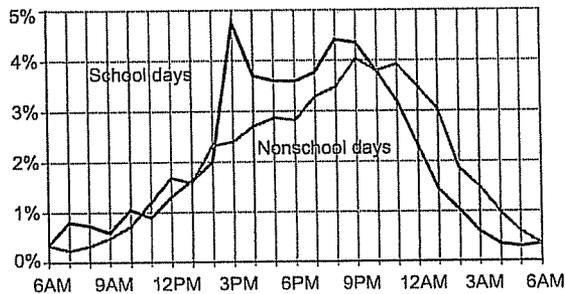
In general, the temporal pattern of violent crimes committed by juveniles with firearms is similar to the adult pattern, except for the high proportion of juvenile firearm-involved crimes that occur immediately after school on school days

**Violent crime committed with a firearm**

Percent of violent incidents with firearm in age group



Percent of all juvenile violent incidents with firearm



Note: Violent crime includes murder, violent sexual assault, robbery, aggravated assault, and simple assault. Data are from 12 States (Alabama, Colorado, Idaho, Illinois, Iowa, Massachusetts, Michigan, North Dakota, South Carolina, Utah, Vermont, and Virginia).

Source: Authors' analyses of the FBI's *National Incident-Based Reporting System master files* for the years 1991-1996 [machine-readable data files].

# Juveniles are at the highest risk of being victims of violence at the end of the school day

## Victim reports and police incident data both show daytime juvenile victimization peaks

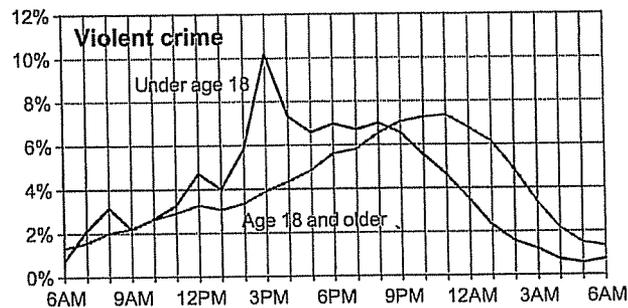
In recent years, analyses of the FBI National Incident-Based Reporting System (NIBRS) data have highlighted the fact that juveniles are at highest risk of being the victim of a violent crime in the 4 hours following the end of the school day (roughly 2 p.m. to 6 p.m.). This pattern is based on reports of crimes to law enforcement. It is possible that the actual pattern of crime against juveniles differs from the police data, because much of juvenile crime is never reported to law enforcement.

To investigate this possibility, data from the National Crime Victimization Survey (NCVS) were analyzed to determine the time periods in which a nationally representative sample of youth ages 12-17 said they had been victimized in 1996, regardless of whether the crime had been reported to law enforcement. NCVS asks the victims to indicate in which of a day's four 6-hour blocks their victimization occurred. For comparison, NIBRS data were then analyzed for victims of the same ages.

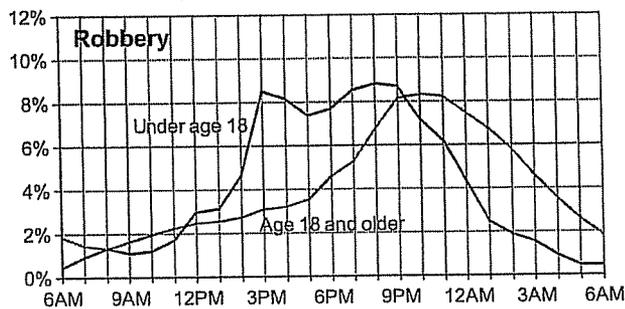
The results show that juvenile victims report even more crime occurring between noon and 6 p.m. (which includes the afterschool period) than indicated by NIBRS data. For example, NCVS victims indicate that half (51%) of all robberies occur between noon and 6 p.m., while the police data show that only 32% of juvenile robberies reported to them occurred during this period. Similarly, NCVS data show a greater proportion of aggravated assaults (49% vs. 34%) and simple assaults (59% vs. 38%) occurring between noon and 6 p.m.

## The violent victimization of juveniles is greatest between 3 p.m. and 9 p.m., while adult victimizations are most common between 9 p.m. and midnight

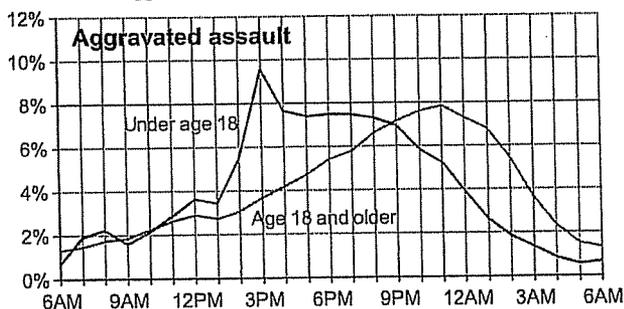
Percent of all violent victimizations in age group



Percent of all robbery victimizations in age group



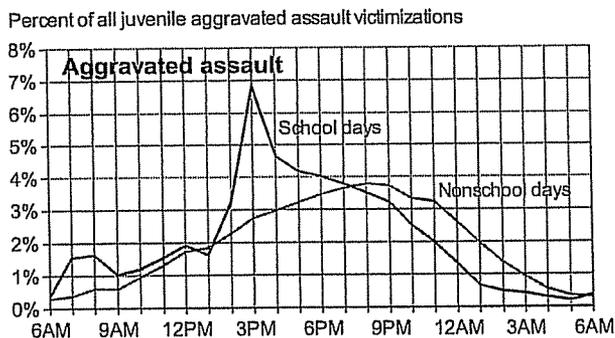
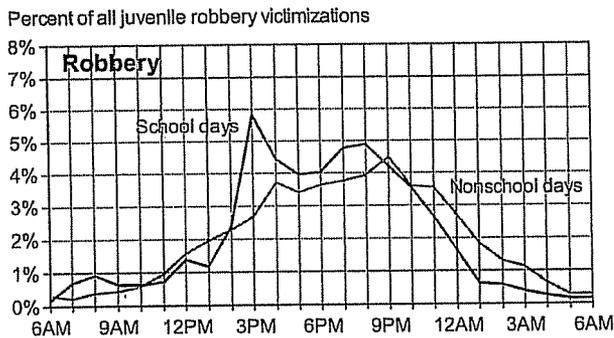
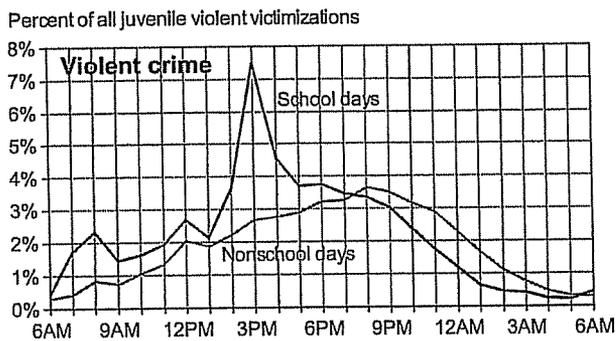
Percent of all aggravated assault victimizations in age group



Note: Violent victimizations include the crimes of murder, violent sexual assault, robbery, aggravated assault, and simple assault. Data are from 12 States (Alabama, Colorado, Idaho, Illinois, Iowa, Massachusetts, Michigan, North Dakota, South Carolina, Utah, Vermont, and Virginia).

Source: Authors' analyses of the FBI's National Incident-Based Reporting System master files for the years 1991-1996 [machine readable data files].

**1 in 5 of all violent crimes with juvenile victims occurs between 3 p.m. and 7 p.m. on school days**



Note: Violent victimizations include the crimes of murder, violent sexual assault, robbery, aggravated assault, and simple assault. Data are from 12 States (Alabama, Colorado, Idaho, Illinois, Iowa, Massachusetts, Michigan, North Dakota, South Carolina, Utah, Vermont, and Virginia).

Source: Authors' analyses of the FBI's *National Incident-Based Reporting System* master files for the years 1991-1996 [machine readable data files].

| Offense                   | Percent of all crimes against juveniles |                |
|---------------------------|-----------------------------------------|----------------|
|                           | Victim reports                          | Police records |
| <b>Robbery</b>            |                                         |                |
| 6 a.m.-noon               | 14%                                     | 7%             |
| Noon-6 p.m.               | 51                                      | 32             |
| 6 p.m.-midnight           | 32                                      | 49             |
| Midnight-6 a.m.           | 4                                       | 13             |
| <b>Aggravated assault</b> |                                         |                |
| 6 a.m.-noon               | 7                                       | 11             |
| Noon-6 p.m.               | 49                                      | 34             |
| 6 p.m.-midnight           | 37                                      | 42             |
| Midnight-6 a.m.           | 6                                       | 13             |
| <b>Simple assault</b>     |                                         |                |
| 6 a.m.-noon               | 21                                      | 14             |
| Noon-6 p.m.               | 59                                      | 38             |
| 6 p.m.-midnight           | 18                                      | 39             |
| Midnight-6 a.m.           | 2                                       | 9              |

It is reasonable that victim reports indicate greater proportions of victimization occurring during hours that include the afterschool period than do the law enforcement data. As NCVS data indicate, juveniles did not tell adults about a substantial portion of their victimizations, and when they did tell an adult, they often reported to authorities other than law enforcement (e.g., school officials). These authorities may handle the matter themselves or refer the matter to law enforcement.

Because crimes in and around school are likely to be reported initially to school officials who may not report them to police, such crimes may be less likely to be reported to law enforcement than crimes occurring at other times of the day. Consequently, law enforcement data may actually underestimate the proportion of crime that occurs in the afterschool hours.

**In 1996, about half (48%) of serious violent juvenile victimizations occurred between noon and 6 p.m.**

| Victimization characteristics | Percent of juvenile victimizations |              |                  |                 |
|-------------------------------|------------------------------------|--------------|------------------|-----------------|
|                               | 6 a.m.– Noon                       | Noon– 6 p.m. | 6 p.m.– Midnight | Midnight 6 a.m. |
| <b>Serious violence</b>       | <b>10%</b>                         | <b>48%</b>   | <b>34%</b>       | <b>8%</b>       |
| Rape                          | 9                                  | 32           | 21               | 38              |
| Robbery                       | 14                                 | 51           | 32               | 4               |
| Aggravated assault            | 7                                  | 49           | 37               | 6               |
| Male                          | 9                                  | 51           | 34               | 5               |
| Female                        | 10                                 | 42           | 34               | 13              |
| White                         | 9                                  | 50           | 34               | 7               |
| Black                         | 11                                 | 50           | 33               | 7               |
| City                          | 12                                 | 47           | 33               | 9               |
| Suburban                      | 5                                  | 55           | 34               | 6               |
| Rural                         | 17                                 | 34           | 39               | 9               |
| <b>Simple assault</b>         | <b>21%</b>                         | <b>59%</b>   | <b>18%</b>       | <b>2%</b>       |
| Male                          | 22                                 | 58           | 18               | 2               |
| Female                        | 18                                 | 60           | 19               | 2               |
| White                         | 21                                 | 61           | 16               | 2               |
| Black                         | 20                                 | 43           | 35               | 2               |
| City                          | 24                                 | 54           | 20               | 2               |
| Suburban                      | 19                                 | 64           | 15               | 2               |
| Rural                         | 21                                 | 50           | 25               | 3               |

- More than one-third (38%) of rapes occurred between midnight and 6 a.m., a proportion higher than any other violent crime for that time period. As a result, the time patterns for serious violent victimizations overall differed slightly for males and females.
- Time patterns for serious violent victimizations were similar for white juveniles and black juveniles, with half of all these victimizations occurring between noon and 6 p.m. In contrast, a greater proportion of simple assaults of black juveniles occurred during the evening hours.
- Compared with cities and rural areas, suburban areas had the greatest proportion of violent juvenile victimizations occurring in the hours between noon and 6 p.m.

Note: Detail may not total 100% because of rounding.

Source: Authors' analysis of data for 1996 from the Bureau of Justice Statistics' *National Crime Victimization Survey* [machine readable data file].

## Sources

Information for this Bulletin was taken from chapters 2 and 3 of *Juvenile Offenders and Victims, 1999 National Report*. For full listings of sources for these chapters, see pages 49 and 84 of the *National Report*.

## Resources

There are many youth-focused programs with afterschool initiatives and activities for children and youth. For comprehensive information on resources that support children and youth during out-of-school hours, visit [www.afterschool.gov](http://www.afterschool.gov). This Web site, which is sponsored by the interagency Federal Support to Communities Initiative, provides a database of more than 100 federal grant and loan programs, information on community success stories and networking opportunities for afterschool programs, federal publications and clearinghouses, and Web sites designed for children and teenagers, and access to information on food and nutrition, health and safety, learning, recreation, technology, transportation, and volunteers.

Answers to frequently asked questions about juvenile justice statistics, as well as periodic updates of data presented in *Juvenile Offenders and Victims, 1999 National Report*, are available on the Internet in the OJJDP Statistical Briefing Book, which can be accessed through the OJJDP home page at [www.ojjdp/njrs.org](http://www.ojjdp/njrs.org) through the JJI Facts & Figures prompt.

Continued on page 8

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NCJ 178992

### Resources *Continued from page 7*

For information on OJJDP initiatives related to the reduction of juvenile crime, violence, and victimization, contact the Juvenile Justice Clearinghouse (JJC) at [www.ojjdp.ncjrs.org](http://www.ojjdp.ncjrs.org) or call 800-638-8736.

### HOW TO GET YOUR FREE COPY

*Juvenile Offenders and Victims: 1999 National Report* (NCJ 178257) is available online from the OJJDP Web site ([www.ojjdp.ncjrs.org](http://www.ojjdp.ncjrs.org)) under the JJ Facts & Figures section and the Publications section or can be ordered from OJJDP's Juvenile Justice Clearinghouse. Send an e-mail to [puborder@ncjrs.org](mailto:puborder@ncjrs.org), call 800-638-8736 (select option 2), or write to the Juvenile Justice Clearinghouse, P.O. Box 6000, Rockville, MD 20849-6000. Be sure to ask for NCJ 178257.

### Acknowledgments

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**FIGHT  
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**INVEST  
IN KIDS**

ED 412 319

**After-School Crime  
or  
After-School Programs:**

*Tuning In to the  
Prime Time for Violent Juvenile Crime  
and Implications for National Policy*

**A Report to the United States Attorney General**

*from*

**FIGHT CRIME: INVEST IN KIDS**

*by*

**James Alan Fox, Ph.D., Dean, College of Criminal Justice,  
Northeastern University**  
**Sanford A. Newman, J.D., President, Fight Crime: Invest in Kids**

This report is based on the newly released data on the prevalence of violent juvenile crime by time of day. These data were compiled from the F.B.I.'s National Incident-Based Reporting System by Melissa Sickmund, Howard N. Snyder, and Eileen Poe-Yamagata for their forthcoming "Juvenile Offenders and Victims: 1997 Update on Violence," National Center for Juvenile Justice (Washington, DC: Office of Juvenile Justice and Delinquency Prevention).

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## **After-School Crime or After-School Programs:**

### ***Tuning In to the Prime Time for Violent Juvenile Crime and Implications for National Policy***

**A Report to the United States Attorney General  
from  
FIGHT CRIME: INVEST IN KIDS**

by  
**James Alan Fox, Ph.D., Dean, College of Criminal Justice, Northeastern University  
Sanford A. Newman, J.D., President, Fight Crime: Invest in Kids**

### **Executive Summary**

#### **Prime Time for Juvenile Crime**

Until recently, the only solid data available to tell us at what time of day most juvenile crime occurs have been data from South Carolina. These data have been criticized because they came from only one state, and because that state had a more modest juvenile gang problem than many others.

New data have been compiled from FBI reports by the National Center on Juvenile Justice and the Office for Juvenile Justice and Delinquency Prevention. These data which have recently become available are based on eight states: Alabama, Colorado, Iowa, Idaho, Illinois, North Dakota, South Carolina, and Utah.<sup>1</sup>

These new data make clear that the peak hours for violent juvenile crime are 3:00 PM to 8:00 PM. They tell us that when the school bell rings, leaving millions of young people without responsible adult supervision or constructive activities, juvenile crime suddenly triples and prime time for juvenile crime begins.

Nearly half of all violent juvenile crime takes place during the six-hour period between 2:00 PM and 8:00 PM, and nearly two thirds of all violent juvenile crime takes place during the nine hours between 2:00 PM and 11:00 PM. In contrast, just one seventh occurs during the eight hours from 11:00 PM to 7:00 AM, the period for which curfew laws are often suggested.

This report focuses on days when school is in session — the days when after-school programs could conceivably have a major impact on youth activity during the prime time juvenile crime hours. About half of the days of the year are school days, but 57% of violent crime committed by juveniles occur on these days.<sup>2</sup>

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<sup>1</sup> Melissa Sickmund, Howard N. Snyder, and Eileen Poe-Yamagata "Juvenile Offenders and Victims: 1997 Update on Violence," National Center for Juvenile Justice (Washington, DC: Office of Juvenile Justice and Delinquency Prevention).

<sup>2</sup> Ibid.

### **Foolish Policy Choices**

These data are a wake-up call telling us that we as a nation are making a foolish choice—and paying a tragic price. When we send millions of young people out on the streets after school with no responsible supervision or constructive activities, we reap a massive dose of juvenile crime. If, instead, we were to provide students with quality after-school programs, safe havens from negative influences, and constructive recreational, academic enrichment and community service activities, we would dramatically reduce crime while helping students develop the values and skills they need to become good neighbors and responsible adults.

### **Decisions Ahead**

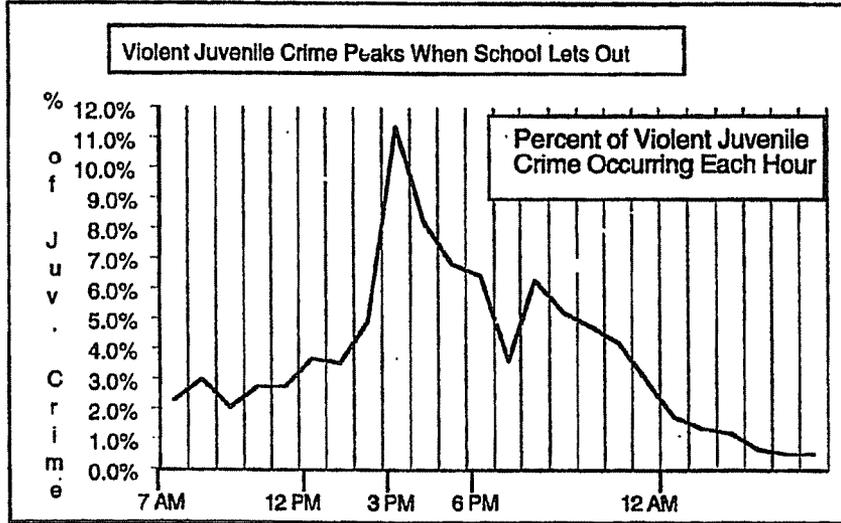
America's leaders must decide whether they are ready to invest in the after-school programs which can ensure that the school dismissal bell signals the start of a rich afternoon of constructive child and youth development and of community service rather than the start of a daily surge in juvenile crime.

#### **Acknowledgement**

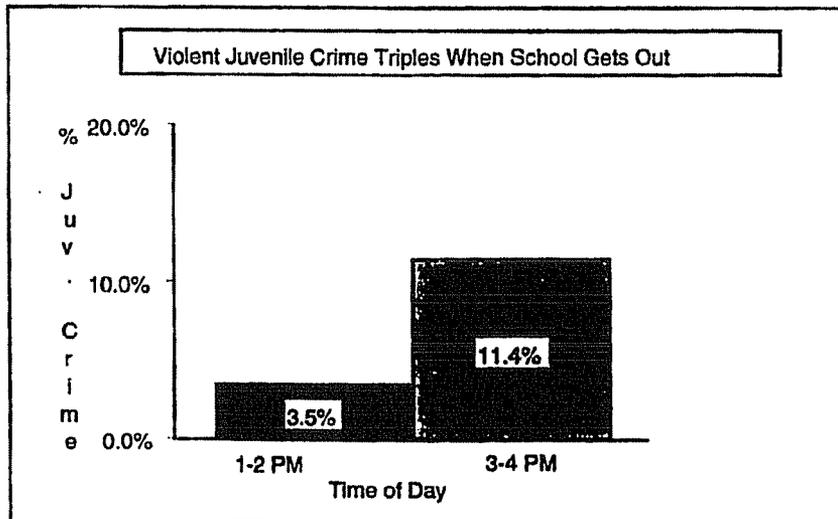
The authors gratefully acknowledge: FIGHT CRIME: INVEST IN KIDS Associate Director Brendan Fitzsimons, who provided principal analytic support for this analysis; FIGHT CRIME Associate Director Amy Dawson; Communications Director John Bartlett; Research Director Bernard Reese; Office Manager Wendy Tuck; and interns Karen Breslin and Adam Lewin.

**I. Critical New Information for Crime Prevention Policy:  
Peak Juvenile Crime Hours are 3:00 PM-8:00 PM**

The evidence is indisputable. After spiking between 3:00 PM and 4:00 PM, violent juvenile crime begins a steady drop until 7:00 AM the next morning, and remains low until school is dismissed the next day. This pattern is illustrated below.

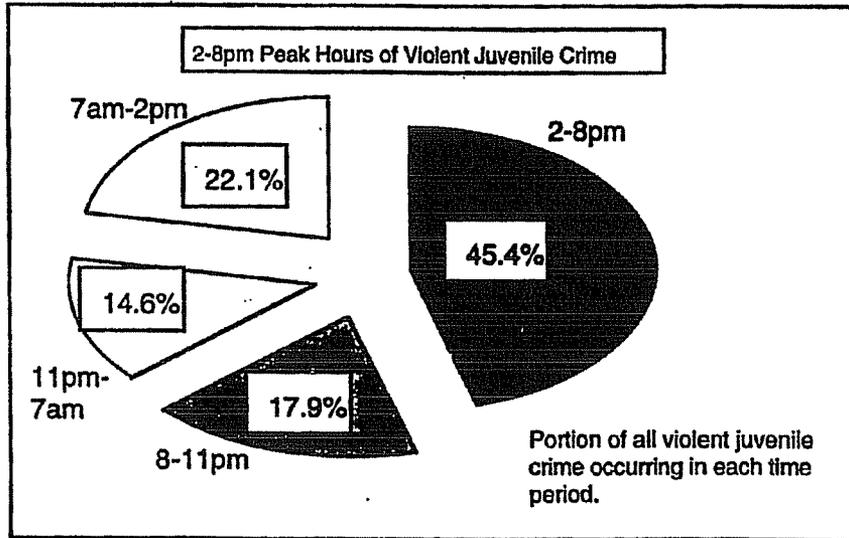


The hour immediately following school dismissal (3:00 PM-4:00 PM) yields three times as much juvenile crime as the hour from 1:00 PM-2:00 PM.

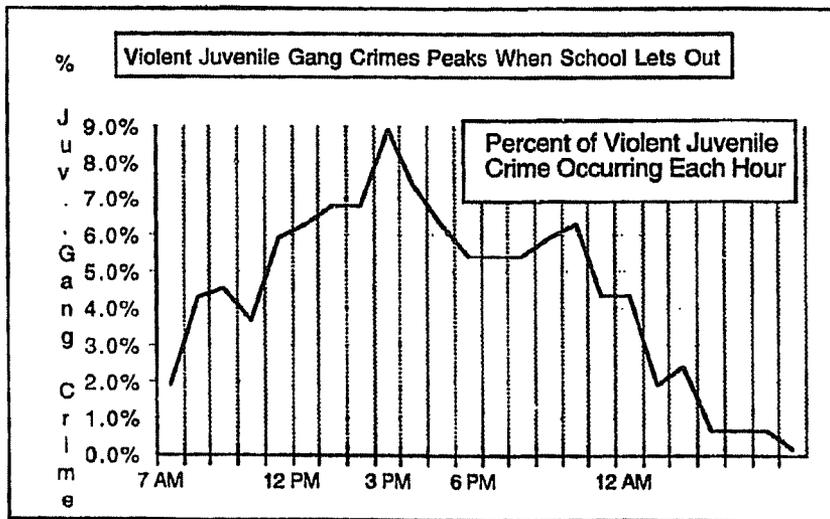


Almost half (45.4%) of all violent juvenile crime on school days takes place between 2:00 in the afternoon, when youngsters begin to be let out of school, and 8:00 in the evening. An additional 17.9% takes place between 8:00 PM and 11:00 PM., for a total of almost two thirds

(63%) taking place in this eight-hour after-school and evening time period. In contrast, only about one seventh (14.6%) of all juvenile crime takes place during the "graveyard shift" from 11:00 PM to 7:00 AM.



Included in the newly released statistics are important data collected by the University of California-Irvine's Focused Research Group on Orange County Street Gangs. These data collected in 1994 and 1995, show that 60% of all juvenile gang crime occurred on school days, and, like other juvenile crime, it peaks immediately following school dismissal.<sup>3</sup>



<sup>3</sup> Ibid.

## II. Impact of After-School Programs on Juvenile Crime

Quality after-school (and summer) programs can be expected to reduce juvenile crime in two ways:

**A. Immediate "Safe Haven and Control" Effects.** Immediately upon implementation, after-school programs provide responsible adult supervision, constructive activities, and insulation from deleterious pressure from peers and older children during high-risk hours. By replacing unsupervised hours spent exposed to dangerous influences on a street corner with hours spent under supervision, after-school programs might be expected to eliminate all or most of the crimes participating youngsters might otherwise commit during those hours.

If the juvenile violent crime rate for the period from 3:00 PM-8:00 PM were brought down to school-hour levels, this would eliminate nearly one quarter (23%) of all juvenile violent crime committed on school days. (Of course, investments in weekend and summer programs could also be expected to have a major impact on crime committed on days when school is not in session, but consideration of that impact is reserved for a future analysis.)

Of course, not all youngsters would participate in after-school programs even if a wide variety of high-quality programs were available. It is difficult to predict voluntary participation rates, much less to predict how many teens might be required to participate by their parents. In addition, if quality after-school programs were accessible to all families, some localities might choose to require for children of specified ages that parents either provide supervision themselves, or make arrangements for alternative adult supervision. As a result, the immediate "control impact" would fall somewhat short of the one-quarter to one-third reduction which might otherwise be indicated.

**B. Values and Skills Effect -- beginning quickly and building steadily.** Recent research makes clear that the impact of after-school and other quality programs for children and youth far exceeds the "Safe Haven and Control" effect. Beginning in the first months and building steadily, quality after-school programs can be expected to have an enormous impact on the attitudes, values and skills of participating children.

Children spend only about one hour in school for every five hours awake.<sup>4</sup> How they spend the other four hours, not surprisingly, plays a major role in their development. Quality programs help children learn the skills they need to succeed academically, gain experience in serving their communities, and develop the attitudes, values and skills they need to contribute as good neighbors, family members and citizens.

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<sup>4</sup> School Aged Child Care Project, Center for Research on Women, Wellesley College, "Fact Sheet on School-Age Children," p. 1, September 1996.

## 1. Developmental risks for latchkey children and youth.

The need for after-school care has grown dramatically in recent years. In 1970, 37% of families with children under eighteen—already a very substantial percentage—lacked full-time parental supervision.<sup>5</sup> By 1992, that percentage had increased to 57%.<sup>6</sup> Part of this increase is attributable to the growing number of single-parent families due to both increasing divorce and increasing out-of-wedlock births. However, two-thirds of this increase is a result of the increased number of families in which both parents work outside the home, often by necessity.<sup>7</sup>

Today, an estimated 17 million parents need care for their school-aged children.<sup>8</sup> Experts estimate that between five and seven million "latchkey children" go home alone after school, and that roughly 35% of twelve-year-olds are regularly left to fend for themselves while their parents are at work.<sup>9</sup>

Latchkey children are at significantly greater risk of truancy, receiving poor grades, and risk-taking behavior including substance abuse.<sup>10</sup> The more hours they spend on their own, and the earlier they begin doing so, the greater the risk.<sup>11</sup> Eighth-graders who were unsupervised for eleven or more hours per week were twice as likely to abuse drugs or alcohol as those under adult supervision.<sup>12</sup>

Even among those who have adult supervision, the quality of their after-school care varies widely—and matters a great deal.

We know, for example, that children spend more of their out-of-school time watching TV than any other activity. Children's television viewing has been associated with lower reading achievement, behavioral problems, and increased aggression. When children watch more than three hours a day of television or watch violent programs, these risks increase.<sup>13</sup>

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5 James Alan Fox, "Trends in Juvenile Violence: A Report to the United States Attorney General on Current and Future Rates of Juvenile Offending," Bureau of Justice Statistics, U.S. Department of Justice, Washington, D.C. March, 1996, p. 12; Current Population Survey.

6 Ibid.

7 Ibid.

8 Michelle Seligson, "School-Age Child Care Comes of Age," Child Care Action News, Vol. 14, No. 1, Jan.-Feb., 1997

9 Ibid.

10 Dwyer, K.M., Richardson, J.L., Danley, K.L., Hansen, W.B., Sussman, S.Y., Brannon, B., Dent, C.W., Johnson, C.A., and Flay, B.R. (1990) "Characteristics of eighth grade students who initiate self-care in elementary and junior high school." Pediatrics 86, 448-454.

11 Ibid.

12 Richardson, J.L., et al. "Substance use among eighth-grade students who take care of themselves after school," Pediatrics 84 (3), 556-566.

13 School Age Child Care Project, Ibid.

While upper middle-class families are often able to patch together a series of lessons or other activities to fill much of their out-of-school time, many children are left to spend their out-of-school time at home alone or on a dangerous street corner. This problem has been exacerbated by funding cuts for youth programs beginning in the early 1980's.

Children, especially adolescents, crave excitement and group activity. If they can't find it in programs organized by responsible adults, they become far more likely to find it in gangs. Too many children today have too little access to structured activity with positive role models, and are left to spend too much time "hanging out" or watching a few savage killings on television.<sup>14</sup>

## 2. Proven Developmental Benefits from after-school programs

Just as it is now clear that the lack of adult supervision and quality programs in the after-school hours places children at risk, it is clear that quality after-school programs have important impacts which are revealed in immediate crime reduction and enhanced experiences and characteristics which have been shown to be important "protective factors," making children less likely to engage in crime.

For example, a study of a 32-month after-school recreation program in a Canadian public housing project compared arrests of juveniles with those of another housing project providing only minimal recreational services. Compared to the two years prior to the program, the number of juvenile arrests declined by 75% during the course of the program in the experimental project, but increased by 67% in the comparison project.<sup>15</sup> Such dramatic results cannot be explained strictly on the basis of an "immediate control" impact.

A Columbia University study of housing projects in which Boys and Girls Clubs had been established as a part of the Justice Department's Operation Weed and Seed program showed that juvenile arrests were 13% lower than in projects without a Club. Moreover, drug activity was 22% lower in projects with a Club.<sup>16</sup>

A recent study of low-income children attending high-quality after-school programs showed that they got along better with their peers and had better grades, school conduct and emotional adjustment than other children. These children also had more learning opportunities and spent more time in academic or academically enriching activities and less time watching television.<sup>17</sup>

Similarly, a recent University of Wisconsin Study of 64 after-school programs supported by the Cooperative Extension Service found that teachers reported that these programs had helped

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14 James Fox, *Ibid.*, p.3.

15 M.A. Jones and D.R. Offord, "Reduction of Antisocial Behavior in Poor Children by Nonschool Skill-Development," *Journal of Child Psychology and Psychiatry and Allied Disciplines* 30:737-750 (1989).

16 Schinke, P., Orlandi, M., and Cole, K., "Boys & Girls Clubs in Public Housing Developments: Prevention Services for Youth at Risk," *Journal Of Community Psychology*, OSAP Special Issue, 1992.

17 Posner, J.K. and Vandell, D.L. (1994) Low-income children's after-school care: Are there beneficial effects of after-school programs? *Child Development* 65, 440-456.

children become more cooperative and better at handling conflicts. These children also developed greater interest in recreational reading and received better grades. Strikingly, a full third of the school principals at these sites claimed that vandalism at the school had decreased as a result of the programs.<sup>18</sup>

Additional evidence comes from school enrichment, mentoring, and neighborhood activity programs which show what a critical difference constructive use of out-of-school time can make. For example, a Public/Private Ventures study of Big Brothers/Big Sisters' carefully designed mentoring program showed that young people randomly assigned to receive a mentor were only about half as likely to begin illegal drug use during the period of study as those randomly assigned to the control group.<sup>19</sup> Among minority applicants, controls were three times as likely as participants to start using drugs.<sup>20</sup> Those who received mentors were also 38% less likely to initiate alcohol use during the period of study.<sup>21</sup> And, in a sign that the mentoring program had an impact on violent behavior, those in the mentoring program were only half as likely to have hit someone during the period of study.<sup>22</sup>

Moreover, randomly assigned participants in a high school Quantum Opportunities Program, which incorporates counseling, academic enrichment, life skills instruction, community service projects and financial incentives, were less than one quarter as likely to be convicted of a crime as those in a control group. It is important to note that while there are long-term impacts from programs such as these, (for example, those who participated in Quantum Opportunities were 50% more likely to graduate high school on time and two and a half times more likely to attend post-secondary schooling) the impact on arrests was virtually immediate. The program started when the youngsters began high school, and decreased arrests during the four years of high school by 75%.

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18 Riley, D., Steinberg, J., Todd, C., Junge, S., McClain, I. (1994) Preventing Problem Behavior and raising academic performance in the nation's youth: The impacts of 64 school age child care programs in 15 states supported by the Cooperative Extension Service Youth-At-Risk Initiative. Madison, WI: University of Wisconsin.

19 11.5% of the applicants denied a mentor initiated drug use during the period, compared to 6.2% of Little Brothers/Little Sisters. Joseph Tierney, Jean Baldwin Grossman and Nancy L. Resch, "Making a Difference: An Impact Study of Big Brothers/Big Sisters," Public/Private Ventures, November, 1995, page 33.

20 Ibid.

21 Ibid. 26.72% of the control group initiated alcohol use during the study, compared to 19.4% of the Little Brothers/Little Sisters.

22 Ibid. at p. 50.

## Conclusion

It is now clear that prime time for juvenile crime begins when the afternoon school bell rings.

By the year 2005, the number of teens will increase by roughly 15% as the baby boomerang generation grows up. If we fail to invest in these children, their increasing numbers could mean an increase in crime. However, the concentration of violent juvenile crime in these after-school hours makes it especially accessible to preventive intervention.

Quality after-school programs are a key part of the solution. It seems reasonable to postulate that if quality after school programs were readily available to all young people, the "Safe Haven and Control" effect alone would result in a major decrease in violent juvenile crime.

The youth development "Values and Skills Effect" of such programs — their role in providing the adult supervision, positive role models, and constructive activities that help youngsters develop the values and skills they need to become responsible, contributing citizens— would likely have an even larger crime reduction impact.

If after-school programs were combined with both some of the other proven youth development programs described in this report, and some of the early childhood programs proven to reduce subsequent crime and delinquency,<sup>23</sup> even more dramatic reductions in crime could be achieved.

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<sup>23</sup>For example:

- The High Scope Educational Research Foundation's Perry Preschool project offered a randomly selected group of at-risk 3- and 4-year-olds a program of quality preschool care and a weekly home visit by parenting coaches. Twenty-three years later, the study found that the kids denied these services when they were toddlers were five times more likely to become chronic lawbreakers age 27. (Lawrence J. Schweinhart, Helen B. Barnes, and David P. Weikart, *Significant Benefits: The High/Scope Perry Preschool Study Through Age 27*, High/Scope Educational Research Foundation, Michigan: High/Scope Press, 1993. A chronic lawbreaker is defined as someone who has been arrested 4 or more times.)
- A similar Syracuse University Family Development Study showed that preschoolers denied its quality child care and home visiting program were ten times more likely to become delinquent when they reached their teen-age years. (J. Ronald Lally, Peter L. Mangione, Alice S. Honig, and Donna S. Wittner, "More Pride, Less Delinquency: Findings from the Ten-Year Follow-up Study of the Syracuse University Family Development Research Program," *The Zero to Three Child Care Anthology, 1984-1992*, Arlington: Zero to Three, 1992.)
- Child abuse and neglect are also key risk factors for later criminal behavior. Studies have shown that a child who is abused or neglected is twice as likely as other children to become a chronic lawbreaker as an adult, and as much as 67 times more likely to be arrested by age 12. (Michael G. Maxfield and Cathy Spatz Widom, "The Cycle of Violence: Revisited 6 Years Later," *Pediatric and Adolescent Medicine* Vol. 150, April 1996; Cathy Spatz Widom, "The Cycle of Violence," National Institute of Justice, October 1992; and "Sacramento County Community Intervention Program: Findings from a comprehensive study by community partners in child welfare, law

Until the nation makes such investments in after-school and other programs for children and youth, we are likely to continue to pay a heavy price in crime and violence.

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enforcement, juvenile justice, and the Child Welfare League of America," Child Welfare League of America, June 1997.)

The good news is that home visitor programs — offering at-home parenting coaching to at-risk parents who want it — have been shown to cut child abuse and neglect in half. (Olds, David, *et al.*, "Improving the Life-course Development of Socially disadvantaged Parents: A Randomized Trial of Nurse Home Visitation," *American Journal of Public Health* 78, 1436-1445, 1988; James C. Howell, editor, *Guide for Implementing the Comprehensive Strategy for Serious, Violent, and Chronic Juvenile Offenders*, U.S. Department of Justice Office of Juvenile Justice and Delinquency Prevention, May 1995. See also Center on Child Abuse Prevention Research, National Committee to Prevent Child Abuse, "Intensive Home Visitation: A Randomized Trial, Follow-up and Risk Assessment Study of Hawaii's Healthy Start Program," June 1996; and National Institute of Justice, "Helping to Prevent Child Abuse — Future Criminal Consequences: Hawaii Healthy Start," October 1995.)

Yet despite the mountain of evidence that the first years of life are critical to the development of the brain and of a child's attitudes, programs like Early Head Start (for infants) and the in-home parenting coaching that we know can head off abuse and neglect are so under-funded that they can reach only a tiny fraction of the infants who need them. Regular Head Start begins at age three, but reaches barely a third of eligible kids— and then only part of the day, only part of the year — and is starved for the funds needed to maintain high-quality programs.

|    | A                                                                                      | B     | C     | D | E    | F     | G    |
|----|----------------------------------------------------------------------------------------|-------|-------|---|------|-------|------|
| 1  | <b>Appendix: Data Used for Analysis</b>                                                |       |       |   |      |       |      |
| 2  |                                                                                        |       |       |   |      |       |      |
| 3  | Percentage violent juvenile crime occurring by hour on days when school is in session. |       |       |   |      |       |      |
| 4  |                                                                                        |       |       |   |      |       |      |
| 5  |                                                                                        |       |       |   |      |       |      |
| 6  | All Juveniles                                                                          | Hour  |       |   | Gang | Hour  |      |
| 7  |                                                                                        | 7 AM  | 2.3%  |   |      | 7 AM  | 1.9% |
| 8  |                                                                                        | 8 AM  | 3.0%  |   |      | 8 AM  | 4.3% |
| 9  |                                                                                        | 9 AM  | 2.1%  |   |      | 9 AM  | 4.6% |
| 10 |                                                                                        | 10 AM | 2.8%  |   |      | 10 AM | 3.7% |
| 11 |                                                                                        | 11 AM | 2.8%  |   |      | 11 AM | 6.0% |
| 12 |                                                                                        | 12 PM | 3.7%  |   |      | 12 PM | 6.3% |
| 13 |                                                                                        | 1 PM  | 3.5%  |   |      | 1 PM  | 6.8% |
| 14 |                                                                                        | 2 PM  | 4.9%  |   |      | 2 PM  | 6.8% |
| 15 |                                                                                        | 3 PM  | 11.4% |   |      | 3 PM  | 8.9% |
| 16 |                                                                                        | 4 PM  | 8.2%  |   |      | 4 PM  | 7.4% |
| 17 |                                                                                        | 5 PM  | 6.8%  |   |      | 5 PM  | 6.3% |
| 18 |                                                                                        | 6 PM  | 6.5%  |   |      | 6 PM  | 5.4% |
| 19 |                                                                                        | 7 PM  | 3.6%  |   |      | 7 PM  | 5.4% |
| 20 |                                                                                        | 8 PM  | 6.3%  |   |      | 8 PM  | 5.4% |
| 21 |                                                                                        | 9 PM  | 5.3%  |   |      | 9 PM  | 6.0% |
| 22 |                                                                                        | 10 PM | 4.7%  |   |      | 10 PM | 6.3% |
| 23 |                                                                                        | 11 PM | 4.2%  |   |      | 11 PM | 4.4% |
| 24 |                                                                                        | 12 AM | 3.0%  |   |      | 12 AM | 4.4% |
| 25 |                                                                                        | 1 AM  | 1.8%  |   |      | 1 AM  | 1.9% |
| 26 |                                                                                        | 2 AM  | 1.4%  |   |      | 2 AM  | 2.5% |
| 27 |                                                                                        | 3 AM  | 1.2%  |   |      | 3 AM  | 0.7% |
| 28 |                                                                                        | 4 AM  | 0.7%  |   |      | 4 AM  | 0.7% |
| 29 |                                                                                        | 5 AM  | 0.5%  |   |      | 5 AM  | 0.7% |
| 30 |                                                                                        | 6 AM  | 0.5%  |   |      | 6 AM  | 0.2% |
| 31 |                                                                                        |       |       |   |      |       |      |

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## After-School Programs

This document is also available in a [portable document format](#) (PDF 71 KB).

- [Introduction](#)
- [What You Can Do](#)
- [Helpful Links](#)
- [References](#)

### Introduction [top](#)

The hours immediately after school can be a dangerous time for teenagers. During these hours, teens are more likely to commit violent crimes and to be the victims of violence than at any other time in the day or night. And, while many teens use this time productively, others spend these hours engaging in risky behaviors that can harm their future prospects. Fortunately, increasing numbers of teens are staying safe and using this time to learn, grow, explore, and make a difference by participating in after-school programs.

### The After-School Hours Can Be Dangerous for Teens...

**During after-school hours, children and teens are more likely to become victims of violent crime than at other times.** For teens ages 12 to 17, this risk peaks at 3 o'clock in the afternoon, the end of the school day.<sup>1</sup>

**Violence by teens peaks in the hours immediately after school.** While crimes by adults peak at 11 o'clock at night, violent crimes by juveniles peak between 3 p.m. and 4 p.m. on school days. In fact, juveniles injure more victims in the hours around the close of school than any other time of the day.<sup>2</sup>

**Many teens get involved in dangerous and risky activities during the after-school hours.** Millions of children and teens spend the hours after school unsupervised.<sup>3</sup> Unfortunately, children and teens that are not supervised by adults or involved in structured activities after school are much more likely to:

- use alcohol, drugs, and tobacco<sup>4,5,6,7,8</sup>
- receive poor grades and skip or drop out of school<sup>9,10</sup>
- engage in risky sexual activity<sup>11,12</sup>
- get arrested,<sup>13</sup> and

EXHIBIT "G"

- carry and use weapons.<sup>14</sup>

---

### After-School Programs Make A Difference...

After-school programs, whether run by schools, churches, or other community groups, provide positive environments and enriching activities that truly interest and benefit teens. For some teenagers, they can make the difference between failure and success as they get ready to enter the adult world.

In after-school programs, teens can participate in a variety of interesting and challenging activities. Some programs give teens a chance to learn to play an instrument, learn a new sport, or join a theatre troupe. In others, teens learn to work with computers, get help with homework, or make a difference by volunteering in their communities. After-school programs give teens the opportunity to build on what they have learned during the regular school day, explore new interests, and develop relationships with caring adults.<sup>15</sup>

- Quality after-school programs have been shown to:
- Decrease juvenile crime;<sup>16,17,18</sup>
- Decrease the likelihood that teens will be victims of violent crime;<sup>19</sup>
- Decrease teen participation in risky behaviors, such as drug, alcohol, and tobacco use;<sup>20,21</sup>
- Lead teens to develop new skills and interests;<sup>22</sup>
- Improve teens' grades and academic achievement;<sup>23,24,25</sup>
- Encourage teens to reach higher in planning their futures;<sup>26,27,28,29</sup> and
- Increase teens' self-confidence and social skills.<sup>30</sup>

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### Unfortunately, too few teens have access to quality after-school programs...

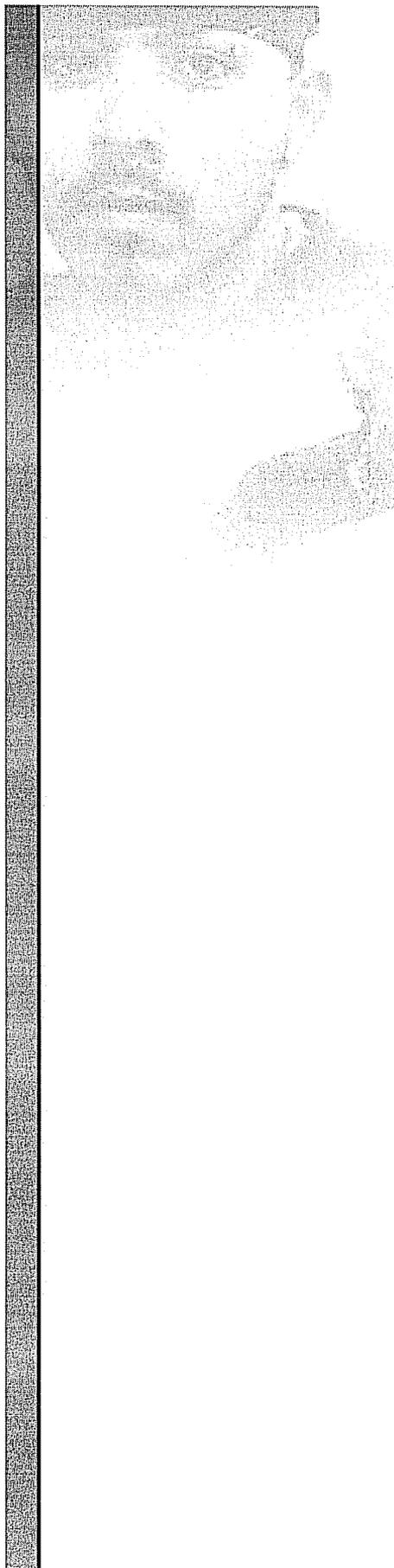
Not enough after-school programs are available for teens. In one recent survey<sup>31</sup>:

- More than half of the teens (52 percent) said they wished more after-school activities were available in their neighborhood or community.
- Six in 10 teens (62 percent) that were currently unsupervised during the week said they would be likely to participate in after-school programs if they were available.
- More than one-half of the teens (54 percent) said they would watch less television or play fewer video games if they had other things to do after school.

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### What You Can Do [top](#)

**Find an after-school program that is right for you!**



After-school programs give you a great chance to meet new people, explore new interests and develop new talents and skills. How do you find a program that is right for you?

1. **Check with your school.** Ask a teacher or the principal at your school about whether your school offers an after-school program.
2. **A number of other organizations in your community are likely to offer after-school programs.** Depending on your interests, you may want to check with your local Parks and Recreation Department, nearby churches, synagogues, mosques, and other religious organizations, or the Police Athletic League. Check your local Yellow Pages under "Youth Organizations," "Youth Centers," or "Teen-Age Activities." Alternatively, contact the national offices of youth agencies find their local organizations. Some national organizations that are likely to be active in your community include: the YMCA, Boys and Girls Clubs of America, Girls, Inc., Camp Fire Boys and Girls, and 4-H Council.
3. **Talk to your friends and other students about what they do after school.** They may be able to tell you about good programs in your area.

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**Encourage your friends and others to participate in after-school programs!**

1. Learn as much as you can about local after-school programs. Start with the links listed below. If necessary, recruit an adult to help you make telephone calls for more information.
2. Ask your teachers to learn about their students' work in after-school programs and highlight their work and accomplishments during class when it relates to the class or lesson subject.
3. Encourage other students to share their work in after-school programs during the school day. Publicize their work in the school newspaper, the yearbook, on bulletin boards, displays in the school library and elsewhere, and morning announcements. Ask appropriate teachers and student staff to devote a regular portion of the school newsletter and school bulletin boards to news of local after-school programs.
4. Ask your teachers and school administration to offer space to after-school programs for performances, art shows, sports, and other activities.

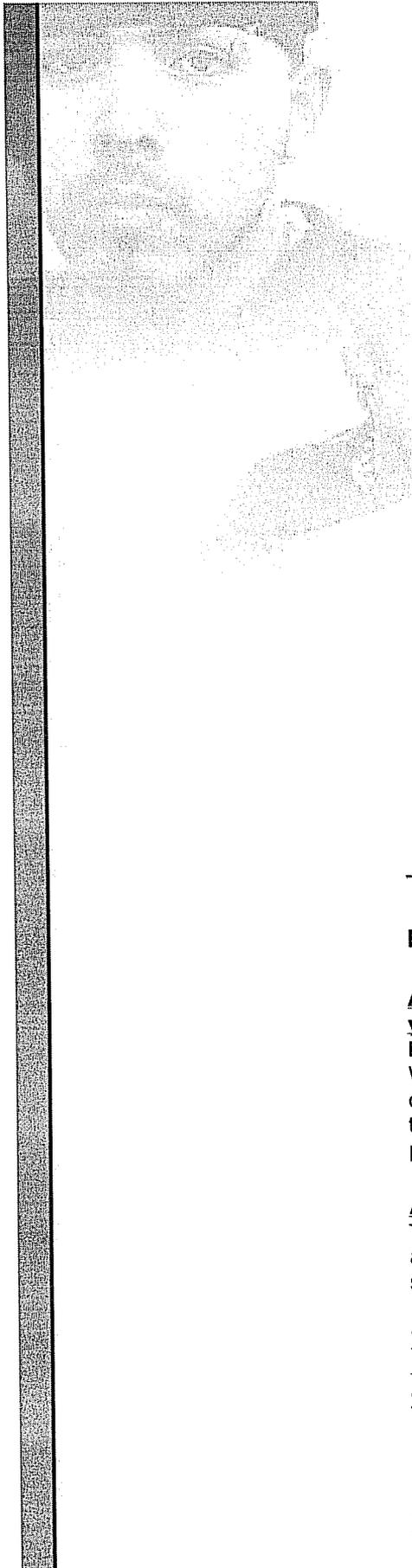
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**Support the development of quality after-school programs in your community!**

These are a few steps you can take to generate interest and gain the support of adults, who can help make an after-school program happen.

1. Drum up interest in starting an after-school program in your community by talking to friends, parents, guardians, and neighbors.
2. List everyone interested in having an after-school program. This will show just how great a desire there is in your community for such a program. Place bulletins in your school newspaper, in the PTA publication, and around school, and make an announcement over the intercom at school to see how many others are willing to

EXHIBIT "G"



- help you organize an after-school program.
3. Talk with your school principal and other school staff and teachers. Principals often decide who can use school facilities and equipment after school. Your principal and teachers can be a huge help in getting people together to start an after-school program. And ask them for ideas and help in starting a program.
  4. Contact others in your community who might be willing to lend a hand. For example, make calls to local political officials and the school board; the neighborhood police; the mayor and city council members; local YMCAs; the parks and recreation director; local business leaders; Boys & Girls Clubs; 4-H staff; community centers; libraries; and local churches, synagogues, mosques, and other religious centers, to round up support and enthusiasm. Ask them to commit their energy and ideas, time, and even money to help start an after-school program in your community.
  5. Help organize a meeting for everyone who wants to help start an after-school program. At the meeting, talk about the benefits of having a meaningful program to the community. Assign people at the meeting to complete various tasks that'll eventually lead to the creation of an after-school program. Some of the tasks you'll assign include finding out how other communities started after-school programs, developing a fundraising plan, and determining what you need to create an after-school program.
  6. Encourage everyone involved to give serious thought to the design of the after-school program. Read about the different types of after-school programs that have been shown to be effective in making a difference in the lives of children and teens, and learn about the key elements of quality programs. The report, *Working for Children and Families: Safe and Smart After-School Programs*, is a good place to start.
  7. Participate regularly. Once an after-school program is a reality, make sure you and all those who played a key role in getting it off the ground become regular participants.

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### Helpful Links [top](#)

#### **A Teenager's Guide to... Fitting in, Getting involved, Finding yourself - Family and Youth Services Bureau, Department of Health and Human Services.**

When times get tough, it's important to know there are people you can count on. The ideas in this booklet can help you learn to deal with tough times and enjoy the good times by finding the organizations, people and places that are right for you.

#### **Afterschool.gov**

This Web site connects users to federal resources that support children and teens during out-of-school hours. This site includes a section specifically for teens, America's Teens.Gov.

#### **Working for Children and Families: Safe and Smart After-School Programs - U.S. Department of Education and U.S. Department of Justice**

This report discusses the need for after-school programs, presents evidence of their positive impact, and highlights quality programs and models. It includes links to relevant resources and publications.

#### **Teens Section - Children, Youth and Families Education and Research Network (CYFERNet), U.S. Department of Agriculture.**

This site contains links to a number of publications and resources on positive youth development and out-of-school time.

**Violence After School - Juvenile Justice Bulletin, Office of Juvenile Justice and Delinquency Prevention, U.S. Department of Justice.**

This bulletin summarizes research indicating that youth are at higher risk for committing and becoming victims of violence in the after-school hours. It documents the need for schools and communities to develop strategies for youth during this time period.

**Justice for Kids and Youth, U.S. Department of Justice**

This Web site provides information for children and youth on crime prevention, staying safe both during and after school, volunteer and community service opportunities available to children and teens, and the criminal justice system. This site includes links for kids and youth on after-school programs.

**The YMCA's Teen Action Agenda - Fact Sheet, Office of Juvenile Justice and Delinquency Prevention, U.S. Department of Justice**

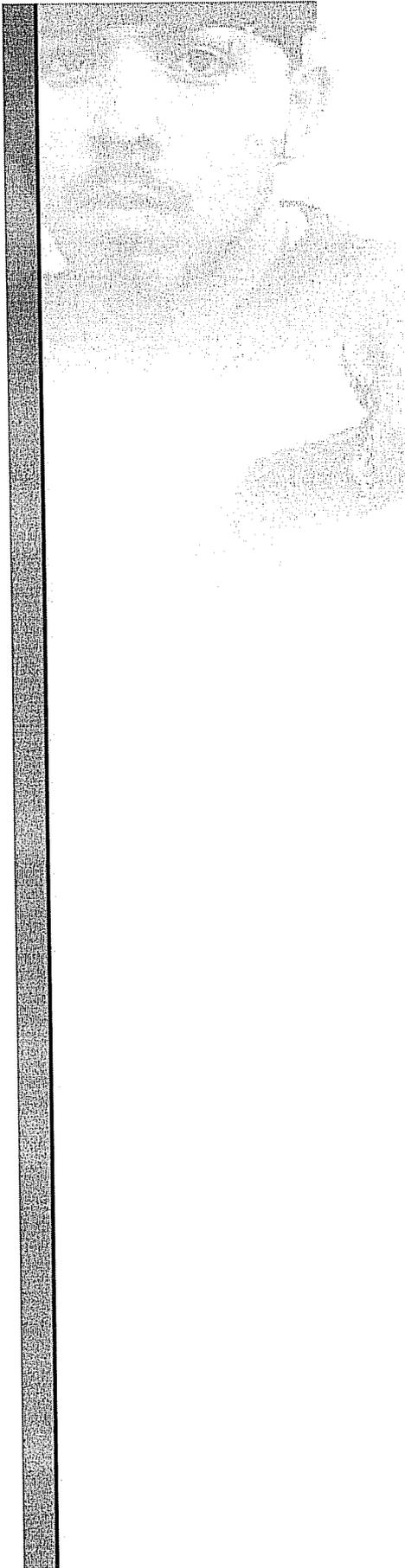
This fact sheet describes the findings of the After School for America's Teens Survey, conducted in January, 2001.

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**References [top](#)**

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EXHIBIT 'G'



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[Back to Top](#)

The National Youth Violence Prevention Resource Center is sponsored by the [Centers for Disease Control and Prevention](#) and [Federal Partners Working on Youth Violence](#).

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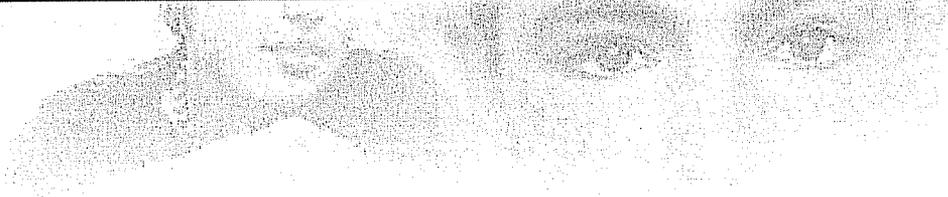


EXHIBIT 'G'



## FACT SHEET ON AFTER-SCHOOL PROGRAMS

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***Fact One: Non-school hours represent the single largest block of time in the lives of American children and youth.***

About 40 percent of young people's waking hours are discretionary—that is, not committed to other activities such as school, homework, meals, chores or working for pay. By contrast, American youth spend about 32 percent of their waking hours in school.<sup>i</sup>

***Fact Two: Young people's participation in constructive learning activities during non-school hours contributes substantially to their success in school.***

Educational researcher Reginald Clark has documented that economically disadvantaged children who participate from 20-35 hours per week in constructive learning activities during their free time get better grades in school than their more passive peers. These activities include discussion with knowledgeable adults or peers, leisure reading, writing, homework, hobbies, chores, strategy games (such as chess, checkers, Scrabble), museum visits, theater, movies and sports.<sup>ii</sup>

***Fact Three: Young people experience multiple benefits from participation in high quality after-school programs.***

In several studies spanning more than a decade, University of Wisconsin researcher Deborah Vandell and colleagues have shown that a host of positive benefits result from children's participation in high quality after-school programs, including better grades, work habits, emotional adjustment and peer relations.<sup>iii</sup> Similarly, Stanford University professor Milbrey McLaughlin found that adolescents who participate regularly in community-based youth development programs (including arts, sports and community service) experience better academic and social outcomes, as well as higher education and career aspirations, than other similar teens.<sup>iv</sup>

***Fact Four: After-school programs are not equitably distributed. Low-income youth are much less likely than their more affluent peers to have access to them.***

According to the National Education Longitudinal Study, sponsored by the U.S. Department of Education, 40 percent of low-income eighth graders—compared with only 17 percent of high-income respondents—do not participate in any organized after-school activities.<sup>v</sup> The likely explanation for this differential is access, not interest, since virtually every survey of American youth suggests that they want to participate in well designed, organized after-school programs.

**Fact Five: In addition to providing an ideal opportunity for promoting children's learning and development, the after-school hours pose great risk.**

Violent juvenile crime triples during the hours from 3:00 to 8:00 PM,<sup>vi</sup> and it is during these same hours that children face the most serious danger of becoming victims of crime.<sup>vii</sup> Unsupervised after-school hours represent a period of significant risk in other arenas as well, including increased risk of substance abuse and early sexual activity.<sup>viii</sup>

**Fact Six: After-school programs help to reduce youth crime.**

Several recent studies have confirmed the relationship between availability of after-school programs and reduced juvenile crime. For example, just one year after the Baltimore police department opened an after-school program in a high-risk area, illegal acts dropped 44 percent. In another city, juvenile arrests in a public housing project declined by 75 percent after the establishment of an after-school program while they increased by 67 percent in a comparable housing project that offered no such activities.<sup>ix</sup>

**Fact Seven: There is widespread public support for the expansion of after-school programs.**

An overwhelming majority of voters (92 percent) say that there should be some type of organized activity or place for children and teens to go after school every day, and two-thirds of voters believe that Federal or state tax dollars should be used to expand daily after-school programs and to make them accessible to all children.<sup>x</sup> This support is based in part on the public's recognition that the three-hour difference between children's school days and their parents' work days presents significant problems for young people, families and communities.

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<sup>i</sup> Timmer, S.G., Eccles, J. and O'Brien, I., How Children Use Time, in *Time, Goods and Well-Being*, Juster, F.T. and Stafford, F.B. (editors), Ann Arbor, MI: University of Michigan, Institute for Social Research, 1985.

<sup>ii</sup> Clark, R.M., *Critical Factors in Why Disadvantaged Children Succeed or Fail in School*, New York: Academy for Educational Development, 1988.

<sup>iii</sup> Vandell, D.L. and Shumow, L., After-School Child Care Programs, *The Future of Children: When School is Out*, Volume 9, Number 2, Fall 1999, David and Lucile Packard Foundation, pp. 64-80.

<sup>iv</sup> McLaughlin, M.W., *Community Counts: How Community Organizations Matter for Youth Development*, Washington, DC: Public Education Network, 2000.

<sup>v</sup> U.S. Department of Education, Office of Educational Research and Improvement, National Center for Education Statistics, *National Education Longitudinal Study of 1988: A Profile of the American Eighth Grader*, Washington, DC: U.S. Government Printing Office, 1990.

<sup>vi</sup> Fox, J.A. and Newman, S.A., *After-School Crime or After-School Programs: Report to the U.S. Attorney General*, Washington, DC: Fight Crime: Invest in Kids, 1997.

<sup>vii</sup> Office of Juvenile Justice and Delinquency Prevention, *Juvenile Offenders and Victims: A Report to the Nation*, Washington, DC: Author, 1996.

<sup>viii</sup> Carnegie Corporation of New York, *A Matter of Time: Risk and Opportunity in the Nonschool Hours*, New York, NY: Author, 1992, p. 33.

<sup>ix</sup> The After-School Corporation, *3:00 P.M.: Time for After School*, New York, NY: Author, no date.

<sup>x</sup> Afterschool Alliance, *Afterschool Alert Poll Report: A Report of Findings from the 1999 Mott Foundation/JC Penney Nationwide Survey on Afterschool Programs*, January 2000.

**After Recording Return to:**

Steve McCrea  
111 North 2nd Street, Suite 200  
PO Box 1501  
Coeur d'Alene, ID 83814-2746

**ASSIGNMENT OF USER AGREEMENT AND COVENANT REGARDING USE**

THIS AGREEMENT is entered into by and between the Coeur d'Alene Parks Foundation, Inc., an Idaho nonprofit corporation, (hereinafter "Assignor"), and the Salvation Army, a California nonprofit corporation, (hereinafter "Assignee").

**WITNESSETH:**

WHEREAS, Assignor entered into a User Agreement and Covenant Regarding Use ("Covenant"), dated March 1<sup>st</sup>, 2007 and recorded in the real estate records of Kootenai County under file number 2085716000 and attached hereto as Exhibit "1"; and

WHEREAS, capitalized terms used herein, if not defined herein, shall have the same meaning given them in the Covenant; and

WHEREAS, Assignee agrees to assume and perform Assignor's obligations under the Covenant and to clarify and expand the provisions of the Covenant as follows:

A. Assignee represents that it plans to operate the Recreational Facilities for as long as the need for such Recreational Facilities exists in Coeur d'Alene, and that said term shall not be limited to twenty five (25) years. As long as Assignee or its successors and assignees operate the Recreational Facilities, the terms and conditions of the Covenant and this Agreement will continue to apply.

B. Assignee further agrees that it will comply with all laws relating to the hiring and retention of employees and clarifies that all employees who work in the Recreational Facilities will not be subject to any discriminatory practices relating to their hiring or continued employment.

C. Assignee further agrees that no person shall be required to subscribe or attest to religious tenets, perform religious acts or rituals, or attend religious services or meetings, as a condition of membership or participating in the Recreational Facilities on the subject property open to the public. No user of the Recreational Facilities depicted in Exhibit "C" of the Covenant shall be subject to or obligated to engage in any religious or spiritual activity as a prerequisite for access or use of the Recreational Facilities.

D. In all other respects, the Covenant shall remain in full force and effect and apply to the real property and Recreational Facilities as set forth therein.

IN WITNESS WHEREOF, the parties have executed this Assignment as their free and voluntary act and deed, on the date indicated by each signature.

Date Signed: \_\_\_\_\_, 2007      Date Signed: \_\_\_\_\_, 2007

Assignor:  
COEUR D' ALENE PARKS FOUNDATION,  
INC., an Idaho nonprofit corporation

Assignee:  
SALVATION ARMY, a California nonprofit  
corporation

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

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

APPROVED:  
CITY OF COEUR D'ALENE

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

ATTEST:

\_\_\_\_\_  
Susan Weathers, City Clerk

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ is the person who appeared before me, and said person acknowledged that  
he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument  
and acknowledged it as the \_\_\_\_\_ of **COEUR D'ALENE PARKS  
FOUNDATION, INC.**, to be the free and voluntary act of such corporation for the uses and  
purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 2007.



(Use this space for notarial stamp/seal)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
my commission expires \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ is the person who appeared before me, and said person acknowledged that  
he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument  
and acknowledged it as the \_\_\_\_\_ of the **SALVATION ARMY**, to be the free  
and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 2007.



(Use this space for notarial stamp/seal)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
my commission expires \_\_\_\_\_



Prepared by and Record  
And Return to:

Mr. Mike Gridley  
City Attorney  
City of Coeur D'Alene  
City Hall  
710 E Mullan Ave  
Coeur d'Alene, ID 83814-3958

**Coeur d'Alene Parks Foundation, Inc.,  
a Non-profit corporation, as Grantor**

To

**City of Coeur d'Alene, Idaho  
an Idaho Municipal Corporation, as Grantee**

**USER AGREEMENT AND COVENANT REGARDING USE**

Dated as of March 1<sup>st</sup>, 2007

**Legal Description:**

**The South half of the Northeast Quarter of the Southeast Quarter of Section 3, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, lying East of the East boundary line of the Spokane International Railway Company's right of way.**

**EXCEPT the South 60 feet thereof.**

**County: Kootenai**

City Attorney  
City of Coeur d'Alene  
710 East Mullan  
Coeur d'Alene, ID. 83816-0489

### USER AGREEMENT AND COVENANT REGARDING USE

This User Agreement and Covenant Regarding Use (the "Agreement") entered into as of this ~~1st~~ day of March, 2007, by and between the City of Coeur d'Alene, Kootenai County, Idaho (the "City" or "Grantee") and the Coeur d'Alene Parks Foundation, Inc., an Idaho non-profit organization (the "Parks Foundation" or "Grantor"):

#### RECITALS

WHEREAS, the City is a duly and properly formed municipal corporation under and by virtue of the constitution and laws of the state of Idaho;

WHEREAS, the Parks Foundation is a duly and properly formed non-profit corporation under the laws of the state of Idaho and has designation as a 501(C)-3 organization from the Internal Revenue Service;

WHEREAS, the City and the surrounding urban area in Kootenai County, Idaho have experienced significant population growth in the last seven (7) years, with population increasing by seventeen percent (17%) in that time;

WHEREAS, this population growth involves an increase of nearly twenty percent (20%) of persons in the ages of pre-school through age twenty-one (21) and there is an increased shortage of recreational opportunities for these young people and people of all ages in the City and for the urban population which resides in and around the boundaries of the City;

WHEREAS, the City Recreation Department ("Department") conducted an assessment of recreation needs and facilities in the area available to meet those needs and has identified a number of areas where additional recreational opportunities and facilities are desirable for the citizens of the City and surrounding area, which assessment is attached hereto as Exhibit "A" ("Assessment");

WHEREAS, the Department believes that these needs will only increase as the community grows;

WHEREAS, consistent with its mission of increasing facilities for recreational use in the community, the Parks Foundation is taking the lead for the community in the development of a site for use as a recreational and community facility for the City and region;

WHEREAS, the Parks Foundation and the City have arranged for a trade of real property to facilitate the construction of Recreational Facilities which are described generally in Exhibit "B" attached hereto (the "Recreational Facilities");

WHEREAS, the Parks Foundation is seeking contribution of funds and materials from private individuals and entities and from governmental entities including the City, Kootenai County and the State of Idaho;

WHEREAS, the City wishes to support the successful construction of the Recreational Facilities in order to facilitate increased recreational opportunities and the construction of a community center for the residents of the City and surrounding community;

WHEREAS, the City and Parks Foundation estimate that the cost of construction of a facility to come close to meeting the identified recreational needs for the community it would be in excess of Twenty Million Dollars (\$20,000,000.00) and the annual operation and maintenance expenses would be in excess of One Million Dollars (\$1,000,000.00) annually;

WHEREAS, the Parks Foundation is willing to provide certain representations regarding the uses of and in the Recreational Facilities in an agreement which such agreement could be assigned to another entity;

WHEREAS, the parties acknowledge that an Advisory Board ("Board") has been formed which includes representatives of the City in order to ensure that any financial and other investment of the City is honored and that the needs of the community are met; and

WHEREAS, the Parks Foundation and the City pledge to work together with other organizations, public and private, consistent with the terms of this Use Agreement to construct the Recreational Facilities;

NOW, THEREFORE THE CITY AND THE PARKS FOUNDATION AGREE AS FOLLOWS:

Section 1: FINDINGS REGARDING COMMUNITY NEED, USE AND ACCESS.

The City and the Parks Foundation accept the conclusion of the Assessment that more recreational opportunities and therefore facilities are needed in the City.

The City and the Parks Foundation have mutual interests in providing recreation, wellness, and education opportunities for people of all ages. This Agreement is intended to assist in and facilitate accomplishment of the following goals:

- (1) To provide a multipurpose aquatic and indoor recreation and community fitness facility to meet the growing Coeur d'Alene community and surrounding region;
- (2) To ensure that people of all ages and economic levels are provided with the opportunity to enjoy and have access to a broad range of recreational programs and services provided at the Recreational Facilities;
- (3) To ensure that the Recreational Facilities are a key component of a comprehensive well-planned recreation and community program;
- (4) To ensure that the operation of the Recreational Facilities is performed in a manner that allows for maximum access to and use of the Recreational Facilities; and
- (5) To cooperate and work together for the use of the Recreational Facilities for the purpose of providing programs and facilities available to the residents of the Coeur d'Alene community and surrounding region.
- (6) To integrate the recreational programming of the City into the Recreational Facilities by facilitating coordination and cooperation.

The operation of Recreational Facilities by the Parks Foundation or its successor in interest with the commitments contained herein is in the best interests of the City and the health and welfare of its residents and is in accord with the public purposes of applicable federal, state, and local laws and regulations.

The Recreational Facilities shall be managed and operated as a not-for-profit institution available to the general public without unlawful discrimination.

Both parties acknowledge that this Agreement is of mutual benefit and therefore pledge their cooperation in establishing policies for continued access to the community at large directly and with and through other entities who are or may become involved in the Recreational Facilities.

Both parties acknowledge that the Recreational Facilities will be part of a building complex that will be owned and operated by a successor in interest to the Parks Foundation, and that portions of the building complex will be dedicated to uses that are unrelated to the Recreational Facilities. Both parties further acknowledge that the successor in interest to the Parks Foundation intends to operate a community center that will have multiple uses, including spiritual, educational, and administrative uses. This Agreement shall only apply to the Recreational Facilities, which are depicted on the floor plan which is attached hereto as Exhibit C, on real property legally described in Exhibit "D". Those portions of the building complex which lie outside of the physical areas occupied by the Recreational Facilities are not bound by or affected by this Agreement.

Both parties acknowledge that the right to enforce this agreement shall be exclusive to the City and not to citizens at large. This agreement shall not afford a cause of action or right of enforcement, or create any third party beneficiary status in any other party.

Section 2: OPERATION OF THE RECREATIONAL FACILITIES

The Recreational Facilities will be managed in an economical, and businesslike manner. The activities that can be conducted in the Recreational Facilities are shown in Exhibit "B" attached hereto. The operator of the Recreational Facilities agrees to put forth its best efforts to accomplish a recreational program that benefits the citizens of the City and the surrounding community. The City acknowledges that over time the needs of the community and/or the ability of the operator of the Recreational Facilities may change. The Parks Foundation and its successor shall retain the ability to determine the program to be offered at the Recreational Facilities.

The City shall designate a representative that will work with the operator of the Recreational Facilities to coordinate use for and by City sponsored programs. All parties recognize that there is a finite amount of space available in the Recreational Facilities when compared with the need for such facilities. The City, through its designated representative, will provide input to the operator of the Recreational Facilities on use, but the parties recognize that the Foundation or its successor in interest shall have final control of the scheduling of the Recreational Facilities.

The Board will provide advice on and assistance relative to the operation of the Recreational Facilities. Among other issues, the Board will develop and implement a plan that insures no one is turned away from use of the Recreational Facilities based on need.

Section 3: USE OF THE RECREATIONAL FACILITIES

A. Uses and Covenant

The Parks Foundation covenants and agrees for itself, its successors, its assigns, and every successor in interest that during the term of this Agreement, the Recreational Facilities is dedicated for use as a recreation, aquatic and community center, including parking improvements, and other related uses as described in Exhibit "B". The foregoing covenant shall run with the land and shall last for a period of twenty-five (25) years. Such use restriction shall not be deemed to prevent or prohibit any lender from obtaining a security interest in the Recreational Facilities or any portion thereof by way of deed of trust, mortgage, or otherwise and shall not prevent any such lender which after default or foreclosure or upon deed in lieu of foreclosure from acquiring ownership and possession of such property or any portion thereof.

B. Obligation to Refrain From Discrimination

The Parks Foundation covenants by and for itself and any successors in interest that it shall not discriminate in any unlawful way in the use, occupancy, tenure, or enjoyment of the

Recreational Facilities. The foregoing covenants shall run with the land and shall remain in effect for a period of twenty-five (25) years.

C. Assignment.

The City agrees that this Agreement may be assigned to a non-profit corporation. Nothing contained herein would prohibit that non-profit corporation from being a religious entity or having a religious affiliation. However, no user of the Recreational Facilities depicted in Exhibit "C" shall be subject to or obligated to engage in any religious or spiritual activity as prerequisite for access to or use of the Recreational Facilities.

Section 4: GENERAL PROVISIONS

A. Notices, Demands, and Communications Between the Parties

Formal notices, demands, and communications between the City and the Parks Foundation shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the City and the Parks Foundation as set forth below. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail.

1. The City

The City is a public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Municipal Corporations Code of the State of Idaho, Title 50, Idaho Code. The mailing address for the City is:

City Clerk  
City of Coeur d'Alene  
710 East Mullan  
Coeur d'Alene, ID 83816-0489.

"City," as used in this Agreement, includes the City of Coeur d'Alene, Idaho, and any assignee of or successor to its rights, powers, and responsibilities.

2. The Parks Foundation

The Parks Foundation is a non-for-profit corporation under Idaho law and has received a 501(c)3 designation from the Internal Revenue Service. The principal office of the Parks Foundation is:

President, Board of Directors  
Coeur d'Alene Parks Foundation, Inc.  
1203 E. Lakeshore Drive  
Coeur d'Alene, ID 83814

Wherever the term "Parks Foundation" is used herein, such term shall include the Parks Foundation and any permitted nominee, assignee, or successor in interest as herein provided.

B. Conflicts of Interest

No member, official, or employee of the City or the Foundation shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly involved, except that membership or volunteer services in the Parks Foundation shall not disqualify any employee or official of the City of Coeur d'Alene from participating in the activities in this Agreement.

C. Warranty Against Payment of Consideration for Agreement

The Parks Foundation warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement other than normal cost of conducting business and costs of professional services such as for architects, engineers, and attorneys.

D. Nonliability of City Officials and Employees

No member, official, or employee of the City shall be personally liable to the Parks Foundation in the event of any default or breach by the City or for any amount which may become due to the Parks Foundation or on any obligation under the terms of this Agreement.

E. Approvals by City and Parks Foundation

Wherever in this Agreement the approval of the City or the Parks Foundation is required, such approval shall not be unreasonably withheld.

F. Attorney Fees

In the event of any action or proceeding at law or in the equity between the Parks Foundation and the City to enforce any provision of this Agreement or to protect or establish any right or remedy of either party hereunder, the unsuccessful party to such litigation shall pay to the prevailing party all costs and expenses, including reasonable attorney fees incurred therein by such prevailing party and costs and fees incurred on appeal, and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses, attorney fees shall be included in and as a part of such judgment.

Section 5: SPECIAL PROVISIONS

A. Amendments to This Agreement

The Parks Foundation and the City agree to mutually consider reasonable requests for amendments to this Agreement and any attachments hereto, which may be made by any of the parties hereto, or third parties to whom some or all of this Agreement might be assigned, provided such requests are consistent with this Agreement and such attachments and would not substantially alter the basic business terms included herein or therein.

B. Memorandum of Agreement and Recording

It is agreed by both of the parties that this Agreement may be recorded in Kootenai County, Idaho. It is further agreed by both the City and the Parks Foundation that, in lieu of this entire Agreement, a Memorandum of Agreement (in the form as attached hereto as Exhibit "D") may be prepared and by recorded in the records of Kootenai County, Idaho. All covenants and conditions set forth herein shall be appurtenant and shall run with the land and shall be binding upon the Parks Foundation heirs, successors, and assigns. The memorandum or short form of agreement shall be recorded within ten (10) days of the effective date of this Agreement or at such time as the parties hereto may agree.

C. Good Faith and Cooperation

It is agreed by the City and the Parks Foundation that it is in their mutual best interests and in the best interest of the public that the Recreational Facilities be operated and managed as herein agreed, and, to that end, the parties shall in all instances cooperate and act in good faith in compliance with all of the terms, covenants, and conditions of this Agreement and shall deal fairly with each other.

D. Severability

In case any one (1) or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

E. Headings

The sections headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

F. Parties in Interest

All terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and by their respective successors in interest.

G. Not a Lease

The parties acknowledge that this Agreement does not constitute a lease of the location, and City assumes no responsibility for taxes, repairs, or upkeep of the Recreational Facilities.

Section 6: ENTIRE AGREEMENT, CONTRACTS, WAIVERS, AND AMENDMENTS

This Agreement may be executed in any number of counterparts, and once so executed by all parties thereto, each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one (1) agreement.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City and the Parks Foundation and all amendments hereto must be in writing and signed by the appropriate authorities of the City and the Parks Foundation.

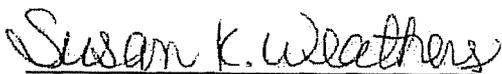
The City and Parks Foundation also expect to enter into another agreement at about the time this Agreement is executed. Such agreement will deal with real property, trade, financing of site improvements and indemnification issues. That agreement will control on those issues.

Dated this 1<sup>st</sup> day of March, 2007.

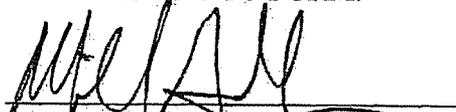
CITY OF COEUR D'ALENE  
GRANTEE

  
\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

COEUR D'ALENE PARKS FOUNDATION  
GRANTOR

By Richard A. Barclay  
Its Vice President, Parks Foundation Board

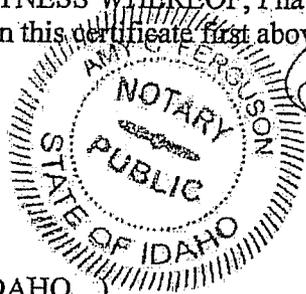
ATTEST:

By: \_\_\_\_\_  
Secretary

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 1st day of March, 2007, before me, [Signature] the undersigned notary public in and for said county and state, personally appeared Sandi Blum known or identified to me to be the Mayor, and [Signature] known or identified to me to be the City Clerk, respectively, of the CITY OF COEUR D'ALENE, the public body, corporate and politic, that executed the within instrument, and acknowledged to me that they executed the same on behalf of said City for the purposes herein contained.

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

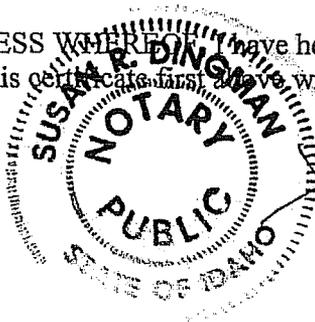


[Signature]  
NOTARY PUBLIC for the State of Idaho  
Amy Ferguson  
[Print name]  
My appointment expires: 12-10-09

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 28th day of Feb., 2007 before me, Susan R. Dingman the undersigned notary public in and for said county and state, personally appeared Richard D. Barclay, known or identified to me to be the Vice-Pres. and \_\_\_\_\_ of the COEUR D'ALENE PARKS FOUNDATION, the public body, corporate and politic, that executed the within instrument, and acknowledged to me that they executed the same on behalf of said Foundation for the purposes herein contained.

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



[Signature]  
NOTARY PUBLIC for the State of Idaho  
[Print name]  
My appointment expires: 7/7/2012

## **EXHIBIT "A"**

### **SPORTS AND SERVICES ASSESSMENT TO BE CONSIDERED FOR A COMMUNITY RECREATION CENTER**

#### **1. POOL**

##### **PRIORITY: HIGH**

##### **REASONS TO INCLUDE POOL IN A COMMUNITY RECREATION CENTER:**

1. No public pool exists within the city and demand for learn-to-swim classes cannot be met.

2. The only other available semi-public pools are at Sta-Fit and Ironwood and under most conditions require membership to swim.

3. Sta-Fit has been host to the city's U.S.S. (United States Swimming) team which has 120 members and swims year-round. Sta-Fit has decided to limit the team to a maximum of 60 members due to facility overcrowding. Additionally, Sta-Fit has decided to limit or possibly eliminate the popular 2<sup>nd</sup> and 3<sup>rd</sup> grade swim programs (which have over 200 annual participants). This will allow Sta-Fit to concentrate on more profitable learn-to-swim classes offered to members' children, and build its tri-athlete training program. This decision further limits the availability of indoor swimming opportunities for children.

4. The City currently is holding lessons in the Kootenai County Medical Center therapy pool and cannot fill demand for lessons. The pool is not available during the summer months.

5. Neither of the Coeur d'Alene public high schools have a pool and both schools have competitive swimming teams which are letter sports. The Coeur d'Alene High School women's and the Lake City High School men's teams were second in the Idaho State Championships last year and have grown each year since the programs began three years ago. Neither team may have a place to swim in the fall of 2007.

6. Coeur d'Alene is a lakeside community and as such has an obvious demand for learn-to-swim and water safety classes which cannot be taught in the lake. Since the closure of the YMCA pool, parents have limited access to swim training and a possible liability problem may develop. Several nationally ranked swimmers living in the Coeur d'Alene area are forced to drive to Spokane to train.

##### **SOLUTIONS:**

Optimum: An indoor 25 yard x 50 meter pool and a ramped therapy pool

Minimum: An indoor 8 lane, 25 yard x 25 meter pool

## **ADVANTAGES:**

### **50 METER POOL**

1. A fifty meter pool is adequately sized to host summer and winter swim meets (long and short course), carry on swimming lessons, allow for kayak and canoe classes, conduct SCUBA lessons, and potentially add water polo at a high school level or at NIC.

2. The large pool maximizes use of the facility since two different types of classes could be conducted simultaneously.

3. An indoor 50 meter pool would be unique in North Idaho, Eastern Washington, and Western Montana. This would be advantageous for the following reasons:

(a) Hosting meets promotes tourism. Six to eight meets could be hosted annually, which would bring 200 to 400 families into the area for a minimum of three days for each meet. This would be a significant boon to the hotels, restaurants, and the tourism industry in the area.

(b) Swim Camps. A minimum of ten swim camps could be promoted per year. This would be a significant revenue producer for the pool itself and, again, for the tourism industry in the city due to an influx of 150 to 200 swimmers and parents per camp. These types of camps are never conducted in smaller-sized pools.

(c) The U.S.S. Swimming program which is currently limited in size could grow to an estimated 200+ swimmers. The increased number of swimmers will help pay to maintain and run a new facility.

(d) National Competition. A large number of Coeur d'Alene swimmers are competing in nation-wide swim competitions. A fifty meter pool is necessary for them to train and swim competitively.

### **THERAPY POOL:**

1. The installation of a warm water therapy pool would gain support from the local medical community.

2. The warm water therapy pool would be available for medical use (rehabilitation of injuries) which would generate income to operate the pools.

3. A warm water pool allows for toddler, Mommy and Me, adult aqua aerobics, and infant swim programs which are not currently available anywhere in the area and which would generate pool income.

4. Senior water exercise programs can be conducted.

## **II. BASKETBALL COURTS**

### **PRIORITY: HIGH**

### **REASONS TO INCLUDE IN A COMMUNITY RECREATION CENTER:**

1. A significant lack of basketball courts, both with and without lighting, exists in Coeur d'Alene.

2. Activities for teenage children in the evening and weekends, which basketball targets,

are lacking in the Coeur d'Alene area. No City facilities exist which currently cover this need. Juvenile crime is on the rise in the community and the increased number of families relocating to the Coeur d'Alene area have children in this age bracket. Night basketball courts, currently unavailable, have been shown to be an effective draw to a community center.

3. An indoor site capable of hosting tournaments, high school basketball games, or evening and weekend basketball clinics would be a significant draw to a community center.

4. Basketball courts double as multi-use areas for large public meetings, plays, dances, as well as for other sports such as volleyball, badminton, etc.

#### **SOLUTIONS:**

Optimum: Three indoor basketball courts

Median: Two indoor basketball courts

Minimum: One indoor basketball court

#### **ADVANTAGES: 3 INDOOR BASKETBALL COURTS:**

1. Allow for 6 half court basketball games occupying 60 playing individuals, substitutes, and spectators. In facilities researched typically 80 to 100 people are involved at any one time.

2. Allows (by proper layout) one playoff basketball court, plus area for spectator viewing in stands surround the court for 2000+ spectators (depending upon portable grandstand size).

3. When a community event occurs allowing for a large multi-use area.

4. Communities researched which have constructed this type of facility have shown a reduction in juvenile crime and a significant reduction in time the local police department dedicates to juvenile activities.

5. School players, during the off season, will have a place to hone their skills in a supervised atmosphere. This should result in better skilled players and a higher level of competition during the school season. This should result in a higher number of scholarships and increased interest in the community.

6. Basketball camps and clinics can be conducted which will generate income for the facility.

7. With proper marketing of the facility national and regional camps can be held which would stimulate tourism. A regional camp in a facility this size can attract 100+ participants and their families. These types of camps are not held in smaller facilities.

### **III. MEETING AND CONFERENCE ROOMS**

**PRIORITY: UNKNOWN**

#### **REASONS FOR INCLUSION IN A COMMUNITY CENTER:**

1. Meeting and conference rooms are in very short supply in the Coeur d'Alene area. These facilities, available to the general public, businesses, and visitor groups for a fee, can be utilized to help the Rec Center generate income.

2. Kitchen, catering, public address, and video presentation facilities. If these conference rooms are offered with these capabilities, they become even more versatile. A larger variety of

groups could then utilize them for banquets, business presentations, award dinners, etc. User fees are increased when these services are included.

3. Tourist groups and convention. The use of these rooms could be supplemented by making them available to tourist and convention groups. The conflict with currently available facilities offered through some of the hotels in the area should be explored, since this industry's support of the Rec Center is to be encouraged.

#### **SOLUTIONS:**

1. Typical size of this type of facility is in multiples of 60' to 75' wide by 200' to 250' long. Movable soundproof walls are used to partition the larger area into several rooms as small as 50' x 75'.

#### **ADVANTAGES:**

1. Conference halls could be significant sources of income to offset the operating expenses of the Rec Center.

2. Demand exists in the community for this type of facility; therefore a valuable community need would be met.

3. Construction of this type of facility is relatively inexpensive per square foot if property it is built on is inexpensive. Maintenance and operational expenses are also low.

### **IV. CLIMBING CENTER**

#### **PRIORITY: HIGH**

#### **REASONS FOR INCLUSION IN A COMMUNITY CENTER:**

1. Recreational/sport climbing is the second fastest growing sport in the U.S. It is the fastest growing sport in the under 25 age bracket.

2. A climbing center has the highest yield of number of people/square feet of floor space for any sport in a rec center. Since a majority of a climbing surface uses pre-existing wall space - construction costs for the number of uses is lower than any other sport.

3. Maintenance and operating costs of a climbing facility are lower than all sports except basketball, volleyball, and racquetball.

#### **ADVANTAGES:**

1. Very cost effective per participant.

2. Could dramatically add to Rec Center participation.

3. Does not compete with any local business or health club.

4. Can generate retail sales in equipment in the area. The average climber spends about \$500.00 per year in equipment.

5. Could generate an active travel/guided climb business associated with the Rec Center to generate additional income.

**PRIORITY: HIGH**

**REASONS TO INCLUDE IN A COMMUNITY CENTER:**

1. Inadequate multiple use areas exist in city and county.
2. Areas and rooms in a community center compliment the facility in allowing space for all different types of activities. Dances, instructional classes, crafts, athletic pursuits (such as aerobics), and almost any type of wholesome activity imaginable can be conducted in these areas.
3. Non-specific use spaces like this are an essential part of every community center visited.

**SOLUTIONS:**

Optimum: A linear arranged open area 40 (or more) feet wide by 100 (or more) feet long. Ideally would be adjacent to another open area (such as the facility basketball court) with removable walls so that the area could be combined with the adjacent area to create a much larger multi-use area for major community events. The linear arranged room should be divided at 25 to 35 foot increments with sound absorbing folding room dividers so the main room can be subdivided for several different functions.

Minimum: a 40' by 40' area with 10' high ceilings.

**ADVANTAGES:**

1. Lease expensive of all areas of community center to construct and maintain.
2. Often these areas become a hub of constructive community activity. Community goodwill can be readily built by use of such areas by community civic organizations.
3. If constructed adjacent to basketball courts these areas can be substantially increased in size by use of curtained walls separating them from these court(s). The multi-use area can be then used for large-scale public gatherings.
4. These areas, especially if adjoining bathroom and kitchen facilities are available, can be rented out to operate as an income generating component of the community center.

## EXHIBIT "B"

### Kroc Center Program Space Descriptions

**Description of program to be provided.** The Kroc Center in Coeur d'Alene will be the center of activity for the 5 counties of North Idaho and will provide a variety of programs to meet the needs of this growing community.

**The leisure pool** while being a great place for family activities enjoying the lazy river, water slides, the vortex's, the spas, and child's play area, also provides a great space for senior exercise, water aerobics, water therapy, and tot swim lessons.

**The competition pool** will include activities such as water aerobics, swim lessons, water safety instruction, free swim, competitive swim, water polo, scuba instruction and, kayak lessons.

**The fitness center** and climbing pinnacle will offer opportunities for the whole family. Individuals can work out in different areas of the fitness center on the main floor as well as the second floor. Families will also be able to work out together as the new direction in fitness includes equipment especially designed for older children so that they can work out with the mother or father in a family environment. The climbing pinnacle will host a variety of activities for the entire family. Challenging courses for the experienced and easier routes for beginners.

**The Multi-Activity Gym(MAC)** will provide opportunities for volleyball, basketball, soccer, hockey, any activity requiring a synthetic floor. The MAC will also provide a great place for community events, such as a community Thanksgiving dinner or large banquet.

**The game room** will be marketed toward teens which will have a number of elements designed for and by the teens. Located next to the game room is the climbing pinnacle, which allow great programming for the youth pastor to connect with teens in the facility.

**The lounge and reception** areas provide a great space for a multitude of activities such as Bible studies, table games, reading, small groups, Sunday school classes, or just a place to hang out and have a cup of coffee while surfing the Internet.

**The community wing** will offer a great space for worship, bible studies, Sunday school classes, Women's ministry, aerobics, banquets, seminars, community groups, service clubs, wedding receptions, arts and crafts, dance instruction, senior dancing, after school programs and senior meals.

**Indoor Play and Baby Sit** will provide a wide variety of activities for children. The indoor play will be a themed play area with climbing apparatuses, slides, and tunnels to provide a great place for children to play. This will also provide childcare for Sunday worship. Baby-sitting will be offered for children while their parents are working out in the fitness center or other activities around the center.

**The party rooms** will host birthday parties, team meetings for swim meets, classrooms, and Sunday school classes. The Party Rooms are dividable into two independent rooms using a folding wall partition. Space will be utilized as a party room, wet classroom, multi-purpose exercise room or Sunday School classroom. These rooms are strategically located to provide convenient access to the leisure pool and climbing wall, two of the highest interest areas for birthday parties.

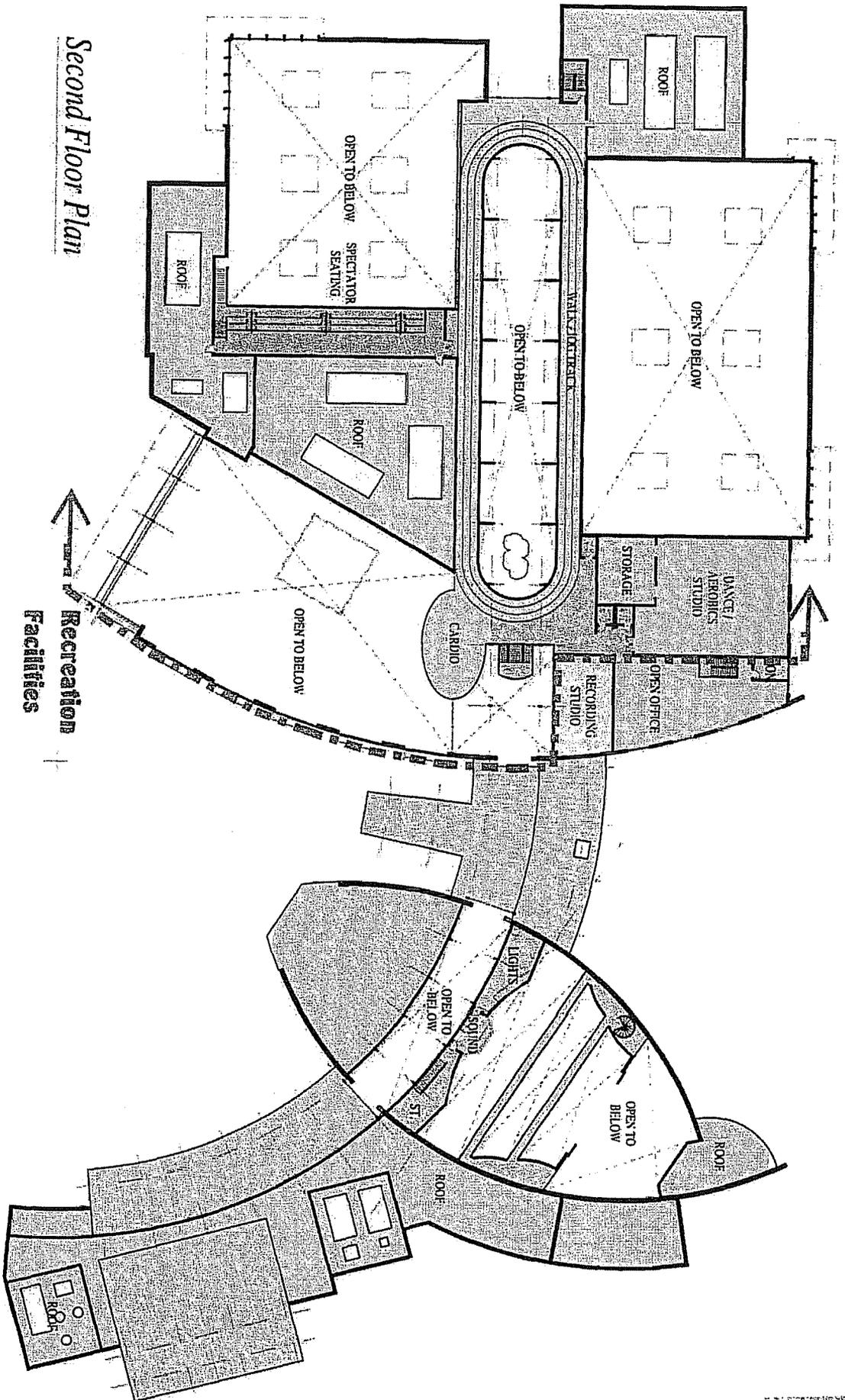
**Walk/ Jog Track:** with 3 lanes and a cushioned resilient synthetic floor for walking and jogging (11.3 laps to the mile) is located at level two. A stretching area has been provided adjacent to this and the aerobics/ dance studio.

**Aerobics/ Dance Studio:** room with a cushioned wood floor accommodating dance, aerobic and group exercise classes is located at level two. This room will have mirrors on two walls, a ballet bar and cubbies for patron's personal gear. A high-tech sound system will be installed for the use of the instructors.

**Corps Chapel/Performance Venue:** sloped floor worship/performance space with fixed seating for 380. This space will double as a small performing arts venue. Special attention will be paid to acoustical design to insure a quality venue. As a performing arts venue we will host concerts, community plays, seminars and the Kroc Kids Theater will take place here.

**Commercial Kitchen:** commercial kitchen with counter space, ovens and dishwashing equipment to provide food service for the Kroc center.





*Second Floor Plan*

Ray & Joan Krooc Corps Community Center - Coeur d'Alene, ID

1-40-07

ASD-02

4 JAN 2007



EXHIBIT A

Exhibit "C-2"

**EXHIBIT "D"**

The South half of the Northeast Quarter of the Southeast Quarter of Section 3, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, lying East of the East boundary line of the Spokane International Railway Company's right of way.

EXCEPT the South 60 feet thereof.

D.

EXHIBIT 17

COUNCIL BILL NO. 07-1008  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING A NEW CHAPTER 2.46 TO ESTABLISH A SIGN BOARD, SET TERMS AND CRITERIA FOR APPOINTMENT, ESTABLISHING DUTIES AND HEARING PROCEDURES OF THE SIGN BOARD AND APPOINTING A SECRETARY; REPEALING THE CURRENT SIDE CODE AND ADOPTING A NEW SIGN CODE CODIFIED AS CHAPTER 15.24 AS FOLLOWS: ADDING A NEW ARTICLE I ENTITLED STRUCTURE WITH SECTIONS 15.24.010 THROUGH 15.24.050 TO ESTABLISH THE TITLE, PURPOSE AND SCOPE OF THE SIGN CODE AND TO ADDRESS COORDINATION WITH STATE LAW AND THE SEVERABILITY OF THE SIGN CODE; ADDING A NEW ARTICLE II ENTITLED GENERAL REQUIREMENTS WITH SECTIONS 15.24.060 THROUGH 15.24.480 TO ESTABLISH REGULATIONS FOR A FRAME SIGNS, AWNING AND CANOPY SIGNS, BANNERS OVER THE RIGHT OF WAY, COMMUNITY SIGNS, ELECTRIC SIGNS AND MESSAGE CENTERS, FREESTANDING, NON-TRADITIONAL, PROJECTING, ROOF, PORTABLE AND VEHICULAR SIGNS, WALL MURALS, SIGNS IN RESIDENTIAL, MOBILE HOME, COMMERCIAL, MANUFACTURING AND NAVIGABLE WATER ZONING DISTRICTS, ENTRY SIGNS INTO SUBDIVISIONS, TEMPORARY AND POLITICAL SIGNS, MAINTENANCE AND REMOVAL OF NONCONFORMING, DANGEROUS, OBSOLETE AND ILLEGAL SIGNS, ESTABLISHING PROHIBITED SIGNS AND PROHIBITED LOCATIONS FOR SIGNS, REGULATIONS GOVERNING BILLBOARDS; ADDING A NEW ARTICLE III WITH SECTIONS 15.24.490 THROUGH 15.24.570 TO ESTABLISH EXCEPTIONS TO THE SIGN CODE, ACTIVITIES EXEMPT FROM PERMITTING REQUIREMENTS, PROHIBITING SIGNS THAT PROJECT OVER THE RIGHT OF WAY, PROVIDING FOR VARIANCES AND APPEAL PROCEDURES; ADDING A NEW ARTICLE IV WITH SECTIONS 15.24.580 THROUGH 15.24.690 ESTABLISHING PERMITTING REQUIREMENTS FOR SIGNS, ENFORCEMENT PROCEEDING INCLUDING PROVIDING THAT ANY VIOLATION OF THE SIGN CODE IS A MISDEMEANOR PUNISHABLE BY UP TO 180 DAYS IN JAIL OR A FINE OF \$1,000.00 OR BOTH; ADDING A NEW ARTICLE V WITH SECTION 15.24.700 ESTABLISHING A GLOSSARY OF TERMS; 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 a new Chapter 2.46, entitled SIGN BOARD, is hereby added to the Municipal Code as follows:*

**CHAPTER 2.46  
SIGN BOARD**

**SECTION 2.** *That a new Section 2.46.010, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**2.46.010: 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.

**SECTION 3** *That a new Section 2.46.020, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**2.46.020: 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.

**SECTION 4.** *That a new Section 2.46.030, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**2.46.030: 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.

**SECTION 5.** *That a new Section 2.46.040, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**2.46.040: 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 a summary published in the official newspaper.

**SECTION 6.** *That a new Section 2.46.050, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**2.46.050: SIGN BOARD; SECRETARY:**

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

**SECTION 7.** *That Coeur d'Alene Municipal Code Chapter 15.24 entitled SIGN CODE is hereby repealed and a new Chapter 15.24 entitled SIGN CODE is added to read as follows:*

**CHAPTER 15.24  
THE CITY OF COEUR D'ALENE SIGN ORDINANCE**

**SECTION 8.** *That a new Article I, entitled STRUCTURE, is hereby added to Chapter 15.24 of the Coeur d'Alene Municipal Code as follows:*

**I. STRUCTURE**

**SECTION 9.** *That a new Section 15.24.010, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.010: 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".

**SECTION 10.** *That a new Section 15.24.020, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.020: 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.

**SECTION 11.** *That a new Section 15.24.030, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.030: 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.

**SECTION 12.** *That a new Section 15.24.040, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.040: COORDINATION WITH STATE LAW:**

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

**SECTION 13.** *That a new Section 15.24.050, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.050: 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.

**SECTION 14.** *That a new Article II, entitled GENERAL REQUIREMENTS - SIGNS, is hereby added to Chapter 15.24 of the Coeur d'Alene Municipal Code as follows:*

**II. GENERAL REQUIREMENTS-SIGNS**

**SECTION 15.** *That a new Section 15.24.060, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.060: GENERAL:**

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.

**SECTION 16.** *That a new Section 15.24.070, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**SIGNS BY TYPE**

**15.24.070: 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 Core 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.

**SECTION 17.** *That a new Section 15.24.080, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.080: 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.

**SECTION 18.** *That a new Section 15.24.090, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.090: 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.

**SECTION 19.** *That a new Section 15.24.100, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.100: 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.

**SECTION 20.** *That a new Section 15.24.110, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.110: ELECTRIC SIGNS AND MESSAGE CENTERS:**

- 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.

**SECTION 21.** *That a new Section 15.24.120, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.120: 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.

**SECTION 22.** *That a new Section 15.24.130, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.130: 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.

**SECTION 23.** *That a new Section 15.24.140, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.140: 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.

**SECTION 24.** *That a new Section 15.24.150, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.150: 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.

**SECTION 25.** *That a new Section 15.24.160, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.160: 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.

**SECTION 26.** *That a new Section 15.24.170, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.170: 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.

**SECTION 27.** *That a new Section 15.24.180, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**SIGNS BY ZONES / DISTRICTS**

**15.24.180: 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.

**SECTION 28.** *That a new Section 15.24.190, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.190: 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.

**SECTION 29.** *That a new Section 15.24.200, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.200: 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 Freestanding Sign Table in Section 15.24.220.
- 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 forty (40) square feet.
- D. The businesses who choose this type of joint signage may not erect separate, individual freestanding signage.

**SECTION 30.** *That a new Section 15.24.210, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.210: 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.

**SECTION 31.** That a new Section 15.24.220, is hereby added to the Coeur d'Alene Municipal Code as follows:

**SIZE AND ZONE/DISTRICT/LOCATION**

**15.24.220: FREESTANDING SIGNAGE SIZE ALLOWANCE TABLE:**  
per street frontage

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

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

**SECTION 32.** *That a new Section 15.24.230, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.135 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.

**SECTION 33.** *That a new Section 15.24.240, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**TEMPORARY SIGNS**

**15.24.240: 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.

**SECTION 34.** *That a new Section 15.24.250, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.250: 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.

**SECTION 35.** *That a new Section 15.24.260, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.260: 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.

**SECTION 36.** *That a new Section 15.24.270, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**POLITICAL SIGNS**

**15.24.270: 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.

**SECTION 37.** *That a new Section 15.24.280, is hereby added to the Coeur d'Alene Municipal Code as follows:*

## **MAINTENANCE AND REMOVAL OF SIGNS**

### **15.24.280: 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.

**SECTION 38.** *That a new Section 15.24.290, is hereby added to the Coeur d'Alene Municipal Code as follows:*

### **15.24.290: 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).

**SECTION 39.** *That a new Section 15.24.300, is hereby added to the Coeur d'Alene Municipal Code as follows:*

### **15.24.300: 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.

**SECTION 40.** *That a new Section 15.24.310, is hereby added to the Coeur d'Alene Municipal Code as follows:*

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

Except as provided in Section 15.24.320 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.

**SECTION 41.** *That a new Section 15.24.320, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.320: 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.

**SECTION 42.** *That a new Section 15.24.330, is hereby added to the Coeur d'Alene Municipal Code as follows:*

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

Upon removal or alteration under Section 15.24.320 of this Chapter, or after written notice to the owner of the building, structure or premises under Section 15.24.310 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.

**SECTION 43.** *That a new Section 15.24.340, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.340: 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.

**SECTION 44.** *That a new Section 15.24.350, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.350: 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.

**SECTION 45.** *That a new Section 15.24.360, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.360: 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.

**SECTION 46.** *That a new Section 15.24.370, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.370: PAINTING OVER SIGNS:**

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

**SECTION 47.** *That a new Section 15.24.380, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**PROHIBITED SIGNS**

**15.24.380: 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.

**SECTION 48.** *That a new Section 15.24.390, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.390: 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.

**SECTION 49.** *That a new Section 15.24.400, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.400: 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.

**SECTION 50.** *That a new Section 15.24.410, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.410: VISION TRIANGLE OBSTRUCTIONS:**

A sign may not be placed within the vision triangle.

**SECTION 51.** *That a new Section 15.24.420, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.420: 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.

**SECTION 52.** *That a new Section 15.24.430, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.430: OBSCENE SIGNS PROHIBITED:**

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

**SECTION 53.** *That a new Section 15.24.440, is hereby added to the Coeur d'Alene Municipal Code as follows:*

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

Except as provided in Sections 15.24.100, 15.24.450 and 15.24.520, all billboards and off-premises signs are prohibited.

**SECTION 54.** *That a new Section 15.24.450, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.450: 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 requirements of this Section 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 this Section 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.

**SECTION 55.** *That a new Section 15.24.460, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.460: 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.

**SECTION 56.** *That a new Section 15.24.470, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.470: 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.

**SECTION 57.** *That a new Section 15.24.480, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.480: 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.

**SECTION 58.** *That a new Article III, entitled EXCEPTIONS, is hereby added to Chapter 15.24 of the Coeur d'Alene Municipal Code as follows:*

### **III. EXCEPTIONS**

**SECTION 59.** *That a new Section 15.24.490, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.490: PERMIT EXCEPTIONS AND GENERAL EXEMPTIONS:**

If the following signs do not violate provisions of Sections 15.24.280 through 15.24.370 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.

**SECTION 60.** *That a new Section 15.24.500, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.500: 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.

**SECTION 61.** *That a new Section 15.24.510, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.510: 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.

**SECTION 62.** *That a new Section 15.24.520, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.520: 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.

- 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 15.24.530 through 15.24.570. Decisions of the Board are final unless appealed to the City Council.

**SECTION 63.** *That a new Section 15.24.530, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.530: 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.

**SECTION 64.** *That a new Section 15.24.540, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.540: 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.

**SECTION 65.** *That a new Section 15.24.550, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.550: 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.

**SECTION 66.** *That a new Section 15.24.560, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.560: 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.

**SECTION 67.** *That a new Section 15.24.570, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.570: 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 Section 15.24.530 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.

**SECTION 68.** *That a new Article IV, entitled PERMIT FEES, LICENSING AND ENFORCEMENT, is hereby added to Chapter 15.24 of the Coeur d'Alene Municipal Code as follows:*

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

**SECTION 69.** *That a new Section 15.24.580, is hereby added to the Coeur d'Alene Municipal Code as follows:*

##### **15.24.580: 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.

**SECTION 70.** *That a new Section 15.24.590, is hereby added to the Coeur d'Alene Municipal Code as follows:*

##### **15.24.590: 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.

**SECTION 71.** *That a new Section 15.24.600, is hereby added to the Coeur d'Alene Municipal Code as follows:*

##### **15.24.600: 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.

**SECTION 72.** *That a new Section 15.24.610, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.610: 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.

**SECTION 73.** *That a new Section 15.24.620, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.620: 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.

**SECTION 74.** *That a new Section 15.24.630, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.630: 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.

**SECTION 75.** *That a new Section 15.24.640, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.640: 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.

**SECTION 76.** *That a new Section 15.24.650, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.650: 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.

**SECTION 77.** *That a new Section 15.24.660, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.660: ENFORCEMENT:**

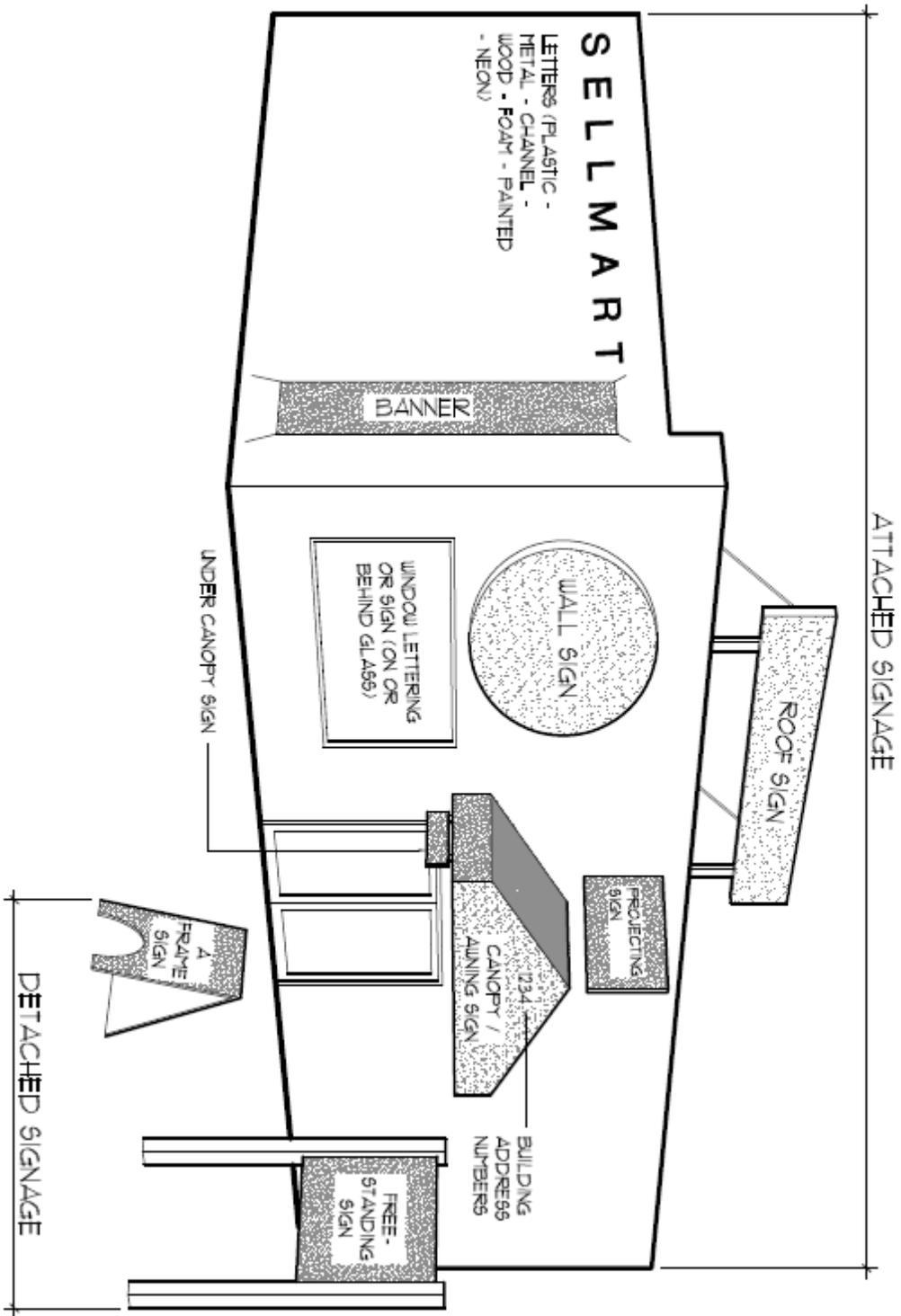
The provisions of Chapter may be enforced in any manner allowed by law including but not limited to the following:

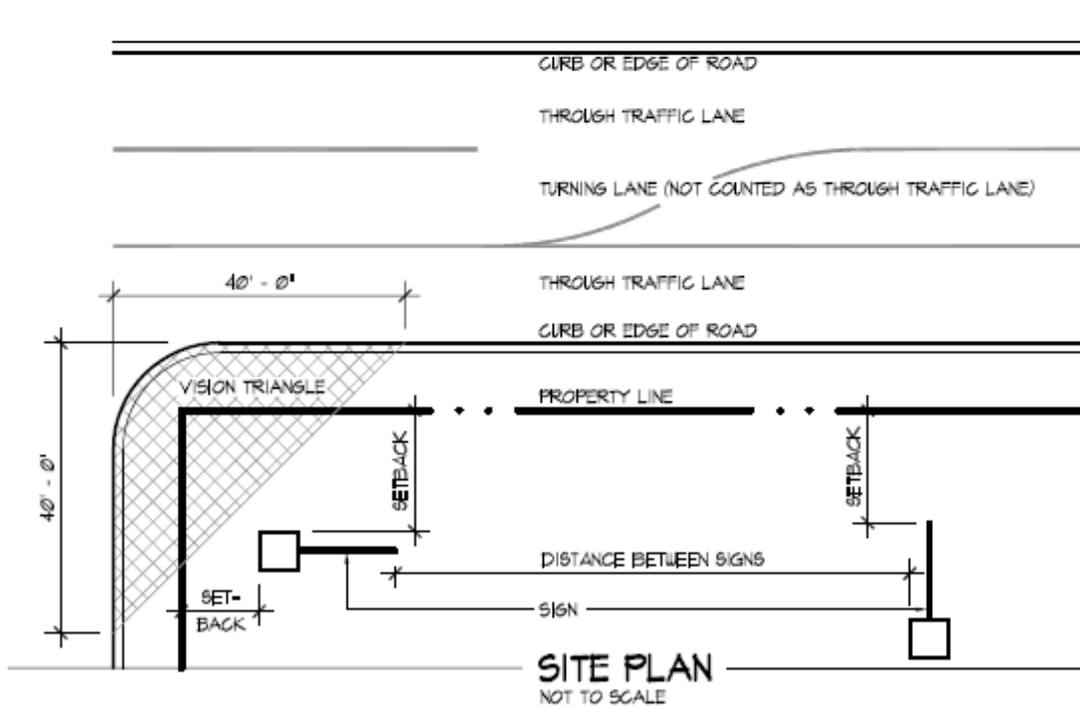
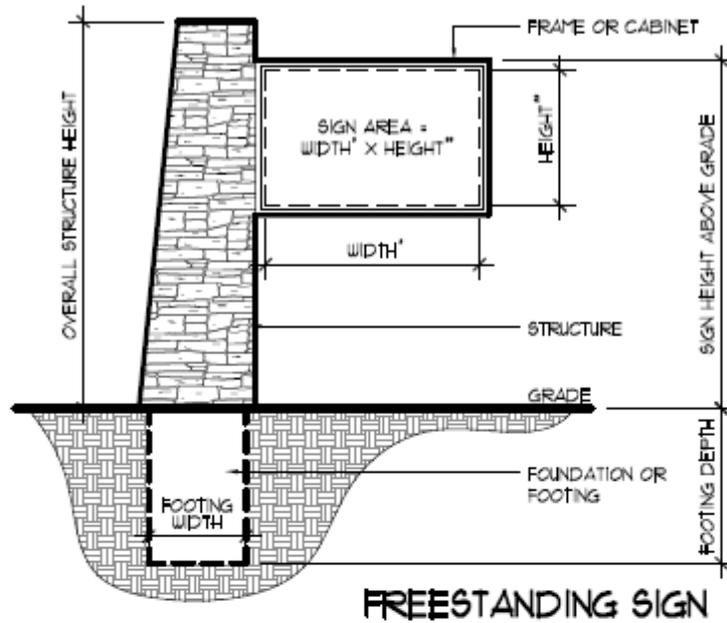
- A. Any person violating any of the sign code provisions set out in this Chapter may be given written notice to come into compliance within a set period of time.
- B. Any person violating any of the sign code provisions set out in this Chapter may be assessed a civil penalty as set by resolution of 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 punishable as provided in Municipal Code Section 1.28.010.

**SECTION 78.** *That a new Section 15.24.670, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**15.24.670: 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.





**SECTION 79.** *That a new Article V, entitled GLOSSARY, is hereby added to Chapter 15.24 of the Coeur d'Alene Municipal Code as follows:*

## **V. GLOSSARY**

**SECTION 80.** *That a new Section 15.24.680, is hereby added to the Coeur d'Alene Municipal Code as follows:*

### **15.24.680: 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.

**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.

**SECTION 81.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 82.** 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 83.** 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 84.** 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 20<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. \_\_\_\_\_  
**Repealing Chapter 15.24 – Sign Code & Adopting a New Chapter 15.24 – Sign Board**

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING A NEW CHAPTER 2.46 TO ESTABLISH A SIGN BOARD, SET TERMS AND CRITERIA FOR APPOINTMENT, ESTABLISHING DUTIES AND HEARING PROCEDURES OF THE SIGN BOARD AND APPOINTING A SECRETARY; REPEALING THE CURRENT SIDE CODE AND ADOPTING A NEW SIGN CODE CODIFIED AS CHAPTER 15.24 AS FOLLOWS: ADDING A NEW ARTICLE I ENTITLED STRUCTURE WITH SECTIONS 15.24.010 THROUGH 15.24.050 TO ESTABLISH THE TITLE, PURPOSE AND SCOPE OF THE SIGN CODE AND TO ADDRESS COORDINATION WITH STATE LAW AND THE SEVERABILITY OF THE SIGN CODE; ADDING A NEW ARTICLE II ENTITLED GENERAL REQUIREMENTS WITH SECTIONS 15.24.060 THROUGH 15.24.480 TO ESTABLISH REGULATIONS FOR A FRAME SIGNS, AWNING AND CANOPY SIGNS, BANNERS OVER THE RIGHT OF WAY, COMMUNITY SIGNS, ELECTRIC SIGNS AND MESSAGE CENTERS, FREESTANDING, NON-TRADITIONAL, PROJECTING, ROOF, PORTABLE AND VEHICULAR SIGNS, WALL MURALS, SIGNS IN RESIDENTIAL, MOBILE HOME, COMMERCIAL, MANUFACTURING AND NAVIGABLE WATER ZONING DISTRICTS, ENTRY SIGNS INTO SUBDIVISIONS, TEMPORARY AND POLITICAL SIGNS, MAINTENANCE AND REMOVAL OF NONCONFORMING, DANGEROUS, OBSOLETE AND ILLEGAL SIGNS, ESTABLISHING PROHIBITED SIGNS AND PROHIBITED LOCATIONS FOR SIGNS, REGULATIONS GOVERNING BILLBOARDS; ADDING A NEW ARTICLE III WITH SECTIONS 15.24.490 THROUGH 15.24.570 TO ESTABLISH EXCEPTIONS TO THE SIGN CODE, ACTIVITIES EXEMPT FROM PERMITTING REQUIREMENTS, PROHIBITING SIGNS THAT PROJECT OVER THE RIGHT OF WAY, PROVIDING FOR VARIANCES AND APPEAL PROCEDURES; ADDING A NEW ARTICLE IV WITH SECTIONS 15.24.580 THROUGH 15.24.690 ESTABLISHING PERMITTING REQUIREMENTS FOR SIGNS, ENFORCEMENT PROCEEDING INCLUDING PROVIDING THAT ANY VIOLATION OF THE SIGN CODE IS A MISDEMEANOR PUNISHABLE BY UP TO 180 DAYS IN JAIL OR A FINE OF \$1,000.00 OR BOTH; ADDING A NEW ARTICLE V WITH SECTION 15.24.700 ESTABLISHING A GLOSSARY OF TERMS;; 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. \_\_\_\_\_, Repealing Chapter 15.24 – Sign Code & Adopting a New Chapter 15.24 – Sign Board, 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 20<sup>th</sup> day of March, 2007.

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Warren J. Wilson, Deputy City Attorney

COUNCIL BILL NO. 07-1014  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM MH8 TO R12 & C17 AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: TRACTS 70 AND 71, FRUITLAND ADDITION TO COEUR D'ALENE IN THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; 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 Planning Commission, it is deemed by the Mayor and City Council to be for the best interests of the City of Coeur d'Alene, Idaho, 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 the following described property, to wit:

The West 150 Feet of Tracts 70 and 71, Fruitland Addition to Coeur d'Alene in the Northeast 1/4 of Section 2, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

is hereby changed and rezoned from MH8 to R-12 (RESIDENTIAL AT 12 UNITS/ACRE).

**SECTION 2.** That the following described property, to wit:

Tracts 70 and 71, Fruitland Addition to Coeur d'Alene in the Northeast 1/4 of Section 2, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, except the west 150 Feet Thereof.

is hereby changed and rezoned from MH8 to C17 (COMMERCIAL AT 17 UNITS/ACRE).

**SECTION 3.** That the following conditions precedent to rezoning are placed upon the rezone of the property:

**Engineering:**

1. Dedication of an additional five feet (5') of right-of-way will be required on the Fruitland Lane frontage, and, the owner will be required to enter into a frontage improvement

- agreement with the City for future roadway improvements on the subject frontage.
2. Review of impacts to the adjoining property to the south and the approved site plan for that property, will be required prior to allowing any access across this property to the area of request.
  3. Alteration of the existing lot lines with development may result in the need to complete the subdivision process of the subject property. This issue will be required to be addressed by the developer prior to any development of the subject property.
  4. A 60 foot right-of-way or easement suitable to the City Engineer extending from the C-17 zoned portion of the subject property to Neider Avenue.

**Planning:**

5. On the North property line, a 6 foot high sight fence and 5 foot wide vegetative buffer.
6. All lighting to be directed downward with no light spillover across property lines.

**SECTION 4.** That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, is hereby amended as set forth in Section 1 hereof.

**SECTION 5.** That the Planning Director is hereby instructed to make such change and amendment on the three (3) official Zoning Maps of the City of Coeur d'Alene.

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

**SECTION 7.** 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 this 3<sup>rd</sup> day of April, 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. \_\_\_\_\_  
**Zone Change – ZC-2-06 3514 N. Fruitland Lane MH8 to R12 and C17**

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM MH8 TO R12 & C17 AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: TRACTS 70 AND 71, FRUITLAND ADDITION TO COEUR D'ALENE IN THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; 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. \_\_\_\_\_, Zone Change – ZC-2-06 3514 N. Fruitland Lane MH8 to R12 and C17, 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 3<sup>rd</sup> day of April, 2007.

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Warren J. Wilson, Deputy City Attorney