



Coeur d'Alene

CITY COUNCIL MEETING

April 6, 2010

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

Councilmen Edinger, Goodlander, McEvers, Bruning, Hassell, Kennedy

CONSENT CALENDAR

**A JOINT MEETING OF THE
COEUR D'ALENE CITY COUNCIL
AND THE
KOOTENAI COUNTY BOARD OF COMMISSIONERS
MARCH 11, 2010**

The Council met in a continued meeting with the Board of County Board of Commissioners at the Breakfast Nook on 4th Street on March 11, 2010 at 7:30 a.m. there being present upon roll call a quorum

Mayor Sandi Bloem

Al Hassell, III) Members of the Council Present
Mike Kennedy)
John Bruning)
Woody McEvers)
Ron Edinger)

Rick Currie, Chairman) Board of County Commissioners Present
Rich Piazza)
Todd Tondee)

STAFF PRESENT: Sandi Maitland, County: Susan Weathers, Wendy Gabriel, Wayne Longo, Kenny Gabriel, Troy Tymesen, City.

Rick Currie commented that he would like the Council and Commissioners meet more often.

HAULING CONTRACT – WASTE MANAGEMENT: Commissioner Currie reported that with the participation by the City the County will be initiating a single-stream recycling program. Troy Tymesen noted that the city's contract is coming up for renewal and the county is looking for a single-stream recycling contractor. He added that he has talked with Waste Management and they will be able to bring single-stream recycling by October. This would mean the Cd'A would be the first city in the Northwest that would be doing single-stream recycling. He noted that the County will be contracting with Waste Management as they have the volume to make this work. He proposed that the contract be extended for 6 years. Waste Management would be providing 64-gallon carts for recycling that would be picked up every other week. Councilman Edinger asked about renewing the contract and what is the cost for this recycling project. Mr. Tymesen responded that he has a verbal agreement with Waste Management that there would not be an increase in cost to the residents. Wendy Gabriel asked if other garbage haulers could do this program. Commissioner Currie responded that the current contract currently has two 3-year extensions. Commissioner Tondee noted that a 6-year extension would be a benefit to the county, city and hauler in recouping the cost of initiating this program. Councilman Hassell commented that citizens will expect the County to go out to bid. Commissioner Currie noted that the other haulers do not have a MRF (Material

Recycling Facility) which Waste Management current has. Commissioner Tondee noted that the other hauler charges more for their garbage bins than Waste Management. Mr. Tymesen noted that the current contract provides for an annual 2 1/2 % increase which is far less than the current cost of fuel which could affect the rates if a new contract was to be negotiated. Troy noted that the contract and the joint powers agreement will be going to the General Services Committee in April. Commissioner Tondee noted that more materials will be able to be recycled that what is currently accepted.

Commissioner Currie noted that this is just another example of Kootenai Cuntly and Coeur d'Alene partnering for the benefit of the citizens.

Commissioner Currie reported that the county has signed a contract with Kootenai Electric Coop (KEC) for recycling methane gas at a savings of \$2,000,000 over 10 years. This will provide energy credits to the County which will probably be a greater savings than the selling of the methane gas. He also noted that the more grass clippings they receive the more methane they produce which means the more they can sell. Two stipulations for this agreement were they would deal with a local company and that the power would go to local citizens and KEC was the only company that accepted their proposal. Councilman Kennedy asked if leaves would fall within the category for recycling. Commissioner Currie noted that it does but he would like to recheck with their transfer station crews.

JUVENILE JUSTICE CENTER: Commissioner Tondee reported that the old Federal Building is being remodeled to hold the county's Juvenile Justice Center. There has been a couple of issues such as asbestos and the roof drains which are connected to the city sewer which the city is asking that they be removed; however, that would be extremely expensive to them to redirect the rainwater run-off. Mr. Tymesen noted that the Wastewater Treatment Plant is always looking at diverting rainwater from the sewer system so the plant does not fill up when a major rain storm occurs. He noted that Jon Ingalls is working with Engineering to resolve this issue for the County. Commissioner Currie noted that it would add \$100,000 to the cost of remodeling to divert their rainwater. Commissioner Tondee noted that this building is listed on the State Historic Registry which creates new issues such as installing a new sprinkler system that would cost over \$150,000. He explained that they have been informed that if they detain more than 5 juveniles awaiting trial they would be required to sprinkler the entire building. Councilman Edinger asked about parking. Commissioner Currie reported that he has had conversations with Lake City Development Corporation (LCDC) and this issue and it appears that a partnership will be created to construct a parking garage. He also asked if the City would be willing to work with the County regarding allowing employees to park in the City parking lot just north of the old Federal Building. Councilman Hassell noted that the County should work with LCDC to help with the rainwater runoff.

EMS: Fire Chief Kenny Gabriel reported that he attended the state legislative Committee meeting yesterday. He reported that this bill is being proposed by the Association of Idaho Counties and although there are several parts of this bill that are of benefit, the bill also would destroy the existing EMS Board makeup that has been created in Kootenai

County in that no election official including Mayor, County Commissioner or Fire District Chief would be able to serve on the Board. He believes that it is imperative to have people who have a vested interest serving on the board. The next meeting with the State committee will be next Tuesday at 3:00 pm. He stressed his concern that Kootenai County's current board be allowed to continue. Councilman Kennedy noted that this piece of legislation is a one-county issue that they are trying to resolve through state-wide legislation. He added that if the County could send a letter opposing this legislation it would make a major statement to the legislators. Commissioner Tondee commented that they have been told that this legislation would not affect our current board makeup. Councilman Kennedy responded that it would definitely change the makeup because it would not allow any elected officials on the board.

POLICE HOLDS: Commissioner Currie noted that they are having a problem with involuntary police holds whereby a person says they are going to hurt themselves or someone else and that the Police have no choice but to take the individual into involuntary police hold. The problem is that the county is not financially responsible for the cost of the hospital stay, yet the officers are telling the patients that the county will pick up the cost. Chief Longo noted that if anyone indicates that they are thinking of suicide, the Police Dept. has no choice, they must take them to the hospital. Additionally, the Police Dept. must provide security while the individual is hospitalized. Commissioner Tondee reported that the Mental Health Board learned that with State cutbacks the mental health workers who have been assigned as a designate examiner of these individuals will not longer work on Fridays which means the patient would be hospitalized for up to 3 days before the designated examiner would be available. He suggested that if the City would be willing to help pay for a Designated Examiner instead of waiting for the State it would be a savings to both the County and City.

COUNTY DOG PARK: Mayor Bloem asked the status of the County's plan for a county dog park. Commissioner Currie responded that the county is very supportive and they have the land but access is needed from the east side which is not available at this time. Wendy Gabriel asked the status of the Humane Society's new building which was to be located at this site. Commissioner Currie responded that they have not yet spoken to the County but thought that that was an issue between the City and the Kootenai Humane Society.

EDUCATION CORRIDOR: Mayor Bloem reported that they have advertised for Request for Proposals for a transportation plan from the entrance to the US 95 Bridge which will include a traffic study, and will most likely affect the Northwest Boulevard intersection, trail system, and infrastructure.

COUNTY COMP PLAN: Commissioner Tondee noted that they are going through the process and are currently reviewing the land use portion of the Comp Plan. He noted that they are aware of the concerns of the cities and they will be working to resolve these issues.

CDA TV: Councilman McEvers commented that with all the great work the Commissioners are doing, the majority of the time their work does to get out in the newspapers. He again urged the Commissioners to air their meetings. He believes that by airing their meetings they would not be misquoted or misinterpreted. He noted that the City of Hayden as begun airing their meetings.

IMPACT FEES: Commissioner Tondee reported that they are waiting for their Impact Fee Board to provide the Commissioners with their recommendations. Troy Tymesen asked if they are looking at the impact fees going through the City. Commissioner Tondee noted that they are looking at the feasibility of impact fees. Mr. Tymesen asked that the City be a part of the discussions when they discuss the collection of Impact Fees. Commissioner Currie noted that the County will be holding a meeting with the Building Department and the building community to discuss various issues.

ADJOURNMENT: Motion by Edinger, seconded by McEvers to adjourn the meeting. Motion carried.

The meeting adjourned at 8:55 a.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM
March 16, 2010**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room March 16, 2010 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

INVOCATION was led by Pastor Ron Hunter, Church of the Nazarene.

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

PRESENTATION – AMERICAN COUNCIL OF ENGINEERING COMPANIES: City Administrator Wendy Gabriel presented the American Council of Engineering Companies Awards to Wastewater Superintendent Sid Fredrickson for the Ammonia Reduction Project at the Wastewater Treatment Plant and to City Engineer Gordon Dobler for the Midtown Revitalization Project.

PUBLIC COMMENT:

Stonecalf Warriorwoman, 1421 N. 9th Street, Apt. B4, asked the Council to have a close friend's utility bill forgiven.

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

1. Approval of minutes for March 2, 2010.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, March 22nd at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 10-009: 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 A STATE/LOCAL CONSTRUCTION AGREEMENT WITH ITD FOR THE ATLAS BIKE PATH EXTENSION; AUTHORIZING THE DESTRUCTION OF CERTAIN POLICE DEPARTMENT RECORDS; DECLARING

CERTAIN COMPUTER EQUIPMENT AS SURPLUS AND AUTHORIZING STAFF TO DISPOSE OF THE SAME; APPROVING AN AMENDMENT TO THE AGREEMENT FOR TEMPORARY WATER SERVICE WITH THE CITY OF HUETTER; APPROVING A USLA LIFEGUARD TRAINING AGREEMENT WITH THE CITY OF HAYDEN; APPROVING A CONTRACT WITH JOHNSON CONTROLS, INC. TO PERFORM AN ENERGY AUDIT; APPROVING A PERMIT AGREEMENT WITH ROW ADVENTURES FOR USE OF INDEPENDENCE POINT TO LAUNCH KAYAK TOURS; AND APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE DEPARTMENT OF LANDS FOR STIMULUS GRANT FUNDS FOR HAZARDOUS TREE REMOVAL AND MAINTENANCE.

4. Approval of beer/wine/liquor license for Texas Roadhouse Restaurant
5. Approval of bills as submitted and on file in the Office of the City Clerk.
6. Denial of request to amend the hours of operation for mobile food vending carts.
7. Setting of a community information meeting for March 25, 2010 at 6:00 p.m. at the Lake City Senior Center to discuss McEuen Field, 3rd Street Marina, and Front Street Enhancements Project.
8. Approval of bulk purchase of water main and service replacement material for the Water Department.
9. Setting of a public hearing for the ZC-3-10 (zone change at 3400 & 3514 N. Fruitland Ln.) for April 20, 2010.

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

COUNCIL ANNOUNCEMENTS:

COUNCILMAN EDINGER: Council Edinger announced that on March 25th at 6:00 p.m. at the Lake City Senior Center there will be an informal open house type workshop for the public regarding McEuen Field enhancements.

COUNCILMAN KENNEDY: Councilman Kennedy thanked the Downtown Association for a great St. Paddy's Day parade last Saturday.

ADMINISTRATOR'S REPORT: City Administrator Wendy Gabriel reported that the Idaho Parents Unlimited recognized the Special Needs Recreation with an Outstanding Organization award. The City's Police Department along with Idaho Drug Free Youth are sponsoring another prescription drug turn in on April 10 from 10:00 a.m. to 2:00 p.m. at the Cd'A High School. The General Services Committee and the Public Works Committee will not be aired on April 12th ; however, the agendas will be on line. In regard to the Census 2010 Mrs. Gabriel asked everyone to take 10 minutes and fill out the census questionnaire. The City is currently accepting applications for a Utilities Project Manager with a deadline of April 2nd for application submittal. For more information on City job openings go to www.cdavid.org She also noted that the City Parks Department is starting to fill job openings for temporary and seasonal workers. She reported the Recreation Department's activities that have registration currently open. The City is offering a landscape workshop on March 19th for anyone who does landscaping maintenance. The

Pedestrian/Bicycle Committee's Safety Tip of the Week is when cyclists are traveling on the same side of the street as a vehicle and there is no bike lane to remember to give the cyclist 3 feet of clearance when passing them.

POLICE VOLUNTEERS TO ISSUE TICKETS FOR PARKING VIOLATIONS: Motion by Kennedy, seconded by Edinger to authorize Police Volunteers to issue tickets for parking violations. Motion carried.

ORDINANCE NO. 3377
COUNCIL BILL NO. 10-1002

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 5.68.020 AND 5.28.030 TO ADD A DEFINITION OF CHILDCARE FACILITY; 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 by Kennedy, seconded by Hassell to pass the first reading of Council Bill No. 10-1002.

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

Motion by Edinger, seconded by Hassell to suspend the rules and to adopt Council Bill No. 10-1002 by its having had one reading by title only.

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

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

The meeting adjourned at 6:30 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, CMC
City Clerk

RESOLUTION NO. 10-010

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING A LETTER OF AGREEMENT FOR RENEWAL OF CITYLINK PUBLIC TRANSPORTATION; APPROVING A MUTUAL AID ASSISTANCE AGREEMENT WITH THE POST FALLS POLICE DEPARTMENT; AWARD OF BID AND CONTRACT TO PLANNED AND ENGINEERED CONSTRUCTION FOR THE WASTEWATER CURED IN PLACE PIPE (CIPP) SEWER LINE REPLACEMENT PROJECT; AWARD OF BID AND CONTRACT TO BUDDY'S BACKHOE FOR THE WASTEWATER OPEN TRENCH SEWER LINE REPLACEMENT PROJECT AND APPROVAL OF SS-5-09 MAINTENANCE / WARRANTY AGREEMENTS FOR HONI ADDITION.

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

- 1) Approving a Letter of Agreement for Renewal of CityLink Public Transportation;
- 2) Approving a Mutual Aid Assistance Agreement with the Post Falls Police Department;
- 3) Award of Bid and Contract to Planned and Engineered Construction for the Wastewater Cured in Place Pipe (CIPP) Sewer Line Replacement Project;
- 4) Award of Bid and Contract to Buddy's Backhoe for the Wastewater Open Trench Sewer Line Replacement Project;
- 5) Approval of SS-5-09 Maintenance / Warranty Agreements for Honi Addition;

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 5" 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 6th day of April, 2010.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

Staff Report

Date: March 22, 2010

To: General Services Committee

From: Troy Tymesen, Finance Director

Subject: Letter of Agreement for Public Transportation, renewal of CityLink

Decision Point:

To approve the agreement and funding for the City's portion of the public transportation within the urbanized area of Kootenai County.

History:

The 2000 census designated the cities of Coeur d'Alene, Post Falls, Hayden, Huetter and Dalton Gardens to be an urbanized area within Kootenai County. These cities have partnered over the past four years with Kootenai County, the Coeur d'Alene Tribe, Kootenai Metropolitan Planning Organization (KMPO) and Panhandle Area Council (PAC) to provide public transportation, administration and planning. The Council signed the agreement last year. The fiscal year for this Agreement is April 1, 2010 through March 31, 2011.

Financial Analysis:

The City is being asked to fund \$43,983.00, the same amount as last year. The proposed expenditure is included in the current financial plan. The City's portion is based on its population within the urbanized area. This money is being used as a match for funds from the Federal Transit Administration (FTA) Section 5307 funds. The total budget for the fiscal year is \$1,561,265.00 and the portion funded by the FTA is \$1,033,614.00 (66%).

Performance Analysis:

The funding of the requested \$43,983.00 is just 3.0% of the total public transportation budget. This is an exceptional value to the constituents of the City of Coeur d'Alene. The City also provides the service of the Specialized Needs Recreation Van that was acquired with grant funds.

Quality of Life Analysis:

This expenditure will assist with continuing the expanded service in our area. This program continues to expand because of positive partnerships throughout the area. The expanded CityLink service transported over 511,000 riders in 2009, making it the fastest growing transit system in the United States.

Decision Point/Recommendation:

To approve the agreement and funding for the City's portion of the public transportation within the urbanized area of Kootenai County.

LETTER OF AGREEMENT

THIS AGREEMENT is entered into between the county of Kootenai, hereinafter "COUNTY" and the city of Coeur d'Alene, hereinafter "CITY", and shall be effective on the date all parties have affixed their signatures to this Agreement.

WHEREAS, the Urbanized Area of Kootenai County has been designated to include lands within the cities of Coeur d'Alene, Post Falls, Hayden, Dalton Gardens and Huetter; and

WHEREAS, federal funds under a Federal Transit Administration (FTA) Section 5307 grant are available to provide public transportation services, including public transportation administration and planning, within the Urbanized Area; and

WHEREAS, the COUNTY has been designated by the Governor of the state of Idaho as the grantee for Federal Transit Administration (FTA) Section 5307 funds; and

WHEREAS, having access to public transportation is a benefit to the citizens within the Urbanized Area; and

WHEREAS, municipalities are authorized to participate in the funding of public transportation;

NOW THEREFORE, It is agreed as follows:

1. The COUNTY shall be responsible for contracting with a public transportation service provider, providing for transportation planning and administration and for the distribution of the Section 5307 grant monies in order to provide for public transportation within the Urbanized Area of Kootenai County.
2. The CITY agrees to provide funding in the amount of \$43,983 (Forty-three Thousand, Nine Hundred and Eighty-three Dollars) as part of the match that is required for the Section 5307 grant for the grant year beginning on April 1, 2010 and ending on March 31, 2011. The CITY further agrees to provide one-half said funding on or before the 30th day of June, 2010, with the balance due no later than the 31st day of October 2010.
3. The City also agrees to provide the services of their Senior Recreation Van, obtained via their match for FTA 5307 funds, to all residents within the urbanized area of Kootenai County, upon coordination with the other public transit providers of the COUNTY.
4. The proposed FTA budget is attached as Table 1 and is incorporated into this Agreement by this reference.

IN WITNESS WHEREOF, the parties hereto have affixed the signature of their duly authorized official.

Elmer R. "Rick" Currie, Chairman
Kootenai County Commissioners

Date

ATTEST:

Dan English, County Clerk

Sandi Bloem, Mayor
City of Coeur d'Alene, Idaho

Date

ATTEST:

Susan Weathers, City Clerk

TABLE 1

**Kootenai County Public Transportation
FTA 5307 Budget FY 2010-11**

EXPENDITURES:	Service	% FTA	Contract Amount	Total FTA 5307	Local Match
Complimentary Paratransit:					
KATS	Operating	80%	\$ 173,938	\$ 139,150	\$ 34,788
KATS	Capital -Fac.	80%	50,000	40,000	10,000
KATS	Prev. Maint.	80%	24,420	19,536	4,884
TOTAL KATS			\$ 248,358	\$ 198,686	\$ 49,672
KMC	Operating	80%	98,437	78,750	19,687
KMC	Prev. Maint.	80%	12,000	9,600	2,400
TOTAL KMC			\$ 110,437	\$ 88,350	\$ 22,087
TOTAL PARATRANSIT			\$ 358,795	\$ 287,036	\$ 71,759
Fixed Route:					
CDA Tribe	Operating	50%	\$ 692,992	\$ 346,496	\$ 346,496
CDA Tribe	Capital -Fac.	80%	28,447	22,758	5,689
CDA Tribe	Prev. Maint.	80%	101,781	81,424	20,357
TOTAL TRIBE			\$ 823,220	\$ 450,678	\$ 372,542
County	Capital -Bus	80%	294,250	235,400	58,850
TOTAL COUNTY			\$ 294,250	\$ 235,400	\$ 58,850
TOTAL FIXED ROUTE			\$ 1,117,470	\$ 686,078	\$ 431,392
Other:					
PAC	Grant Admin.	50%	\$ 25,000	\$ 12,500	\$ 12,500
PAC	Planning	80%	60,000	48,000	12,000
TOTAL OTHER			\$ 85,000	\$ 60,500	\$ 24,500
TOTAL OPERATIONS			\$ 1,561,265	\$ 1,033,614	\$ 527,651
Plus: 5307 Funds Allocated for Tribe's Rural Routes				\$ 96,699	
REVENUES:					
FTA 5307			\$ 1,033,614	\$ 1,033,614	
Match (In-Kind):					
PAC			\$ 12,000		\$ 12,000
Match (Cash):					
CDA Tribe (1)			\$ 402,750		
KMC			26,037		
KMPO Cities (please see below)			86,864		\$ 515,651
TOTAL			\$ 1,561,265	\$ 1,033,614	\$ 527,651
Cities Share (2):					
City of Coeur d'Alene			\$ 43,983		
City of Post Falls			21,950		
City of Hayden			11,696		
City of Rathdrum			6,166		
City of Dalton Gardens			2,904		
City of Huetter			165		
Total City Funding			\$ 86,864		

(1) Includes Tribe match of \$16,510 for KATS/KMC's complimentary paratransit operation.

(2) Same funding level as the prior year, to fund KATS/KMC complimentary paratransit.

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: March 16, 2010

FROM: Steve Childers, Patrol Captain

SUBJECT: MUTUAL ASSISTANCE COMPACT

Decision Point:

Should the City Council approve the agreement to permit the Coeur d'Alene Police Department participate in a Mutual Assistance Program with the Post Falls Police Department.

History:

The purpose of this Agreement is to permit the parties to cooperate to their mutual advantage providing services and equipment to provide mutual aid assistance to the other parties for law enforcement, protection, and control in the case of an emergency, catastrophe, or when the need may arise. The duty of each party under this Agreement is discretionary, but each party agrees that it will provide as much assistance as it can based on its sole determination of its available resources to provide the requested assistance. All parties agree that it is not the purpose of this Agreement to provide the normal and usual law enforcement, police protection, and police patrol which it performs as a public agency. Each party acknowledges that it has no right to demand of another party that it provide any specific assistance under any circumstances.

Financial Impact:

There shall be no joint financing of activities under this Agreement except by written amendment of this Agreement between the respective parties regarding a specific event or occurrence. No compensation shall be due and owing for services rendered and equipment furnished under this Agreement by a party. Each party agrees to be responsible for the payment of compensation and benefits for its employees who provide mutual aid assistance under this Agreement for another party. Each party shall independently budget for expected expenses under this Agreement.

Decision Point:

Staff recommends the City Council approve the agreement to permit the Coeur d'Alene Police Department participate in a Mutual Assistance Program with the Post Falls Police Department.

MUTUAL ASSISTANCE COMPACT

AGREEMENT entered into between City of Post Falls and the City of Coeur d'Alene, both being political subdivisions of, or within, the state of Idaho, and each of the above entities' law enforcement departments, herein referred to as "party or parties."

WHEREAS, each of the parties hereto have an interest in law enforcement, protection, and control, and

WHEREAS, each of the parties own and maintain equipment and employ personnel who are trained to provide law enforcement, protection, and control, and

WHEREAS, in the event of an emergency, a catastrophe, or based upon the situation or event, one of the parties may need the assistance of another party to provide law enforcement, protection, and control; and

WHEREAS, each of the parties have sufficient equipment and personnel to enable it to provide such assisting services to another party under this Agreement based upon an emergency, catastrophe, situation or event; and

WHEREAS, each of the parties has the jurisdiction to enforcement state laws and city ordinances and codes within their own jurisdiction, unless acting pursuant to a Mutual Assistance Compact pursuant to Idaho Code Section 67-2337(4); and

WHEREAS, the geographical boundaries of each of the parties are located in such a manner as to enable the parties to render mutual assistance to each other.

NOW, THEREFORE, subject to the limitations of this Agreement and in order to provide the above mutual aid assistance between the parties, it is hereby agreed under and pursuant to Idaho Code Section 67-2337(4) as follows:

1. DURATION OF AGREEMENT: This Agreement shall not be effective until it is approved by the city council of each party. It shall continue in full force and effect until any party terminates this Agreement by thirty (30) days written notice to the other party.

2. PURPOSE--MUTUAL AID ASSISTANCE: The purpose of this Agreement is to permit the parties to cooperate to their mutual advantage providing services and equipment to provide mutual aid assistance to the other parties for law enforcement, protection, and control in the case of an emergency, catastrophe, or when the need may arise. The duty of each party under this Agreement is discretionary, but each party agrees that it will provide as much assistance as it can based on its sole determination of its available resources to provide the requested assistance. All parties agree that it is not the purpose of this Agreement to provide the normal and usual law enforcement, police protection, and police patrol which it performs as a public agency. Each party acknowledges that it has no right to demand of another party that it provide any specific assistance under any circumstances.

3. MANNER OF FINANCING AND BUDGET: There shall be no joint financing of activities under this Agreement except by written amendment of this Agreement between the respective parties regarding a specific event or occurrence. No compensation shall be due and owing for services rendered and equipment furnished under this Agreement by a party. Each party agrees to be responsible for the payment of compensation and benefits for its employees who provide mutual aid

assistance under this Agreement for another party. Each party shall independently budget for expected expenses under this Agreement.

4. REQUEST FOR ASSISTANCE: Any request for mutual aid assistance under this Agreement shall be made to the highest ranking official present of the party from whom assistance is requested at the time the assistance is needed. The request may be oral, which shall be confirmed in writing, and shall specify the time and place of the requested assistance, the equipment and personnel requested, and shall state the name of the official who is in charge of the police protection or police control at the place where the assistance is requested.

5. RESPONSE TO REQUEST: The party requested to provide mutual aid assistance shall respond to the request as soon as possible if personnel and equipment are available and the requesting party is notified that assistance can be provided. The response may be orally conveyed to the party requesting the assistance, but it shall be confirmed in writing. If the responding party agrees to provide mutual aid assistance, it shall notify the requesting party as to the equipment and personnel which will be engaged in the assistance as well as the time it will be provided and the name of the person who will be in charge of providing the assistance. If the amount of assistance thereafter varies, the responding party shall amend this notification so that the requesting party will know what assistance was intended.

6. COMMAND OF EQUIPMENT AND PERSONNEL: The requesting party shall have on-site command and direction of the equipment and personnel provided by a responding party. The requesting party shall always keep the responding party advised as to the person who is exercising command and direction. All personnel who participate in mutual aid assistance shall be loaned servants to the party requesting the assistance, except to the extent inconsistent with this Agreement. When the mutual aid assistance is no longer needed, the requesting party shall release its command and direct that all equipment and personnel be returned to the responding party. Personnel who participate in mutual aid assistance shall remain the employee of their employer for all purposes, including, but not limited to, the payment of wages and their entitlement to the benefits of their employment. Further, as provided by Idaho Code Section 67-2338, all of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and other benefits shall apply to responding personnel to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially.

7. STANDARD OF CONDUCT: Each officer providing assistance shall maintain the standards of professional conduct as required by the standards of the requesting entity. It shall be the sole duty, privilege, and responsibility of the entity employing an officer to determine if there has been any breach of professional standards and to carry out discipline, if any. However, the requesting entity may request that a particular officer be removed from any circumstance or the jurisdiction and the responding entity will honor such request as soon as practicable. At all times, the responding officers will be assigned duties customarily and lawfully performed by law enforcement officers of the state of Idaho and there shall be due and usual regard given to the personal safety of the officers and public consistent with the needs or circumstances and the law enforcement problem being addressed.

8. RESPONSIBILITIES OF REQUESTING PARTY: The requesting party will assign personnel to advise responding officers of statutory, administrative, and procedural requirements within the jurisdiction of the occurrence. Officers of the requesting party will be primarily responsible for making and processing arrests and the impounding or safeguarding of lives or property within the territorial boundaries of their jurisdiction. When a responding officer while in the jurisdiction of the requesting party takes a person or property into custody, the officer shall relinquish custody of said person or property at the earliest convenience to an officer of the requesting party for disposition in accordance with the laws of the requesting party.

9. LIABILITY: The original employing party shall have and assume complete liability for all of the acts of its personnel and the operation of its equipment provided under this Agreement.

10. MUTUAL HOLD HARMLESS: Each party to this Agreement agrees to indemnify and hold harmless the other from any and all liability for any injury, damage or claim suffered by any person or property caused by the party or its employee while performing under this Agreement.

11. INSURANCE: Each party to this Agreement agrees to carry and maintain a comprehensive general liability policy or a self insurance fund in the minimum amount of \$500,000.00 to protect the party from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with its acts or performance under this Agreement.

14. RETURN OF EQUIPMENT AND PERSONNEL: When the mutual aid assistance is no longer required, the requesting party shall notify the responding party of the release of its command of all equipment and personnel and such shall be returned to their normal place of operation.

13. PRE-INCIDENT PLANNING: The commanding officers of the parties may from time to time mutually establish pre-incident plans which shall indicate the type and locations of potential problem areas where mutual aid assistance may be needed. This Agreement may be supplemented by schedules and lists of types of equipment and personnel that would be dispatched under various possible circumstances and the number of personnel that would be dispatched under certain circumstances. In addition, the parties may engage in mutual training sessions to ensure the efficient operation of this Agreement. The parties agree to take such steps as are feasible to standardize the equipment and procedures used to provide assistance under this Agreement.

14. PERSONNEL AND EQUIPMENT/TRAINING AND MAINTENANCE: Each party shall be responsible for the training of its own personnel and for the maintenance and repair of any equipment used or damaged in performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their officials to execute this Agreement.

CITY OF POST FALLS

CITY OF COEUR D'ALENE

Clay Larkin, Mayor
Date:_____

Sandy Bloem, Mayor
Date:_____

ATTEST:

ATTEST:

Carol Fairhurst, City Clerk

Susan Weathers, City Clerk

Scot Haug, Post Falls Chief of Police
Date:_____

Wayne Longo, Coeur d'Alene Chief of Police
Date:_____

COUNCIL STAFF REPORT

DATE: April 6, 2010
FROM: Sid Fredrickson, Wastewater Superintendent
SUBJECT: March 16, 2010 Bid Results of Cured In Place Pipe (CIPP) Project.

=====

DECISION POINT:

The Council may wish to accept and award a contract to the low bidder for the 2010 Wastewater CIPP Rehabilitation Project bid March 16, 2010 at 2:00 PM.

HISTORY:

This project was advertised in the Coeur d'Alene Press February 27, 2010 and March 6, 2010 requesting bids for CIPP Sanitary Sewer Rehabilitation, totaling approximately 8,920 lineal feet of 6 inch, 8 inch, 10 inch and 12 inch sanitary sewer pipes.

FINANCIAL ANALYSIS:

The CIPP low bidder is Planned and Engineered Construction (PEC) for a total of \$227,332.00. Consisting of Base Bid for \$188,242.00 and Additive Alternate 1 for \$39,090.00.

JUB estimate of probable cost for the project was \$300,000.00.

PERFORMANCE ANALYSIS:

Wastewater Utility has budgeted for this Sanitary Sewer Rehabilitation Project and has the available funds. Planned and Engineered Construction (PEC) has completed four (4) previous CIPP contracts with the City of Coeur d'Alene to Wastewater's complete satisfaction.

RECOMMENDATION:

Award CIPP Sanitary Sewer Rehabilitation Base Bid and Additive Alternate 1 Contract to Planned and Engineered Construction (PEC), 3400 Centennial Street, Helena, MT 5960 for the total of \$227,332.00.

Contract

THIS CONTRACT, made and entered into this 6th day of April, 2010, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as "CITY", and PLANNED AND ENGINEERED CONSTRUCTION, INC. a corporation duly organized and existing under and by virtue of the laws of the state of Montana, with its principal place of business at 3400 Centennial Drive, Helena, MT 59601, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

THAT, WHEREAS, the CONTRACTOR has been awarded the contract for 2010 Wastewater Projects - CIPP Rehabilitation in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

City of Coeur d'Alene Wastewater Utility - 2010 Wastewater Projects - CIPP Rehabilitation
NOTE: Award is for Base Bid Plus Additive Alternate #1

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

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

The CONTRACTOR agrees to maintain Workman's' Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the CONTRACTOR fail to maintain such insurance during the entire term hereof, the CITY shall indemnify the CONTRACTOR 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 OF COEUR D'ALENE, the CITY, shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, the sum of \$227,332.00 as provided in the Unit Price Schedule. Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the contractor has obtained from the Idaho State Tax Commission and submitted to the City a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Treasurer.

ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
BASE BID:					
2010.4.1.A.1	Mobilization	1	LS	\$3,500.00	\$3,500.00
SP-02100.4.1.A.1	Traffic Control	1	LS	\$1,500.00	\$1,500.00
SP-02541.4.1.A.1	CIPP Rehabilitation – 6" *	295	LF	\$30.00	\$8,850.00
SP-02541.4.1.A.1	CIPP Rehabilitation – 8" *	2,564	LF	\$17.00	\$43,588.00
SP-02541.4.1.A.1	CIPP Rehabilitation – 10" *	1,940	LF	\$22.00	\$42,680.00
SP-02541.4.1.A.1	CIPP Rehabilitation – 12" *	2,571	LF	\$24.00	\$61,704.00
SP-02541.4.1.B.1	Cut Off Protruding Laterals	16	EA	\$100.00	\$1,600.00
SP-02541.4.1.C.1	Lateral Reinstatement	116	EA	\$75.00	\$8,700.00
SP-02543.4.1.A.1	Pre-Construction Cleaning and TV Inspection of Main Sewer Line *	7,310	LF	\$1.00	\$7,310.00
SP-02543.4.1.A.1	Post-Construction Cleaning And TV Inspection of Main Sewer Line *	7,310	LF	\$1.00	\$7,310.00
SP-02547.4.1.A.1	Bypass Sewage Pumping	1	LS	\$1,500.00	\$1,500.00
TOTAL BASE BID:					\$188,242.00
ADDITIVE ALTERNATE 1:					
2010.4.1.A.1	Mobilization	1	LS	\$1,500.00	\$1,500.00
SP-02100.4.1.A.1	Traffic Control	1	LS	\$1,200.00	\$1,200.00
SP-02541.4.1.A.1	CIPP Rehabilitation – 8" *	1,610	LF	\$17.00	\$27,370.00
SP-02541.4.1.B.1	Cut Off Protruding Laterals	9	EA	\$100.00	\$900.00
SP-02541.4.1.C.1	Lateral Reinstatement	52	EA	\$75.00	\$3,900.00
SP-02543.4.1.A.1	Pre-Construction Cleaning and TV Inspection of Main Sewer Line *	1,610	LF	\$1.00	\$1,610.00
SP-02543.4.1.A.1	Post-Construction Cleaning And TV Inspection of Main Sewer Line *	1,610	LF	\$1.00	\$1,610.00
SP-02547.4.1.A.1	Bypass Sewage Pumping	1	LS	\$1,000.00	\$1,000.00
TOTAL ADDITIVE ALTERNATE 1:					\$39,090.00
TOTAL BASE BID PLUS ADDITIVE ALTERNATE 1:					\$227,332.00

The CONTRACTOR shall complete all work and be ready for final acceptance by **September 30, 2010, or within forth-five (45) calendar days** of the commencement date given in the Notice to Proceed issued by the CITY, whichever occurs first.

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

IT IS AGREED that the CONTRACTOR must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the contractor, in which case the CONTRACTOR may employ ten percent (10%) nonresidents; provided, however, in all cases the CONTRACTOR must give preference to the employment of bona fide residents in the performance of said work. (Idaho Code 44 - 1002)

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

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

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

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

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

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

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

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

CITY:

CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

By: _____
Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

CONTRACTOR:

PLANNED & ENGINEERED CONSTRUCTION

By: _____

ATTEST:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 6TH day of April, 2010, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF _____)
) ss.
County of _____)

On this _____ day of April, 2010, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **Planned and Engineered Construction, Inc.**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

COUNCIL STAFF REPORT

DATE: April 6, 2010
FROM: Sid Fredrickson, Wastewater Superintendent
SUBJECT: March 23, 2010 Bid Results for Open Trench Replacement Project.

=====

DECISION POINT:

The Council may wish to accept and award a contract to the low bidder for the 2010 Wastewater Open Trench Replacement of sanitary sewer pipe, bid March 23, 2010 at 2:00 PM.

HISTORY:

The Open Trench Replacement project was advertised in the Coeur d'Alene Press, March 6 and March 13, 2010, requesting bids for approximately 685 lineal feet of 8 inch sanitary sewer pipe replacement in two (2) locations. (Alley between Wallace Ave & Indiana Ave, from 7th St to 8th St and Alley between Front Ave & Mullan Ave, from 12th St to 13th St)

FINANCIAL ANALYSIS:

The 2010 Open Trench Replacement low bidder is Buddy's Backhoe Service, Inc. for a total of \$64,403.00.

Engineer's opinion of probable cost was \$100,000.00.

PERFORMANCE ANALYSIS:

Wastewater has budgeted for this sanitary sewer rehabilitation project and has the funds available.

RECOMMENDATION:

Award the 2010 Wastewater Open Trench Replacement Contract to the low bidder, Buddy's Backhoe Service, Inc, North 21002 Rimrock Road Hayden, ID 83835 for \$64,403.00.

Contract

THIS CONTRACT, made and entered into this 6th day of April, 2010, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as "CITY", and BUDDY'S BACKHOE SERVICE, INC. a corporation duly organized and existing under and by virtue of the laws of the State of Idaho, with its principal place of business at N. 21002 Rimrock Road, Hayden, ID 83835, hereinafter referred to as the CONTRACTOR.

W I T N E S S E T H:

THAT, WHEREAS, the CONTRACTOR has been awarded the contract for 2010 Wastewater Projects - Open Trench Replacement in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

City of Coeur d'Alene - Wastewater Utility - 2010 Wastewater Projects - Open Trench Replacement

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the CITY OF COEUR D'ALENE, as hereinafter set forth, the CONTRACTOR shall make improvements as set forth in the said plans and specifications described above, in said city, furnishing all labor and materials 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, and all labor performed shall be of first-class workmanship.

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

The CONTRACTOR agrees to maintain Workman's' Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the CONTRACTOR fail to maintain such insurance during the entire term hereof, the CITY shall indemnify the CONTRACTOR 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 OF COEUR D'ALENE, the CITY, shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, the sum of \$64,403.00, as provided in the Unit Price Schedule. Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the contractor has obtained from the Idaho State Tax Commission and submitted to the City a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Treasurer.

ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
201.4.1.D.1	Removal of Existing Asphalt	264	SY	\$3.00	\$792.00
307.4.1.E.1	Type "C" Surface Restoration (Gravel Roadway)	967	SY	\$8.00	\$7,736.00
307.4.1.G.1	Type "B" Surface Restoration (Asphalt Roadway)	264	SY	\$25.00	\$6,600.00
501.4.1.B.1	Gravity Sewer - Size 8" - Type PVC ASTM 3034	685	LF	\$45.00	\$30,825.00
502.4.1.A.1	Sanitary Sewer Manhole – 48" Diameter	3	EA	\$2,000.00	\$6,000.00
502.4.1.C.1	Remove & Dispose of/Abandon Existing Sanitary Sewer Manhole	4	EA	\$250.00	\$1,000.00
706.4.1.A.1	Concrete Curb	20	LF	\$25.00	\$500.00
706.4.1.F.1	Concrete Driveway Approach	79	SY	\$50.00	\$3,950.00
2010.4.1.A.1	Mobilization	1	LS	\$6,000.00	\$6,000.00
SP-02100.4.1.A.1	Traffic Control	1	LS	\$1,000.00	\$1,000.00
	TOTAL BID:				\$64,403.00

The CONTRACTOR shall complete all work and be ready for final acceptance by **September 30, 2010, or within sixty (60) calendar days** of the commencement date given in the Notice to Proceed issued by the CITY, whichever occurs first.

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

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

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

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.

3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him thereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said contractor is liable.

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

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

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

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

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

CITY:

CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

By: _____
Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

CONTRACTOR:

BUDDY'S BACKHOE SERVICE, INC.

By: _____

ATTEST:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 6th day of April, 2010, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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


STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of April, 2010, before me, a Notary Public, personally appeared _____, known to me to be the _____, of Buddy's Backhoe Service, Inc. and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

**CITY COUNCIL
STAFF REPORT**

DATE: April 6, 2009
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Honi Addition Subdivision: Acceptance of Improvements,
Maintenance/Warranty Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. City Council acceptance of the installed public improvements for the Honi Addition subdivision.
2. City Council approval of the maintenance/warranty agreement and security.

HISTORY

- a. Applicant: Paul Weil
Hospice of North Idaho
9493 N. Government Way
Hayden, ID 83835
- b. Location: South side of Prairie Avenue, between Atlas & Ramsey Roads.
- c. Previous Action:
 1. Final plat approval of Honi Addition, October 2009.

FINANCIAL ANALYSIS

The developer is providing warranty security amounting to \$16,924.00 to insure the maintenance of the installed public infrastructure improvements during the one (1) year warranty period.

PERFORMANCE ANALYSIS

The developer has installed all of the required public improvements, and the appropriate City departments have approved the installations and have found them ready to accept them for maintenance. Acceptance of the installed improvements will allow issuance of all building permits for the development. The City maintenance will be required to start after the one (1) year warranty period expires on April 6, 2011.

DECISION POINT RECOMMENDATION

1. Accept the installed public improvements.
2. Approve the Maintenance/Warranty agreement and accompanying security.

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this ____ day of April, 2010 between Hospice of North Idaho, with Paul Weil, Executive Director, whose address is 9493 N. Government Way, Hayden, ID 83835, 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 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final residential subdivision plat of Honi Addition, a two (2) lot residential development in Coeur d'Alene, situated in the northeast quarter (NE ¼) of Section 27, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; and

WHEREAS, the Developer completed the installation of certain public improvements in the noted subdivision as required by Title 16 of the Coeur d'Alene Municipal Code and is required to warrant and maintain the improvements for one year; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one (1) year from the approval date of this agreement, the public improvements as shown on the "As-Built Drawings" entitled "Off-Site Sanitary Sewer Extensions - Hospice of North Idaho", signed and stamped by Kevin A. Jump, PE # 12162, of Ascent Engineering, dated February 6, 2010, including but not limited to: sanitary sewer system and appurtenances, asphalt patch, concrete roll curb, and concrete sidewalk as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Sixteen Thousand Nine Hundred Twenty Four and 00/100 Dollars (\$16,924.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 6th day of April, 2011. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Owner. 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 seal the day and year first above written.

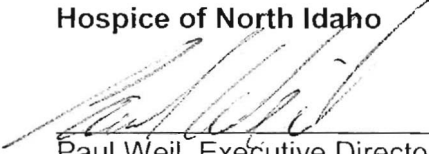
City of Coeur d'Alene

Sandi Bloem, Mayor

ATTEST

Susan Weathers, City Clerk

Hospice of North Idaho

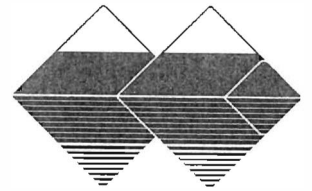


Paul Weil, Executive Director

IRREVOCABLE STANDBY LETTER OF CREDIT

Place and Date of Issue: March 25, 2010
Coeur d'Alene, Idaho

Letter of Credit Number: 232
Expiration Date: April 6, 2011
Automatically Renews: No
Amount: \$16,924.00



**Mountain
West Bank**

101 Ironwood Dr., Ste. 148
Coeur d'Alene, ID 83814

Beneficiary:
City of Coeur d'Alene
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

Applicant:
Hospice of North Idaho, Inc.
Paul Weil, Executive Director
9493 N. Government Way
Hayden, ID 83835

Gentlemen:

We hereby issue in your favor this standby Letter of Credit which authorized you to draw on Mountain West Bank, 125 Ironwood Dr., Coeur d'Alene, Idaho 83814, for the account of Hospice of North Idaho, Inc. and Paul Weil, Executive Director, 9493 N. Government Way, Hayden, ID 83835 in an amount not exceeding, in lawful money of the United States of America, \$16,924 (Sixteen Thousand Nine Hundred Twenty-Four Dollars) available in your draft(s) at sight accompanied by the following documents:

- 1) The Beneficiary's Drawing Certificate in the form attached here as **Exhibit A** and bearing the signatures of the Beneficiary; and,
- 2) _____; and,
- 3) _____; and,
- 4) The original of this Irrevocable Letter of Credit

This letter is governed by the Uniform Customs and Practice for Documentary Credits (1983 Revision), International Chamber of Commerce Publication No. 500, and any subsequent revisions thereof approved by a Congress of the International Chamber of Commerce.

Except as stated herein, this undertaking is not subject to any conditions or qualifications whatsoever. Should you have any occasion to communicate with us regarding this credit, kindly direct your communications to me.

Additional Conditions:

- Partial drawings are permitted. In the event of a partial drawing, the original Letter of Credit must be returned for endorsement of the amount paid.

Very truly yours,

Russ Porter
President/COO
Mountain West Bank

Approved:

EXHIBIT A

Certificate for Drawing on Letter of Credit No. 232

The undersigned, Beneficiary hereby certifies to Issuer Mountain West Bank, with reference to Irrevocable Letter of Credit No. 232, issued by the Bank in favor of the Beneficiary at the request of Hospice of North Idaho, Inc. The Beneficiary is the Beneficiary under the Letter of Credit.

- (1) The customer is in default in its obligation to the Beneficiary for failure to complete public improvements as stated in the Agreement to Perform Subdivision Work dated October 20, 2009.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this Certificate as of the ____th day of _____, 2010.

City of Coeur d'Alene

By: _____
Title:

STAFF REPORT

March 15th, 2010

From: Doug Eastwood, Parks Director

RE: WATER TAXI SERVICE

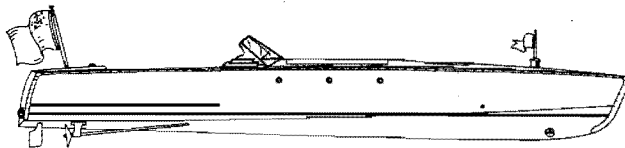
Decision Point: Recommend partial use of the First Street Dock, west side, for a Water Taxi Service that would be available to residents and visitors. (See attached proposal)

History: We have received proposals/requests over the past few years regarding the concept of allowing a water taxi service somewhere within the city's waterfront area. This would be a commercial operation and we prohibit this activity at the Third Street Docks. Our Independence Point Docks are specifically set up for commercial operation and those vendors must make their operation available to all the public. All of the Independence Point Dock spaces are currently leased. The First Street Docks have been used for public boat moorage without charge and we have not allowed commercial activity from that dock.

Financial Analysis: This operation would be on a one year trial basis to determine if there is a need or demand for this type of service. The fee for the Independence Point Docks is \$845.89 per month. We do not lease those bays on a per month basis but on a per season basis ranging from 5 months to 7 months and the fee for the season is payable prior to the beginning of the season. Since the First Street Docks do not have similar accommodations or access as the Independence Point Docks we might consider a bay at First Street to be 50% of the Independence Point Docks, or \$423.00 per month with a 5 month minimum season. This particular operation could be expected to run from April through September, or for a six month season. The six month season if the proposed fee is acceptable would be \$2,538.00. That fee would go to the Parks C.I.F. for waterfront improvements.

Performance Analysis: A water taxi service would provide the opportunity for anyone to contact the taxi service for a boat ride to a specific destination on the lake. The taxi service can provide a ride to as few as one person to upwards of 20 people. The destination would be the choice of the person, or persons, making the reservation. The hours of operation would be from 6:00 a.m. to 8:00 p.m. This would not be all on-site operation; some of the time would be by call-in reservations particularly in the beginning of the season such as April and May. Early and later hours of the day would likely be by pre-arranged reservation. An informational type kiosk sign would be placed somewhere along the seawall or dock area, this would be predetermined by the Parks Department. The First Street Docks would not be recommended as the long term location as those docks are not as accessible as other locations. If this proposal is accepted for a trial basis and the services proves to be useful by the public we would need to explore other possibilities including the re-configuring of the Independence Point Docks.

Decision Point: Recommend entering into an agreement to use the west side or part of the west side of the First Street Dock for a Water Taxi Service for a trial basis during the 2010 season.



StanCraft
Wooden Boats

February 24, 2010

Doug Eastwood
Parks Director
710 E. Mullen Avenue
Coeur d' Alene, ID 83814

Ref: Lake Coeur d' Alene Water Taxi / 1st Avenue Dock Space

Mr. Eastwood,

This letter is to formalize our conversations about our request for commercial use of space on the 1st Avenue dock. Our proposal is to provide a commercial water taxi service for the public. Our goal would be to provide all of the following services for public use as fee based services;

- Scheduled shuttles to and from Arrow Point and other possible locations such as Carlin Bay, Harrison and Rockford Bay
- Boats for hire such as private parties, tours, or just a nice ride in a wooden boat
- Specific call in pickups or drop offs; such as from the dock to Tony's Restaurant and back, from one lake house to another, etc., like a normal auto taxi service would provide

All of our services would be available to anyone as a fee based service just like a taxi or limo service would be on land. We would provide a multitude of boats offering seating from 20 people to as intimate as 6 with a wide variety of StanCrafts in the fleet. All vessels would be US Coast Guard approved and certified with the typical annual checks. We would also employ only US Coast Guard approved and licensed captains.

As a native born resident of Coeur d'Alene, I am always amazed when I meet someone from the area who has not been on or had the opportunity to be on our great lake. My goal is to provide a service that has never been available on our lake so that anyone and everyone can have the chance to enjoy a boat ride and enjoy some of the wonderful bays and businesses that make Coeur d'Alene Lake so special.

Sincerely,

Robb Bloem
StanCraft Boat Company

————— Juliette Corporation —————

Toni Beck

Kidd Island Bay Resident

(208) 661-7431

To: General Services Committee/Coeur d'Alene City Council
CDA Department of Parks and Rec./Mayor Sandi Bloem

Re: 1st Street Dock – Water Taxi Service

This is to protest the action taken by the Coeur d'Alene Parks and Recreation Department in regards to leasing 2 dock spaces on a public dock to a Private Enterprise, a Water Taxi Service.

I didn't see any publicity in advance on this topic for public input. I just happened to tune into the local cable channel that airs the committee meetings.

I live in Kidd Island Bay and I am a frequent user of the 1st street dock. The dock can accommodate 4 boats. I always feel fortunate if there is a space available. Dedicating 2 of those 4 spaces to a private, commercial enterprise is unthinkable.

The committee discussed alternate options for boaters; to utilize either 3rd Street Docks, or the interior of the Boardwalk to tie boats and visit events downtown.

3rd Street Docks are very busy as is. To bump 2 more boats from 1st Street docks adds to an already congested facility.

The interior of the Boardwalk to tie boats is an option that is a little known fact. The Boardwalk is not inviting to boaters. The cleats to tie to are few and far between. There are planters with trees positioned along the inside perimeter that make access to the dock from boats difficult. (You'll notice for the Wooden Boat Show, these obstacles are removed and plenty of cleats to tie to are available.) Perhaps the Water Taxi Service could utilize the Boardwalk space. The access is better considering the condition of the steps to the 1st street dock.

Remember the Public outcry when Gozzer Ranch posted a person at the public docks at 3rd Street, turning the public away so their shuttle boats would be guaranteed a dock space?

More and more the Public is being squeezed from their access to the lake and public facilities. This is a plea to postpone voting for this action before giving the Public a chance to be aware and to speak.

Thank you for your time.

Toni Beck

Kidd Island Bay

beckcontracting@yahoo.com

**Finance Department
Staff Report**

Date: March 22, 2010
From: Troy Tymesen, Finance Director
Subject: Downtown parking study data update

Decision Point:

To approve the expenditure of a maximum of \$1,000.00 to collect the parking volume data for both on street parking, public parking lots, and private lots during Ironman week.

History:

Rich and Associates, Inc. conducted a comprehensive parking plan study three years ago for the City. This study recommends that field data is collected in subsequent years, during the same approximate time, to accurately update the plan. The purpose of this expenditure is to have Diamond Parking collect the current field data. This data will be used to update the parking demand calculations.

Financial Analysis:

It is recommended that the Parking Fund would cover this \$1,000.00 expenditure. The Parking Fund receives no property tax dollars. The 4th Street lot was only plowed once this fiscal year, due to the mild winter, therefore the Parking Fund maintenance budget will be able to cover this expense.

Performance Analysis:

The City's Parking Commission has been in contact with Rich and Associates, Inc to verify the information that will be needed and has received a quote from Diamond Parking to collect the field data. This update is critical to managing the comprehensive plan for the City's parking needs.

Quality of Life Analysis:

The Parking Fund generates revenue based on the fees collected by users for the parking services provided.

Decision Point/Recommendation:

To approve the expenditure of a maximum of \$1,000.00 to collect the parking volume data for both on street parking, public parking lots, and private lots during Ironman week.

PUBLIC WORKS COMMITTEE
STAFF REPORT

DATE: March 22, 2010
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Deeding of City Property for Howard Street Right-of-Way Corridor

DECISION POINT

This is being presented as an information item, no decision is required. This item will be presented at the regularly scheduled City Council meeting on April 6, 2010 for approval and acceptance.

HISTORY

The Neider/Howard project started in 2009 with the construction of the Lynn Peterson house on Neider Avenue, and that construction has grown into the construction of the Neider/Howard/Marie roadway corridor which will form connecting links between US Hwy. 95, Kathleen Avenue, W. Appleway and Ramsey Road.

FINANCIAL ANALYSIS

There is no financial cost to the City.

PERFORMANCE ANALYSIS

The City Council must approve the deeding of City property (Lot 3, Block 1, Tertiary Addition) for any purpose, and this present one is the deeding of 4,851 square feet from the WWTP Compost Facility site for inclusion in the Howard Street right-of-way corridor. The Wastewater Department is aware of the dedication and has give it their approval. The reason for the dedication, is that if the City property were ever sold, the right-of-way would remain forever dedicated to the public for roadway purposes.

SUMMARY

The granting of City property for inclusion in the right-of-way necessary for the construction of the Howard Street road corridor, is being presented to the Public Works Committee as an information item, prior to being requested for approval and acceptance at the next regularly scheduled City Council meeting on April 6. Construction is planned to begin by June, and be completed by September 2010.

MEADOW RANCH
TRACT D

KNOLL LANE

S88°39'49"E
30.24'

TRACT E

65.53'

60.91'

S0°31'59"W

FRUITLAND ADDITION

N0°32'32"E 780.26'

S0°10'45"E 810.06'

HOWARD STREET

S0°31'59"W

60.99'

PROPOSED NEIDER AVENUE

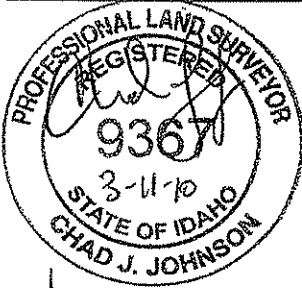
CENTER 1/4

N88°37'02"W
10.86'

COR. SEC. 2
FOUND 2-1/2"
ALUMINUM CAP PER
CP&F 2243405000

NEIDER AVENUE

Curve Table					
Curve #	Length	Radius	Delta	Chord	Direction
C1	46.70	30.00	89°11'38"	42.13	N44°03'17"W



TERTIARY ADDITION
LOT 3, BLOCK 1

LEGEND

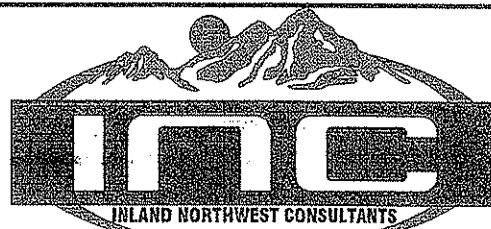
- SET 5/8" X 30" REBAR
W/YPC MARKED PLS 9367
- CALCULATED POINT,
NOTHING FOUND OR SET

Z:\2010\10019\DWG\SURVEY\EXHIBIT\10-019-ROW-EXHIBIT.DWG

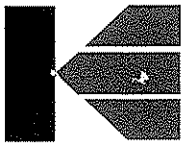
ISSUE DATE: 3/8/10 DRAWN BY: SMA
 PROJ. # 10-019 SCALE: N.T.S.
 DWG FILE: 10-019-ROW-EXHIBIT PLT DATE: 3/11/10

SHEET TITLE:

**PRTN OF LOT 3, TERTIARY ADD.,
 SEC 2, T50N, R4W, B.M., CITY OF
 CDA, KOOTENAI COUNTY, IDAHO**




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



Kootenai Electric

C O O P E R A T I V E

A Touchstone Energy® Cooperative 

ELECTRIC LINE RIGHT OF WAY EASEMENT

SR#: _____
Taken by: JASON S.
Date: _____

KNOWN ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more) _____ (unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Kootenai Electric Cooperative, Inc. a cooperative corporation (hereinafter called the "Cooperative") whose post office address is PO Box 278 Hayden Lake, Idaho, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Kootenai, State of Idaho, Township 50N, Range 04W, Section 02, and more particularly described as follows:

Tertiary Add, Lt 3 02 50n 04w – The intent of this easement is to install guys and anchors for the widening of Howard St.

and to construct, operate and maintain an electric transmission and/or distribution line or system on or under the above-described lands and/or in, upon or under all streets, roads or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by machinery or otherwise of trees and shrubbery located within 15 feet of the center of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth or other vegetation in the right of way which may incidentally and necessarily result from the means of control employed); to keep the easement clear of all buildings, structures, or other obstructions; and to license, permit or otherwise agree to the joint use or occupancy of the lines, systems or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation.

The undersigned agree that all poles, wires, and other facilities including any main service entrance equipment, installed in, upon or under the above described land at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this _____ day of _____, 200 ____.

X _____
X _____

CORPORATE VERIFICATION

State of _____)

S.S.

County of _____)

I, _____ a notary public, do hereby certify that on this _____ day of _____, 200 ____,

personally appeared before me _____ who, being by me first duly sworn, declared that he/she is the

_____ of _____, that he/she signed the foregoing document

as _____, of the corporation, and that the statements therein contained are true.

Notary Public for the State of _____
Residing at: _____
My Commission Expires: _____

Notary Seal here

Site Provided by...
governmentmax.com T1.13

Parcel



Parcel Number
1 of 1

Property Info

Parcel

Print View

Parcel Map →

Searches

Address

Parcel Number

Owner

AIN

Functions

Home

Department Index

Assessor Home

Treasurer Home

Welcome Page

Login / Logout

Billing FAQ`s

Property Search

Printing Parcel Maps

Help

Contact Us

Subscriptions

Treasurer Search

Parcel Number C89750000030 **AIN** 167284 **Situs Address** 3500 N JULIA ST, COEUR D ALENE

Owner Information
Owner Name COEUR D ALENE CITY OF
Owner Address 710 E MULLAN AVE
COEUR D ALENE ID 83814

Transfer Date

Location / Description
Tax Authority Group 001001 **Legal Desc.** TERTIARY ADD, LT 3 02 50N 04W
Situs Address 3500 N JULIA ST, COEUR D ALENE
Acreage 18.2330

Parcel Type
Property Class Code 442- Com Imp lot/tract in city
Neighborhood Code 4 CDA-WEST APPLEWAY/RAMSEY RD

Assessment Information				
Appraisal Date	01-01-2009	Current Year - 2009	Prior Year - 2008	0
Market Value Land	\$1,667,901	Homeowners Eligible Amt Land	\$0	Homeowners Eligible Amt Land \$0
Market Value Improvement	\$67,600	Homeowners Eligible Amt Imp	\$0	Homeowners Eligible Amt Imp \$0
Total Market Value	\$1,735,501	Sum Homeowners Eligible Amt	\$0	Sum Homeowners Eligible Amt \$0
		Homeowners Exemption Allowed	\$0	Homeowners Exemption Allowed \$0
Acreage	18.2330	Market Value Less Exempt	\$0	Market Value Less Exempt \$0
		Homeowners Exemption Allowed	\$0	Homeowners Exemption \$0

SECRETATION REVISIONS

The revision dates below represent the file save dates for the drawings. The revision dates for these revisions are plotted within the ARCHIVE REVISIONS box in the drawing title block.

- 10/02/97 - JCL
- Pin of C-1984-002-001-0 and 002-0 out to Howard St R/W
- Pin of C-1984-002-001-0 (both row -A) (98)
- 08/20/98 - JCL
- C-803-00-003-4 combined w/ 004-4 (99)
- 04/27/00 - WAC
- Pin of C-1986-000-002-0 combined w/ 001-0 (both row -A) (01)
- 01/29/03 - SLW
- Pin of C-1986-000-002-0 combined w/ 002-0 (row -A) and 003-0 (row -B) combined w/ 004-0 (row -A) (03)
- 06/23/03 - SLW
- C-1994-001-004-4 and 004-8 plotted into Commerce Park of Coeur - SUB OF LT 4 BLK 1 (04)
- 07/15/03 - WAC
- C-0000-002-3901 combined w/ 3900 (04)
- 07/13/04 - SLW
- C-1996-007-003-8 and 001-0, 003-0 and 004-0 (col row -A) (05)
- 04/07/05 - bc
- C-1994-002-002-2 plotted into HARBER ADD TO COMMERCE PARK OF COEUR DISTRICT (05)
- 08/10/06 - ET
- C-1996-007-004-8 out of 004-4 on Fox #21111 (07)
- 01/22/07 - ET
- C-1996-007-003-8 combined w/ C-1995-005-001-0 (row -A) and all rechecked on Fox #21382 (07)
- 01/14/08 - bc
- C-1996-007-004-8 plotted into PEREIRA SUB (08)
- 05/28/08 - JCL
- C-8039-00-004-4 plotted into HARBOR RANCH (08)
- 01/07/10 - JCL
- C-1999-007-003-4 & 004-4 plotted into PEREIRA 2ND ADD (10)

FILENAME: SWANDRIN.dwg (revision)

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	10/02/97	JCL	Initial Plot
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4	01/29/03	SLW	Pin of C-1986-000-002-0 combined w/ 002-0 (row -A) and 003-0 (row -B) combined w/ 004-0 (row -A) (03)
5	06/23/03	SLW	C-1994-001-004-4 and 004-8 plotted into Commerce Park of Coeur - SUB OF LT 4 BLK 1 (04)
6	07/15/03	WAC	C-0000-002-3901 combined w/ 3900 (04)
7	07/13/04	SLW	C-1996-007-003-8 and 001-0, 003-0 and 004-0 (col row -A) (05)
8	04/07/05	bc	C-1994-002-002-2 plotted into HARBER ADD TO COMMERCE PARK OF COEUR DISTRICT (05)
9	08/10/06	ET	C-1996-007-004-8 out of 004-4 on Fox #21111 (07)
10	01/22/07	ET	C-1996-007-003-8 combined w/ C-1995-005-001-0 (row -A) and all rechecked on Fox #21382 (07)
11	01/14/08	bc	C-1996-007-004-8 plotted into PEREIRA SUB (08)
12	05/28/08	JCL	C-8039-00-004-4 plotted into HARBOR RANCH (08)
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13	01/07/10	JCL	C-1999-007-003-4 & 004-4 plotted into PEREIRA 2ND ADD (10)

NOTES:

1. All lots of parcels with same zoning and adjacent to each other shall be considered as one lot for the purpose of this plan. The owner of such lots shall be deemed to own the entire lot for the purpose of this plan. The owner of such lots shall be deemed to own the entire lot for the purpose of this plan.

2. The owner of such lots shall be deemed to own the entire lot for the purpose of this plan.

3. The owner of such lots shall be deemed to own the entire lot for the purpose of this plan.

4. The owner of such lots shall be deemed to own the entire lot for the purpose of this plan.

5. The owner of such lots shall be deemed to own the entire lot for the purpose of this plan.

6. The owner of such lots shall be deemed to own the entire lot for the purpose of this plan.

7. The owner of such lots shall be deemed to own the entire lot for the purpose of this plan.

8. The owner of such lots shall be deemed to own the entire lot for the purpose of this plan.

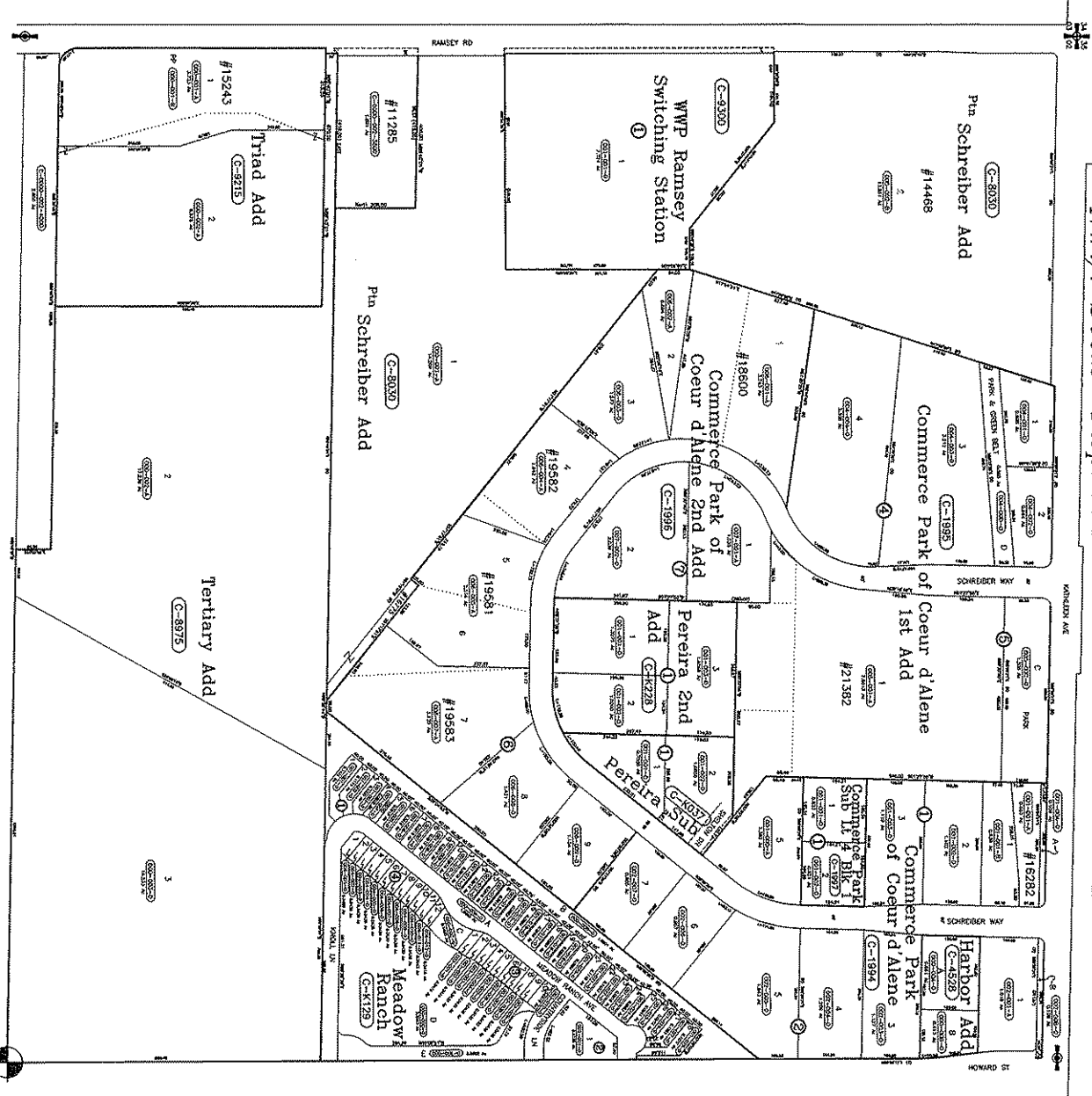
9. The owner of such lots shall be deemed to own the entire lot for the purpose of this plan.

10. The owner of such lots shall be deemed to own the entire lot for the purpose of this plan.

11. The owner of such lots shall be deemed to own the entire lot for the purpose of this plan.

12. The owner of such lots shall be deemed to own the entire lot for the purpose of this plan.

13. The owner of such lots shall be deemed to own the entire lot for the purpose of this plan.



NW 1/4 Sec. 2 Twp. 50 N. R. 4 W.B.M.

C-0000-002

SCALE: 1 INCH = 200 FEET

NW 1/4 Sec. 2 Twp. 50 N. R. 4 W.B.M.

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: March 22, 2010
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: Approval for sole source expenditure of traffic signal equipment at Kathleen & Howard intersection.

DECISION POINT

Staff is requesting Council approval of sole source expenditure for traffic signal equipment for the signal at Kathleen Ave and Howard St. from Northwest Signal Supply.

HISTORY

Idaho code requires purchases for personal property in excess of \$50,000 to publicly bid. However, an exception can be made for sole source expenditures when there is only one source reasonably available and "Where the compatibility of equipment, components, accessories, computer software, replacement parts or service is the paramount consideration" (67-2808).

All of the underground facilities were installed in 1997 by Fred Meyer when the store was built. Therefore the only remaining portion to be installed is the above ground equipment. Because the vast majority of this equipment requires specific manufacturers it would be more efficient for the City to purchase it.

FINANCIAL ANALYSIS

Funds for the traffic signal equipment are part of the Governors Discretionary grant received last year for this project. The cost for all the equipment is around \$150,000. A list of the specific equipment to be purchased is shown on the approved traffic signal plans.

PERFORMANCE ANALYSIS

All of our traffic signal equipment (poles, mast arms, lights, cabinet, controllers, detection, conflict monitors, etc.) is provided by the same manufacturers in order to maintain compatibility between the component parts, availability of service, and to reduce the expense necessary to stock replacement parts. Many of the component parts are configured to operate with other specific component parts of the signal, making it infeasible to accept substitutes that would inevitably occur through the bidding process. In addition, service for the controllers, detection, and related signal logic equipment is provided by the supplier. So, it is critical that the supplier be located close to Coeur d'Alene in order to provide timely response to equipment failures. Northwest Signal Supply is the closest and they are located

in Portland, in addition, all of the existing signal equipment is serviced by them. Finally, it is infeasible to stock replacement parts for multiple manufacturers of a single piece of equipment. When equipment fails it must be replaced immediately or the signals will not operate, so we must have these parts on hand. Having one manufacturer means we only need one or two controllers, conflict monitors, load switches, etc. instead of several of each. The cost of keeping an inventory like that would be substantial.

RECOMMENDATION

Staff recommends that Council adopt a resolution approving the sole source expenditure for traffic signal equipment for the Kathleen Ave / Howard Street intersection.



CITY OF COEUR D'ALENE

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

Application for MOBILE FOOD CONCESSION

Date rec. 3/16/2010 Amt Pd _____ to Council Rec. No. _____ 4/6/2010 Permit No. _____ Date issued _____

Applicant Name Michael Neff Date of Application 03.03.10

Applicant Physical Address 68 Itehan bulch

Mailing Address 68 Itehan bulch

City, State, Zip Kellogg ID 83837

Telephone _____ Cell 603.315.4765 E-Mail _____ Fax _____

Name of Business Gozzo Ice Cream

Health Permit No. _____ (Number must be permanently affixed to cart)

Specific description of cart/unit (include all dimensions)

Ice cream tricycle External box dimensions: 2'7" x 1'7" x 1'8"

Internal box dimensions: usable space 1'7" x 1'6" x 1'2" Mobile Food Concessions

Please describe the type of item(s) sold

Individually packaged ice cream

Location where unit will be operating: Note-Units are NOT allowed in City Park, Veteran's Park, or Memorial Field

Independence Point during the effective dates of bid contracts-these areas are reserved for bid applicants only. Neighbhoods on random days. My primary

routes will be in Silver Valley focused around Kellogg

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

Signature of Applicant Michael Neff

Sworn to me this 16th day of March, 20 10

City Clerk My Sheres, Deputy

ANNOUNCEMENTS

OTHER COMMITTEE MINUTES
(Requiring Council Action)

March 22, 2010
**GENERAL SERVICES COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Mike Kennedy, Chairperson
Ron Edinger
John Bruning

CITIZENS PRESENT

Peter Luttrupp, Tubbs Hill Foundation
Mark Weadick
Anneke Connaway
Eric Mesher, Fallen Heroes Ride
Rob Bloom, Stan Craft Wooden Boats
Roger Saterfiel, KC Solid Waste Director
Phil Damiano, Coeur d' Alene Garbage Service
Ken Gimple, Waste Management

STAFF PRESENT

Karen Haskew, Urban Forester
Jon Ingalls, Deputy City Administrator
Wendy Gabriel, City Administrator
Bill Greenwood, Parks Superintendent
Troy Tymesen, Finance Director
Mike Gridley, City Attorney
Captain Steve Childers, Police Department
Juanita Knight, Senior Legal Assistant

Item 1. Non-Native Trees / Tubbs Hill Tree Removal Plan (Native Habitat Restoration).
(Agenda)

Karen Haskew, Urban Forester, gave a PowerPoint Presentation describing the Tubbs Hill Tree Removal Plan. Ms. Haskew stated that the health of native vegetation on Tubbs Hill plays an important role in maintaining the values the hill offers to so many people. Yet in certain areas non-native species are slowly taking over indigenous plants. In order to stop this change of habitat, action must be taken. Norway maple and exotic cherries are the most common non-native trees on Tubbs Hill. The overall goal is to preserve healthy native areas by cutting down the non-native trees that measure 6" and smaller, then treating the stumps with a herbicide. Those trees that are 6" and bigger, the plan is to cut slits and spray to get into the cambium layer then into the roots. New trees will be planted and diligent annual inspections will need to be carried out. Ms. Haskew stated that the Tubbs Hill Foundation has committed to covering 20% of the cost. Ms. Haskew stated that an estimate of control will be a minimum of \$5,000 with a maximum of \$12,511. She believes the cost will be somewhere in between, with staff and volunteers doing as much of the work as possible.

Councilman Edinger asked if both the Parks and Recreation Commission and Tubbs Hill Foundation approve the plan as presented. Ms. Haskew responded yes. The Natural Open Space Committee also supports the plan.

Councilman Bruning stated that for the Parks and Recreation Commission, cost was mostly their concern. He added that the fuel reduction grant won't cover any of the chemical treatments.

Bill Greenwood, Parks Supervisor, stated that he doesn't believe the project will go over \$12,000. He stated that this will be an ongoing maintenance project that will need future funding. He expressed concern that the Tubbs Hill Foundation has committed to only 20% of the funding.

Peter Luttrupp, President of the Tubbs Hill Foundation, read the Tubbs Hill Foundation's mission statement. Mr. Luttrupp emphasized that the Tubbs Hill Foundation is to assist with funding.

Councilman Edinger believes the Tubbs Hill Foundation will fulfill their financial obligation once they know exactly what it will be.

Mr. Greenwood stated that he is not disputing the Tubbs Hill Foundation's commitment to the project, he'd simply like a larger dollar amount committed. The City has committed \$10,000. Twenty percent of the project is only \$2,000.

Councilman Kennedy asked if this project is time sensitive. Ms. Haskew stated that the north side fuel reduction grant must be used by mid August. They would like to have the bid packet out by May.

Mark Weadick, Urban Forestry Committee, explained that the Tubbs Hill Foundation has funds from the lease of the 11th Street docks which is \$15,000 and that is available for this project. Mr. Greenwood stated that the Tubbs Hill Foundation also has a fund with \$29,000 which \$22,000 of that is available for projects like this. Mr. Weadick stated that the Foundation would need to have another meeting and vote on increasing their commitment. Mr. Weadick doesn't believe funding will be an issue for this project therefore he believes the committee should move forward with this plan.

Councilman Bruning stated that this comes down to who is going to pay for what. Twenty percent is a little light for what's going to be needed for the long run. He would also like to see more funding committed. Councilman Bruning suggested that the Tubbs Hill Foundation could discuss this at their meeting on April 8th, and return to the General Services Committee meeting on April 12th.

Councilman Edinger believes the Tubbs Hill Foundation will give what they need to and this should move forward to the City Council.

Mr. Luttrupp asked what dollar amount the General Services Committee would like to have from the Tubbs Hill Foundation. Councilman Bruning stated that he believes the City would like to see an equal match.

Anneke Connaway, Chair of Urban Forestry Committee, stated that Tubbs Hill is a City park, which the City is responsible for. The Tubbs Hill Foundation funding is just gravy. She believes the Committee should move forward on this plan.

Mr. Weadick asked if the City's \$10,000 would be spent before the Tubbs Hill Foundation funding. Mr. Greenwood responded yes.

Mr. Luttrupp invited staff and citizens to the next Tubbs Hill Foundation meeting on April 8th at 7:30 a.m. at the Ironhorse. This funding will be the first item on the agenda.

MOTION: by Councilman Bruning to continue this item until April 12th to allow the Tubbs Hill Foundation time to meet and discuss additional funding commitments, with Councilman's Edinger and Kennedy voting no. MOTION FAILED

MOTION: by Councilman Edinger, seconded by Councilman Kennedy, with Councilman Bruning voting no, that Council approve the request as presented. MOTION CARRIED

**Item 2. 21-Gun Salute at Fallen Heroes Plaza.
(Council Bill No. 10-1003)**

Mr. Greenwood stated that a 21 gun salute has been requested at this site in conjunction with the Fallen Heroes Annual Ride. The request was denied this past year because it did not conform to the current ordinance. Requests will likely not be frequent, as they are not frequent in the cemetery where it is permitted, and the 21 gun salute is an honorable and historic practice. The amendment would be as follows:

9.52.020: DISCHARGE PROHIBITED

It is unlawful for any person to discharge, within the limits of the city, any “firearms”, as defined in section 9.25.010 of this chapter, slingshots, zip guns, or bows and arrows, except that military honor guards when performing at recognized cemeteries may discharge blanks with permission of the parks and cemetery director or his/her designee. Furthermore, military honor guards performing at Veteran’s Park on Memorial Day or Veterans Day may discharge blanks. Furthermore, City of Coeur d’Alene Fire or Police Honor Guards or military honor guards may discharge blanks at the Cherry Hill Fallen Heroes Plaza to honor a fallen Firefighter or Police Officer. Any discharge of firearms at Cherry Hill Fallen Heroes Plaza would require a permit from the Parks Director or his/her designee.

Eric Mesher, Coordinator of the Fallen Heroes Motorcycle Ride, this is the 2nd annual ride that will take place in August. They ride to honor the Northern Idaho fallen heroes of law enforcement from Police, Firefighters and the military. The ride ends with a ceremony at the Fallen Heroes Plaza on Cherry Hill. Mr. Mesher explained that a 21 gun salute is short in duration, usually 7 rifles are shot 3 time simultaneously (with blanks).

MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council adopt Council Bill No. 10-1003 amending the Municipal Code, as presented, to allow for a 21 gun salute at the Fallen Heroes Plaza during the ceremony of the annual Fallen Heroes Motorcycle Ride.

Item 3. Use of First Street Dock –Water Taxi Service. **(Consent Calendar)**

Mr. Greenwood reported that the City has received proposals / requests over the past few years regarding the concept of allowing a water taxi service somewhere within the City’s waterfront area. This would be a commercial operation which is a prohibited activity at the Third Street Docks. The Independence Point Docks are specifically set up for commercial operation and those vendors must make their operation available to all the public. However, all of the Independence Point Dock spaces are currently leased. Historically, the First Street Docks have been used for public boat moorage without charge and we have not allowed commercial activity from that dock. This operation would be on a one year trial basis to determine if there is a need or demand for this type of service.

Councilman Edinger stated that he is against this. He has fought for many years to keep this dock public. The project is a good projects its just the wrong location.

Councilman Bruning stated that he was on a committee that has looked at this for two years. He stated that 3rd Street won’t work because its commercial operation. Independents Point dock is full. The request is for use of only ½ of the First Street dock and the service is available to the public. Councilman Bruning believes there is a great demand for this kind of service and would like to City try it out. He stated that the Parks and Recreation Commission is supporting the one season trial period. If the venture is a success, then the City could look at a different location.

Rob Bloom, owner of Stan Craft Wooden Boats, stated that they are trying to bring as much public use of the lake as possible. He agrees that Independent Point would be better location. This is just a trial to see if the use will be viable. Three services would be available; joy ride for tourists; scheduled shuttle service (to arrow point, Riverstone, etc); and any person wanting point to point service (like a taxi).

MOTION: by Councilman Bruning, that Council enter into an agreement to use the west side or part of the west side of the First Street Dock for a Water Taxi service for a trial basis during the 2010 season, with Councilmen Edinger and Kennedy voting no. MOTION FAILED

MOTION: by Councilman Edinger, seconded by Councilman Kennedy, with Councilman Bruning voting no, that Council deny the request to use First Street Dock for a Water Taxi Service.

**Item 4. Letter of Agreement / Renewal of CityLink Public Transportation.
(Resolution No. 10-010)**

Troy Tymesen, Finance Director, is requesting approval of the agreement and funding for the City's portion of the public transportation within the urbanized area of Kootenai County. The City is being asked to fund \$43,983.00, the same amount as last year. The proposed expenditure is included in the current financial plan. The City's portion is based on its population within the urbanized area. This money is being used as a match for funds from the Federal Transit Administration (FTA) Section 5307 funds. The total budget for the fiscal year is \$1,561,265.00 and the portion funded by the FTA is \$1,033,614.00 (66%). These cities have partnered over the past four years with Kootenai County, the Coeur d'Alene Tribe, Kootenai Metropolitan Planning Organization (KMPO) and Panhandle Area Council (PAC) to provide public transportation, administration and planning. This program continues to expand because of positive partnerships throughout the area. The expanded CityLink service transported over 511,000 riders in 2009, making it the fastest growing transit system in the United States

MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council adopt Resolution No. 10-010 approving the agreement and funding for the City's portion of the public transportation within the urbanized area of Kootenai County.

**Item 5. Study Data Update / Downtown Parking.
(Consent Calendar)**

Troy Tymesen, Finance Director, this is an unanticipated expenditure of \$1,000 to update the parking volume data for the on-street parking and the public / private parking lots during Ironman week. Rich and Associates, Inc. conducted a comprehensive parking plan study three years ago for the City. This study recommends that field data is collected in subsequent years, during the same approximate time, to accurately update the plan. The purpose of this expenditure is to have Diamond Parking collect the current field data. This data will be used to update the parking demand calculations. It is recommended that the Parking Fund would cover this \$1,000.00 expenditure. The Parking Fund receives no property tax dollars. The 4th Street lot was only plowed once this fiscal year, due to the mild winter, therefore the Parking Fund maintenance budget will be able to cover this expense. The City's Parking Commission has been in contact with Rich and Associates, Inc to verify the information that will be needed and has received a quote from Diamond Parking to collect the field data. This update is critical to managing the comprehensive plan for the City's parking needs.

MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council approve the expenditure of a maximum of \$1,000.00 to collect the parking volume data for both on street parking, public parking lots, and private lots during Ironman week.

Item 6. Garbage Collection and Recycling / Contract Extension & Update on Single Stream Recycling.

(Agenda)

Troy Tymesen, Finance Director, is recommending, in collaboration with Kootenai County, to exercise the first of two three-year options in the Coeur d' Alene collection and Recycling contract. The contract is between

Kootenai County and Waste Management. The contract modification proposal is to change curbside recycling to single stream recycling and extend the existing Joint Powers Agreement with Kootenai County for three years to match the term of the collection and recycling contract. Mr. Tymesen went on to describe, in detail, the timeline leading up to these agreements. Mr. Tymesen explained that the change to single stream recycling, the first in the County, means that more recyclable material would be accepted by the hauler and that 64 gallon recycling carts would be furnished. The hauler is proposing no increase for this service, however recycling pick up would be every other week and garbage pick up would remain the same, weekly. The contract with Waste Management includes annual increases on the first of July. The increase will not exceed 2.75% annually with a minimum of 1.5%. This formula is based on the Fuel Cost Index and the Employment Cost Index.

Councilman Edinger asked Mr. Tymesen why he believes that going out for bids would not be lucrative at this point. Mr. Tymesen stated that the City currently has a very competitive contract. The regulator is 1.5 to 2.75%. It's with a company that has proven themselves and he's happy with the service they have been providing. Bidding is an option, but he is recommending continuing with what the City has.

Councilman Edinger asked City Attorney Mike Gridley if it is legal not to put this out for bids. Mr. Gridley responded yes. The current contract has the two extension options and that is what is being exercised.

Roger Saterfiel, Solid Waste Director, stated that the County Commissioners and their Legal Department both support the contract extensions. He was in Boise last week where he learned that they have a 95% citizen participation rate for the single stream recycling. Kootenai County has only a 30% participation rate on the current recycling program. There are currently about 7 items that can be recycled. Single stream recycling will add up to 8 more items that can be recycled. It is convenient because the citizens won't have to separate the items. They go into one single 64 gallon cart.

Phil Damiano, Coeur d' Alene Garbage Service, asked "could he give a better price through the competitive bid process, than what is currently being charged"? His response was, not without knowing how many drop boxes, residential households, and commercial customers there are and how many carts would need to be purchased. Thus, he would be unable to say that he could come up with a lower price than what is being charged. His bid did come in lowest with the County in 2002 for the rural sites. This contract is for over 2 million dollars a year, times 6 years, is 18 million dollars that the City will spend without a competitive bid for over 28 years. He urged the City not to extend the contractual two three-year terms.

Mr. Tymesen commented that he is comfortable with the recommendation that he has brought before the committee today. They've gone through all the details and made a recommendation that is totally driven by the capital costs for the 64 gallon carts to increase recycling and be able to partner with Kootenai County and extend the Joint Powers Agreement which is a huge value to the city.

Councilman Kennedy asked "at the end of 6 years, will the contract be rebid, regardless?" Mr. Tymesen responded yes.

Ken Gimpel, Municipal Relations Manger for Eastern Washington and Idaho stated that the company he represents has rolled out single stream recycling to over a million households across the nation. The Volumes of material will increase at a minimum of 40%. With disposal calculations, most of what currently is going in the garbage will go into the recycle stream. Examples are 1 thru 7 plastic containers, mixed waste papers, milk carton, and all fiber. Waste Management is desiring to create a high class facility to do the sorting locally, either in Northern Idaho or Spokane.

MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council approve the recommendation from Kootenai County to exercise both of two three-year options in the CDA Collection and Recycling contract. This contract is between Kootenai County and Waste

Management. To include in the contract a condition for single stream recycling. To extend the existing Joint Powers Agreement with Kootenai County for three years to match the term of the collection and recycling contract.

**Item 7. Mutual Aid Assistance Compact / Post Falls Police Department.
(Consent Resolution No. 10-010)**

Captain Steve Childers, Police Department is requesting approval of an agreement to permit the Coeur d'Alene Police Department to participate in a Mutual Assistance Program with the Post Falls Police Department. The purpose of the Agreement is to permit the parties to cooperate to their mutual advantage providing services and equipment to provide mutual aid assistance to the other parties for law enforcement, protection, and control in the case of an emergency, catastrophe, or when the need may arise. The duty of each party under the Agreement is discretionary, but each party agrees that it will provide as much assistance as it can based on its sole determination of its available resources to provide the requested assistance. There shall be no joint financing of activities under this Agreement except by written amendment of this Agreement between the respective parties regarding a specific event or occurrence. No compensation shall be due and owing for services rendered and equipment furnished under this Agreement by a party.

MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council adopt Resolution No. 10-010 approving a Mutual Assistance Compact agreement between the Coeur d'Alene Police Department and the Post Falls Police Department.

The meeting adjourned at 2:05 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

STAFF REPORT

March 15, 2010

From: Urban Forestry Committee

**SUBJECT: Restoring Native Habitats on Tubbs Hill
A Non-native Tree Removal Plan**

The health of native vegetation on Tubbs Hill plays an important role in maintaining the values the Hill offers to so many people. Yet in certain areas non-native species are slowly taking over indigenous plants. In order to stop this change of habitat, action must be taken.

BACKGROUND:

One of the many consequences of protecting Tubbs Hill from fire and other forms of disturbance is that Douglas-fir has become much more prevalent than would have occurred naturally. Douglas-fir is very susceptible to root disease and the unnaturally large number of Douglas-fir trees has allowed the disease to spread readily. As a result, portions of the Tubbs Hill Douglas-fir forests are in serious decline.

Into this environment, birds, wind and people have helped establish healthy populations of non-native trees - without disturbance, these populations have flourished. The attached photo of the swinging bridge area illustrates this dramatic change.

Non-native trees are now scattered throughout approximately 30 acres of Tubbs Hill, primarily on the north and east facing slopes near the 11th Street entrance. Within this area, heavy concentrations of non-native trees occupy an even smaller part. (Refer to the non-native species map attached to this report.) Although these areas seem small in relation to Tubbs Hill's 120-acre natural area, the invasive species are taking over the few sites capable of supporting native trees that require more moist habitats, such as western larch and western white pine.

Norway maple and exotic cherries are the most common non-native trees on Tubbs Hill. Of these, Norway maple covers the most area. The dense shade Norway maple produces suppresses the growth of understory plants. Furthermore, Norway maple's wind borne seeds can germinate and grow in deep shade. Without intervention, eventually these characteristics will lead to pure stands of Norway maple.

To further complicate matters, most non-native species sprout vigorously when cut, which makes control efforts difficult.

According to the current Tubbs Hill Management Plan¹, the goal for the hill is: “Tubbs Hill, a city park, shall be managed to provide for people’s use and enjoyment while maintaining the natural setting that provides this outdoor experience.” The desired future vegetative goals call for a healthy forest that reflects “the biological distribution of trees and plants that would have been found on Tubbs Hill at the time that Euro-Americans arrived in the Coeur d’Alene area”. Simply put, to preserve healthy native populations non-native species must be controlled.

There are two anticipated fuels reduction efforts planned for the hill this summer that will affect areas containing non-native trees. This presents a tremendous opportunity to help address the issue. By coordinating non-native species control with brush cutting in fuels reduction areas, resources available to address the problem can be leveraged.

The time to act is now!

RECOMMENDATIONS:

To help restore native vegetation on Tubbs Hill, the Urban Forestry Committee recommends a proactive approach to controlling non-native trees. Initial efforts must focus on removing carefully targeted species. Next, it will be necessary to plant native vegetation in the treated areas. Finally, a maintenance commitment is essential for continued success. Throughout this process, a system must be in place to keep people educated and informed.

Non-Native Tree Removal. Norway maple is the most prolific non-native tree; however, several other species, including non-native cherries and blackberry, need to be targeted.

Two separate treatment projects are recommended.

The first project would be to coordinate treatment of non-native trees with hazardous fuel reduction activities. During the process of removing small trees and brush for fuel reduction, some non-native trees will be cut. At this time, the freshly cut stumps of carefully targeted non-natives can be sprayed with an herbicide to prevent them from re-sprouting.

¹ More information on forest vegetation and the affects of insects, disease and fire suppression is contained in the current Tubbs Hill management plan.

The recommended herbicide is Garlon 4² mixed with crop oil and a dye to help identify sprayed areas. An experienced manager must plan the herbicide treatment and oversee the application. Additionally, a trained, professional applicator will have to work closely behind the sawyer to assure the chemical is applied to the target within fifteen minutes of cutting. The sawyer could also serve as the applicator in areas where target trees are more scattered. Not only must the cambium (1" around bark edge and wood) on cut stumps be treated with the Garlon 4 mix, but also the bark down to ground level and any exposed roots. This will help prevent further sprouting.

The second task would be to treat non-native trees outside of the hazardous fuel reduction areas, along with stems that were too large to treat as hazardous fuels. (Fuels reduction efforts generally focus on removing stems five inches and less in diameter as measured 4.5 feet from the ground.)

In this case, the recommended herbicide treatment involves a combination of cambium treatment and basal spray methods.

Basal spray is more effective on stems less than six inches in diameter, as measured at ground level. The Garlon 4, crop oil and dye mixture works very well for this treatment. Again, the mix must cover the bark down to ground level and any exposed roots.

On larger stems, applying a chemical directly to the cambium (the living tissue just under the bark) is the better choice. With this method cuts are made through the bark into the cambium layer at specified intervals around the stem. A mixture of Accord, Arsenal and water is then carefully sprayed into the cuts. This method is commonly referred to as 'hack and squirt'.

Late summer or early fall is the best time for basal spray and cambium treatments. This will allow the trees' decline to correspond with natural fall color changes, thus lessening the visual impacts of treatment. It is also a most effective time for trees to draw the herbicide down into the roots. In most areas, the stems would be left standing. In areas where the dead trees pose a safety hazard or fire risk they would be cut and the resulting debris lopped and scattered, chipped or piled and burned.

Not only will it be important to properly identify non-native targets throughout the treatment area, but also to protect desirable plants. Because control measures apply the chemical directly to the targeted trees, risk to non-target species is low. In situations where non-target trees are very close to trees needing treatment, a protective shield can be used to safeguard desirable species.

² Garlon 4 is a very safe and affective herbicide commonly used to control brush along roadways and powerlines as well as forest vegetation management. Garlon 4 is a selective, systemic herbicide, meaning that it is absorbed through the roots, leaves and stems of many types of woody and broadleaf plants. Once inside, it moves throughout the plant and upsets normal hormonal balances. It does not move readily through the soil and degrades quickly. More information on Garlon 4 can be found by viewing its Specimen Label available at www.cdms.net.

The Urban Forestry Committee does not take the recommendation to use chemicals lightly. The prescribed herbicides are labeled for use in forestry and have a proven track record of being environmentally sound. By following herbicide application guidelines and using an experienced, closely supervised crew this process will be safe and effective.

Follow-up Planting. Reestablishing native plants in treated areas is another essential step in the restoration process. Recommended trees include ponderosa pine, western larch, western white pine and aspen. Recommended shrubs include, syringa (Idaho's state flower), rocky mountain maple, redstem ceanothus, serviceberry, native cherries and willow. The exact species mixture, number of plantings and specific location can best be determined by examining the site after treatment of the non-natives. Planting should be carried out in the spring following treatment.

Plant protectors, such as well-anchored mesh tubing, will be necessary to protect each shrub from browsing animals.

Maintenance. Following initial treatment it will be necessary to regularly inspect the treated areas. At a minimum, an annual inspection is recommended. (The plant protectors would require several inspections per year.) The inspection must include survival surveys of planted trees and shrubs, assessment of threats to the new plantings and prescriptions for corrective measures, as needed. The effectiveness of non-native treatments must also be evaluated. Initial control efforts would most likely not be 100% effective and follow-up measures, including pulling small seedlings, cutting back sprouts and spot herbicide applications, would be necessary. Follow-up maintenance must be continued until the planted native trees reach a height of 15 to 20 feet. Once a healthy native canopy begins to close, there will be less need to control non-natives.

Public information. A successful project will depend on public understanding and support; therefore, public information efforts should be implemented and maintained throughout the process. These efforts could include activities such as a scheduled tour of the project area, placement of interpretative signs, periodic press releases, CdA TV announcements and presentations to interested organizations.

FINANCIAL PLAN:

Spraying non-native stumps in conjunction with brush cutting for fuels reduction could add \$150 to \$350 per acre to the cost of the fuels treatment, depending on how concentrated the exotics are in the treatment areas. The size and location of treatment areas will not be known until the fuel reduction areas are determined. Possible resources are fuel reduction grant funds, dedicated Tubbs Hill management funds or city personnel. In addition, the Tubbs Hill Foundation has indicated a willingness to contribute funds to assist with this effort.

In talking with a representative of one grant agency, this expense may be covered by the fuels reduction grant for the north and northeast side of the Hill (30 acres). We have not yet received the grant for the east/west fuel reduction area and are not sure if sprout

control would be covered by this grant. If not entirely covered by the grants, stump treatment costs would have to be paid with dedicated Tubbs Hill funds and/or with the assistance of the Tubbs Hill Foundation.

Cambium treatment and basal spray activities would be outside of fuel reduction grant activities. This step could be accomplished by using qualified city labor, volunteers and/or contractors. Any cost would have to be paid by the Tubbs Hill dedicated fund or the Tubbs Hill Foundation.

Planting of native tree seedlings and shrubs would have a minimal cost for seedling stock and can be planted by volunteers.

Maintenance could be a combination of city labor and volunteers, with some cash expenditure needed for herbicide or other materials. Because timeliness and consistency are needed, it may be useful to identify funds to contract some follow-up maintenance.

Representatives from the Tubbs Hill Foundation, the Urban Forestry Committee, and other informed parties could help coordinate and support public information efforts.

RECOMMENDED ACTION PLAN

1. Initiate a public information process and maintain it throughout the project.
Target date: On going
2. Target non-native trees species cut during fuel reduction activities with an herbicide.
Target date: Spring/summer 2010
3. Treat remaining non-native trees with a basal spray or cambium treatments.
Target date: Late summer/early fall 2010
4. Plant treated areas with a mixture of native trees and shrubs.
Target date: Spring following treatment
5. Inspect treatment areas and initiate corrective measures as needed.
Target date: Annually (at a minimum)

CONCLUSION:

Working to control vegetation on Tubbs Hill is not a decision to be taken lightly, but we have a responsibility to prevent damage to one of the most cherished attributes of our beloved Hill - its native vegetation. The non-native species addressed in this plan significantly reduce the number and diversity of native plants on the hill. By following the recommendations provided, we have a chance to remedy this problem.



Tubbs Hill Non-native Trees



1 in = 500 ft

Legend

- Scattered Non-Native Trees
- Norway Maple Concentration

Map Prepared in February, 2010



Row of maple sprouts at base of hill - East Tubbs Hill Park



Example of Douglas-fir death due to root rot, and invading maple trees

MEMO

TO: City Council
FROM: Karen Haskew, Urban Forester
DATE: March 31, 2010
SUBJECT: Cost Estimates for Restoring Native Habitats on Tubbs Hill

Below are cost estimates for restoring native habitats on Tubbs Hill – i.e. the control of non-natives and the planting of native trees and shrubs. It is difficult to give an exact cost because we have not inventoried numbers/sizes of non-native trees and there is not uniformity over the area - some acres having only scattered trees, and some wetter areas fairly dense. However, the below numbers are based on information from people experienced in the chemicals and labor aspects, and applied to ‘best case’ and ‘worst case’ scenarios. We expect that the actual costs will fall somewhere in the middle of these minimums and maximums. Note that we will have the option of saving on some of the labor costs by utilizing Parks Department employees for some of these tasks.

Initial Treatments	Minimum	Maximum
Chemical Costs		
Treatment of stumps of small trees		
Garlon 4 Ultra	\$1,776.00	\$4,409.00
includes oil & dye costs		
Treatment of larger trees		
Accord & Arsenal	\$346.00	\$562.00
includes dye costs		
TOTAL for Chemicals	\$2,122.00	\$4,971.00
Labor Costs (Contractors)		
Chemical Application, small trees - 25 acres	\$950.00	\$1,900.00
Complete treatment - 5 acres *	\$1,500.00	\$5,000.00
Chemical Application, large trees *	\$400.00	\$640.00
TOTAL for Labor (if all work is contracted)	\$2,850.00	\$7,540.00
TOTAL COSTS - Initial Treatment	\$4,972.00	\$12,511.00
Follow-up Costs		
Yearly review and follow-up treatments will be needed for a 8 to 10 year period		
Chemical Costs		
Treatment of small trees (Garlon 4)	\$360.00	\$570.00
Treatment of larger trees (Accord & Arsenal)	\$100.00	\$150.00
Labor Costs (Contractors) *	\$320.00	\$960.00
TOTAL COSTS – Follow-up	\$780.00	\$1,680.00
Seedling Planting Costs		
Seedlings - trees & shrubs	\$200.00	\$1,200.00
anticipate being able to get most donated		
Labor Costs - anticipated to be volunteers	\$0.00	\$0.00

* These tasks could be performed by Parks Department crews.

STAFF REPORT

February 22, 2010

From: Doug Eastwood, Parks Director

Subject: Amendment to Discharge of Firearms Ordinance

Decision Point: Recommend to the General Services Committee to amend ordinance 9.52.020 to allow for 21 gun salute at Fallen Heroes Plaza as identified below.

9.52.020: DISCHARGE PROHIBITED

It is unlawful for any person to discharge, within the limits of the city, any “firearms”, as defined in section 9.25.010 of this chapter, slingshots, zip guns, or bows and arrows, except that military honor guards when performing at recognized cemeteries may discharge blanks with permission of the parks and cemetery director or his/her designee. Furthermore, military honor guards performing at Veteran’s Park on Memorial Day or Veterans Day may discharge blanks.

Furthermore, City of Coeur d’Alene Fire or Police Honor Guards or military honor guards may discharge blanks at the Cherry Hill Fallen Heroes Plaza to honor a fallen Firefighter or Police Officer. Any discharge of firearms at Cherry Hill Fallen Heroes Plaza would require a permit from the Parks Director or his/her designee.

History: A 21 gun salute has been requested at this site in conjunction with the Fallen Heroes Annual Ride. The request was denied this past year because it did not conform to the current ordinance. Requests will likely not be frequent, as they are not frequent in the cemetery where it is permitted, and the 21 gun salute is an honorable and historic practice.

Financial Analysis: There will be no costs to the City and no cost to the honor guard.

Performance Analysis: This practice is most often done by the military retired veterans and members of the American Legion or VFW. We have not had any complaints of this practice when done in the cemetery. A 21 gun salute is short in duration; usually 7 rifles are shot 3 times simultaneously.

Decision Point: Recommend to the General Service an amendment to the ordinance above.

COUNCIL BILL NO. 10-1003
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING 9.52.020 TO ALLOW HONOR GUARDS TO DISCHARGE BLANKS AT THE FALLEN HEROES PLAZA IN CERTAIN CIRCUMSTANCES; 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 recommendation by the General Services committee, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; NOW, THEREFORE,

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

SECTION 1. *That Coeur d'Alene Municipal Code Section 9.52.020, is hereby amended to read as follows:*

9.52.020: DISCHARGE PROHIBITED:

It is unlawful for any person to discharge, within the limits of the city, any "firearms", as defined in section 9.52.010 of this chapter, slingshots, zip guns, or bows and arrows, except that military honor guards when performing at recognized cemeteries may discharge blanks with permission of the parks and cemetery director or his/her designee. Furthermore, military honor guards performing at Veterans' park on Memorial Day or Veterans Day may discharge blanks. Furthermore, City of Coeur d' Alene Fire or Police Honor Guards or military honor guards may discharge blanks at the Cherry Hill Fallen Heroes Plaza to honor a fallen Firefighter or Police Officer. Any discharge of firearms at Cherry Hill Fallen Heroes Plaza would require a permit from the Parks Director.

SECTION 2. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 4. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED, ADOPTED and SIGNED this 6th day of April, 2010.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending M.C. Section 9.52.020: DISCHARGE PROHIBITED

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING 9.52.020 TO ALLOW HONOR GUARDS TO DISCHARGE BLANKS AT THE FALLEN HEROES PLAZA IN CERTAIN CIRCUMSTANCES; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending M.C. Section 9.52.020: DISCHARGE PROHIBITED, 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 6th day of April, 2010.

Warren J. Wilson, Chief Deputy City Attorney

Coeur d'Alene City Council Staff Report

Date: March 22, 2010

From: Troy Tymesen, Finance Director

Subject: Contract Extension and Update on Single Stream Recycling

Decision Point: To approve the recommendation from Kootenai County to exercise the first of two three year options in the CDA Collection and Recycling contract. This contract is between Kootenai County and Waste Management. To include in the contract a condition for single stream recycling. To extend the existing Joint Powers Agreement with Kootenai County for three years to match the term of the collection and recycling contract.

History: The City entered into a 12-year Solid Waste System Participation Agreement with Kootenai County on July 1, 2000. This agreement was designed to assist the City in managing the solid waste collection and curbside recycling programs and to allow the County to manage the landfill. The County then entered into the Coeur d'Alene Solid Waste Services Contract with Waste Management of Idaho. This contract is for 10 years with two options to renew for three years each.

Financial Analysis: The change to single stream recycling, the first in the County, means that more recyclable material would be accepted by the hauler and that 64 gallon recycling carts would be furnished. The hauler is proposing no increase for this service, however recycling pick up would be every other week and garbage pick up would remain the same, weekly. The contract with Waste Management includes annual increases on the first of July. The increase will not exceed 2.75% annually with a minimum of 1.5%. This formula is based on the Fuel Cost Index and the Employment Cost Index.

Performance Analysis: The City has been pleased with the service provided by the hauler. The hauler successfully implemented a new cart program in 2003. It is proposed that the single stream recycling program be operational in October.

Quality of Life Analysis: The change to single stream recycling would increase the amount of recyclables and reduce the quantity of garbage going to the landfill, thus increasing its useful life. This change to single stream recycling would allow for recycling to take place at multifamily properties and commercial businesses.

Decision Point: To approve the recommendation from Kootenai County to exercise the first of two three year options in the CDA Collection and Recycling contract. This contract is between Kootenai County and Waste Management. To include in the contract a condition for single stream recycling. To extend the existing Joint Powers Agreement with Kootenai County for three years to match the term of the collection and recycling contract.

PUBLIC HEARINGS

Date: April 6, 2010
To: Mayor and City Council
From: Planning Commission
Subject: **C-17 and C-17L Design Guidelines**

Decision Point

Should design guidelines be adopted for the C-17 and C-17L zoning districts.

Background

Requirements for landscaping of commercial businesses and their related parking lots were adopted in 1986. In recent years there has been a significant effort made to update or establish design related regulations that apply the downtown and surrounding "Infill Districts." Design regulations were also a part of the Planning Commission's East Sherman Gateway recommendation. There has also been a desire to adopt tools to implement the comprehensive plan.

As part of a joint Planning Commission and Council workshop in 2008, the Council voted to have the Commission address commercial zoning design standards citywide.

The commission spent numerous meetings with urban design consultant Mark Hinshaw, staff and members to the public to develop the attached proposal.

These are the significant points of the Planning Commission's recommendation:

1. **Design Guidelines recommended.** These guidelines are in many cases the same as what have been adopted or recommended for other areas of the city. In the case of Site Design guidelines, all areas except for the Lighting and Grand Scale Trees are updates of existing commercial landscaping or parking regulations. The Lighting and Grand Scale Tree guidelines have previously been adopted in the Infill Districts. The Building Design guidelines are new to the C-17 and C-17L districts but exist to one degree or another in the infill and downtown districts.
2. **Flexibility available.** As a "guideline", a project is expected to meet the guideline unless the applicant can meet the criteria for a "departure". The ability to have some flexibility in meeting design guidelines was previously endorsed and adopted for the Downtown and Infill districts. The staff or the Design Review Commission, depending on the number or departures requested, would determine if the departure criteria are met. Deviations from the Approach, Street Tree and Grand Scale Tree guidelines are not considered items that would trigger Design Review Commission review.

Performance Analysis

Comprehensive Plan reference pages including, 1.06, 1.07, 1.08, 1.11, 1.12, 1.18 & 3.05

Quality of Life Analysis

One of the primary objectives of the recommendation is to encourage development that adds positively to the character and quality of the community.

Decision Point Recommendation

The Planning Commission recommended approval of this package on February 9, 2010

From: [Mark Latham AIA](#)
To: [YADON, DAVE](#)
Subject: C-17 Design Standards
Date: Monday, February 01, 2010 6:51:38 PM
Attachments: [Monday, February 01, 2010.pdf](#)

Dave,
this looks nice!

I have one concern, and that is trying to fit these guidelines into a small site context that is not “downtown” or “midtown”. The problem with the C-17 and C-17L is that it covers such a diverse group of uses – everything from a Lowe’s to a small storefront down the street on Sherman.

Take a small parcel (which is what we tend to work on) and try to put the grass buffer, sidewalk, and then parking, and there is no room left for a building!
I’ve attached a sketch – am I understanding this correctly?

The guidelines work perfectly for big box retail /large office complex and they work perfectly for an urban downtown context, but the inbetween guys might get squeezed out. We have to make every site work and pencil out in this economy, yet still look good.

I’m on P&Z in Post Falls, and the shade tree ordinance fell into the same problem. The answer was to put language in multiple places stating that small parcels or tight spaces may be exempt from some or all requirements at the discretion of the applicable review agency.

Just my thoughts , but thanks for sending along...

Mark Latham AIA
ML Architect & Assoc.
444 Bay St. Post Falls, ID 83854
(208) 773-9864

From: [Stan Huffaker AIA](#)
To: [YADON, DAVE](#)
Subject: Commercial guidelines
Date: Monday, February 01, 2010 8:45:46 PM

Dave:

I did not see much conversation on the C-17L residential/Office use. We have a lot of that along the west side of 3rd and 4th. Most of the front yard have been turned into concrete parking lots which defeats the idea that you are trying to achieve. Some guidelines need to be specifically noted for those uses. I see some rather nice old buildings in those areas that are certainly not being used or presented in a manner that would improve the streetscape.

I have spoken to a couple of planning commissioners about 3rd St. suggesting that the City and LCDC get together and buy up some of the old dilapidated structures and install City owned parking lots on the 3rd St. east side. Then when development starts to occur on 4th St. sell some of the spaces to the developers to reduce their parking requirements and make the commercial development easier to relate to the street. The cost of the spaces if purchased now would certainly make money in the long run for LCDC and give the city an opportunity to get some better looking and functioning buildings along 4th. Take a look at what they have been able to do in Solvang, Calif. using that concept. They have commercial low rise buildings with small courtyards and garden spaces along the sidewalks and parking on the next street over. It is a very pleasant walking environment. This will take some long range planning commitments in a world that most of the time is looking at today not tomorrow.

I have been somewhat disappointed with the final development of the 4th St. improvements. The street looks nice but many of the existing buildings are paved right up to the sidewalk. The result is the same old ugly parking lots against an improved street without any attempt to finish the job. The fire station is a prime example, the City is not following through with their own properties. The existing parking lot had a strip of land between the new sidewalk that could have been planted with a hedge material, as required by the Commercial standards you are proposing, instead they paved it over. The old lot had trees planted in boxes, now all we have is two street trees in the sidewalk, and lots of asphalt. OOPS! This is just one example of the almost good job.

Some of the thoughts by a local Architect and Planner.

Stan Huffaker AIA

Applicant: City of Coeur d'Alene
Request: Commercial Design Guidelines
Legislative, (O-1-10)

Planning Director Yadon presented a brief history on the above ordinance and answered questions from the Commission.

Commissioner Soumas inquired if these guidelines cover signs that are placed next to, or on a building.

Planner Yadon commented that these guidelines do not cover placement of signs on a building and explained that the city has a separate sign code that addresses various sign issues such as placement and size.

Commissioner Soumas feels signs placed on a building could have an impact and would like to have future discussions on a way to incorporate sign placement with these Design Guidelines.

Commissioner Luttrupp commented that he is aware that staff previously held workshops that included input from area architects and others. He commented that he is glad this issue is being televised, as it is important to inform the public what staff has done to bring these guidelines forward for approval.

Chairman Jordan inquired if roof top screening was addressed and commented that the mechanical equipment on top of the theaters at Riverstone, and seen from Northwest Boulevard, has been a concern for several years.

Planning Director Yadon read the intent for roof top equipment as stated in the Design Guidelines requiring screening of mechanical equipment seen from ground level of nearby streets and residential areas, and these provisions should help eliminate the problem.

Public testimony open:

Rita Simms-Snyder, representative for the East Mullan Historic District Neighborhood Association, read a letter written from Joe Morris, President of the association supporting these proposed guidelines. In the letter he stated that these guidelines will encourage appropriate commercial development by enhancing the visual appeal of buildings.

Lynn Schwindel commented that he found a lot of good ideas for lighting after reviewing these guidelines and would like to see objectives provided for senior pedestrian movement, such as designated walkways. He commented that the new trees planted on 4th street are being vandalized and would like to see the Design Review Commission be responsible for the type of lighting placed downtown.

Boyd Bumpus commented that he has worked at a lighting business in Spokane for many years and understands the effects lighting can have on businesses and homes. He passed out a copy of a photometric lighting chart showing the lighting pattern using a "cobra" light as an example. He commented that the Design Guidelines state that all lighting fixtures shall be equipped with a "cut off" and feels that should say "full cut off".

Commissioner Luttrupp inquired if 30 feet was the "magic" number used for light manufacturers when placing lights, and if not, should this number be changed.

Mr. Bumpus explained that the number is based on the amount of distribution of light directed to the road and is more for preference.

Public testimony closed:

Motion by Luttropp, seconded by Rasor, to approve Item 0-1-10. Motion approved.

DISCUSSION:

The Commission discussed the proposed Design Guidelines and would like staff to make the following changes:

1. The word "full" will be added to the section of the guidelines and state all lighting fixtures shall be equipped with a "full" cut-off and poles used for lighting should remain 30 feet.
2. Commissioner Soumas commented that he would like to see a tracking system set up by staff to track future departures made by either the Planning Commission or Design Review. He explained this will be a great tool to look back in 6 months to see what has worked and what needs to be worked on.

COUNCIL BILL NO. 10-1004
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 12.28.210 AND 12.28.230 TO CLARIFY SIDEWALK WIDTH REQUIREMENTS, AMENDING SECTION 17.01.020 TO CLARIFY THE APPLICABILITY OF THE ZONING ORDINANCE TO PUBLIC RIGHTS OF WAY, ADOPTING NEW SECTIONS 17.05.565 AND 17.05.645 TO AUTHORIZE THE CITY COUNCIL TO ADOPT DESIGN GUIDELINES FOR THE C-17 AND C-17L ZONING DISTRICTS BY RESOLUTION AND ALLOWING FOR DESIGN DEPARTURES; AMENDING SECTION 17.05.705 FOR CONSISTENCY WITH THE NEW DESIGN DEVIATIONS; AMENDING SECTION 17.09.315 TO ESTABLISH DESIGN COMMISSION AND PLANNING DIRECTOR REVIEW OF PROJECTS IN THE C-17 AND C-17L ZONING DISTRICTS; AMENDING SECTIONS 17.06.820, 17.44.330 AND 17.44.450 TO EXEMPT THE DC, C-17 AND C-17L ZONING DISTRICTS FROM THE GENERAL LANDSCAPING REGULATIONS; 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 and Zoning Commission*, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; NOW, THEREFORE,

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

SECTION 1. *That Coeur d'Alene Municipal Code Section 12.28.210 is hereby amended to read as follows:*

12.28.210: SIDEWALKS; REQUIREMENTS FOR NEW CONSTRUCTION AND IMPROVEMENT:

A. Sidewalk Construction Required: Hereafter when building structures are constructed on or moved to or alterations are made to existing structures on lots within the city where there are no sidewalks, the persons constructing, or causing such construction, or moving, or causing to be moved such structures, or altering or causing to be altered such existing structures on the lots, shall, during the construction, moving or alteration of structures, construct sidewalks and curb ramps as described in sections [12.28.220](#) and [12.28.230](#) of this chapter.

B. Subdivision Improvements: Hereinafter, but subject to the provisions of subsection C5 of this section regarding hillside subdivisions, sidewalks and curb ramps will be required to be constructed as subdivision improvements.

C. Exceptions: No sidewalk is required when:

1. The building permit is for an amount less than thirty thousand dollars (\$30,000.00), or the value of a structure moved onto the lot together with the amount for which the building permit is issued is less than thirty thousand dollars (\$30,000.00); however, if a footing and foundation only building permit is issued, and a subsequent building permit is issued for the structure that is to be placed on top of that same foundation, and the combined valuation of both permits exceeds thirty thousand dollars (\$30,000.00), then for the purposes of this section both permits shall be considered as one permit and sidewalks shall be required subject to any exceptions further defined herein.

2. There is a natural change of elevation in the ten foot (10') strip adjoining the curb of greater than four feet (4') and a safe alternative pedestrian pathway is available.

3. In a previously developed residential neighborhood:

a. All of the lots on one side of the street have been previously built upon in accordance with city codes without sidewalks; and

b. Said lot frontages without sidewalks extend a maximum of four hundred fifty (450) front feet in either direction or to the nearest intersection, whichever is less; and

c. A neighborhood for purposes of all parts of this section shall be defined within the limits delineated in subsections C3a and C3b of this section;

d. In the event a local improvement district is created in the neighborhood, this section shall no longer apply.

4. The building permit is for a portable classroom which meets the parking requirements of subsections [17.44.050D4](#) and [D5](#) of this code and other requirements of section [17.44.050](#) of this code.

5. There is a hillside subdivision. A "hillside subdivision" is defined as a subdivision where the highest and lowest points are at least one thousand feet (1,000') distant horizontally and the difference in elevation is at least thirty percent (30%) of the horizontal separation.

6. Sidewalks may not be required for immediate installation if the requirements of subsection [12.28.180C](#), [D](#), or [F](#) of this chapter are met. However, such sidewalks will be installed at such time that curbs would be pursuant to subsections [12.28.180C](#), [D](#), and [F](#) of this chapter.

D. Sidewalk Length:

1. The length of the sidewalk required on large lots shall be limited to one hundred feet (100') or ten percent (10%) of the building permit valuation, whichever is greater. For the purposes of this calculation, the price of the sidewalk shall be determined by the most recent sidewalk bid available to the city. Remainders of twenty percent (20%) or less shall be included in the required sidewalk.

2. However, if the length of required sidewalk would exceed five hundred feet (500') and the building permit is for an alteration or modification of an existing structure, the city may enter into an agreement with the property owner to construct the length of sidewalk exceeding five hundred feet (500') within a period of time not to exceed five (5) years.

E. Sidewalk Width: Sidewalk width shall be as set forth below:

~~1. In the DC zoning district, subject to subsection E4 of this section, the required sidewalk width excluding curbs shall be a minimum of eight feet (8').~~

~~2. In all other commercial zoning districts, sidewalk width shall be a minimum of five feet (5') with an additional three foot (3') setback between the curb and sidewalk or, if no setback, a minimum of eight feet (8').~~

~~a. Whenever a bridge is constructed over an interstate highway the standard for sidewalk width shall be a minimum of four feet (4'), with no setback from curb requirements.~~

~~3. In all other zoning districts, sidewalk width shall be a minimum of five feet (5') subject to subsection E4 of this section.~~

~~4. When the public right of way behind the curb is four and one half feet (4¹/₂') and a five foot (5') sidewalk is required, or seven and one half feet (7¹/₂') and an eight foot (8') sidewalk is required, the six inch (6") curb width may be included to achieve the required width.~~

~~F. Sidewalk Location: Sidewalk location shall allow for a five foot (5') separation between the curb and the sidewalk in residential areas. Sidewalk location shall be adjacent to the curb in commercial areas, except as otherwise allowed by this chapter or title 17 of the Municipal Code special permit of the city council when the council finds that such exception would further the general welfare and interests of the community.~~

~~FG. Exceptions:~~

~~1. In the event of less than adequate right of way, reduction of the parking strip or placement of the sidewalk against the curb shall be allowed, dependent upon the width of the right of way.~~

2. The occurrence of the following natural and manmade features shall allow alternate placement:

- a. Trees and shrubs larger than six inches (6") at the base;
- b. A grade change between two feet (2') and four feet (4') in the ten foot (10') strip adjoining the curb;
- c. The presence of permanent structures.

3. When sidewalks are being installed in a local improvement district construction project, the sidewalk may be located next to the curb at the request of a majority of the property owners within such district witnessed by a written petition filed with the city prior to the awarding of the contract for the construction of the sidewalk.

SECTION 2. *That Coeur d'Alene Municipal Code Section 12.28.230 is hereby amended to read as follows:*

12.28.230: SIDEWALKS; WIDTH; INSPECTION:

A. Sidewalks in the following zoning districts or areas must have the following minimum widths, excluding curbs, unless a wider sidewalk is required by Municipal Code Title 17:

- 1. Residential Zones: Five feet (5').
- 2. Manufacturing Zones: Five feet (5').
- 3. DC Zone: As required in the design guidelines adopted pursuant to M.C. 17.05.705.
- 4. C-17 Zone: As required in the design guidelines adopted pursuant to M.C. 17.05.565.
- 5. C-17L Zone: As required in the design guidelines adopted pursuant to M.C. 17.
- 6. Other Commercial Zones: Ten feet (10') or Five feet (5') with a five foot (5') landscaping area adjacent to the curb, as determined by the City Engineer.
- 7. Bridges over Interstate Highways: Four feet (4').

B. The required widths must be provided even if all or part of the required sidewalk is on private property.

C. All driveway approaches must be constructed with the expansion joint along the property line.

D. All sidewalks and driveway approaches must be inspected and approved by the City Engineer.

E. Exceptions:

1. The width of the curb adjacent to the sidewalk can be included in meeting the minimum required width if the public right of way is not wide enough to accommodate the required sidewalk width.

~~Sidewalks in residential areas shall have a minimum width of five feet (5'). Sidewalks in commercial areas other than the DC zoning district, as defined in [chapter 17.05](#), article XI of this code, shall have a minimum width of eight feet (8'). Sidewalks in the DC zoning district shall have a minimum width of eight feet (8') except when designed otherwise as part of a local improvement district in which case sidewalks in the DC zoning district may not be less than six feet (6') in width. No part of the width of the adjoining curb may be considered as part of the sidewalk in determining the width thereof except where the width of the right of way between the curb and the property line is less than the width of the required sidewalk. These minimums shall be met even though part or all of the sidewalk is on private property. All driveway approaches shall be constructed with the expansion joint along the property line. All sidewalk or driveway approaches shall be inspected and shall meet with the approval of the city engineer, or his duly authorized agent.~~

SECTION 3. *That Coeur d'Alene Municipal Code Section 17.01.020 is hereby amended to read as follows:*

17.01.020: APPLICABILITY OF ZONING ORDINANCE:

A. Property To Which Applicable: The zoning ordinance shall apply, to the extent permissible under other laws, to all property within the city of Coeur d'Alene.

B. Private Agreements: The zoning ordinance is not intended to abrogate, annul or impair any easement, covenant, or other agreement between parties, except that where the zoning ordinance imposes a greater restriction or higher standard than that required by such agreement, the zoning ordinance shall control.

C. Conflicting Provisions: Wherever the requirements of this section are in conflict with the requirements of this or any other lawfully adopted ordinances, rules, or regulations, the most restrictive or that imposing the higher standards shall govern with the one exception that this provision shall not be construed as to prohibit the use of planned unit developments.

D. Unless the context indicates otherwise, the provisions of this title do not apply to the use of, or improvements or projects occurring solely within, public rights of way.

SECTION 4. *That a new Section 17.05.565 entitled “Basic Development Standards; Design Guidelines and Departures,” is hereby added to the Coeur d’Alene Municipal Code as follows:*

17.05.565: BASIC DEVELOPMENT STANDARDS; DESIGN GUIDELINES AND DEPARTURES:

A. Establishment of Design Guidelines: The city council shall adopt by resolution a list of design guidelines that are applicable to all developments within the C-17 district. Each design guideline must be met by the proposed development. However, the design guidelines are intended to provide some flexibility in application provided that the basic intent of the guidelines is met. Compliance with these design guidelines will be determined by the planning director or the design review commission as provided by section 17.09.315 of this title. If the project is reviewed by the planning director, an appeal may be taken to the design review commission by an aggrieved party by following the appeal procedures specified in section 17.07.945 of this title.

B. Design Departures: An applicant may request a design departure from any of the design guidelines adopted pursuant to this section. The planning director will review all requests for design departures on projects not subject to design review commission review under section 17.09.315 of this title. In order for the planning director to approve a design departure, he or she must find that:

1. The project must be consistent with the comprehensive plan and any applicable plan;
2. The requested departure meets the intent of statements relating to applicable development standards and design guidelines;
3. The departure will not have a detrimental effect on nearby properties or the city as a whole;
4. The proposed departure is part of an overall, thoughtful and comprehensive approach to the design of the project as a whole; and
5. If a deviation from a building design guideline is requested, the project's building(s) exhibits a high degree of craftsmanship, building detail, architectural design, or quality of materials that are not typically found in standard construction. In order to meet this standard, an applicant must demonstrate to the planning director that the project's design offers a significant improvement over what otherwise could have been built under minimum standards and guidelines.

SECTION 5. *That a new Section 17.05.645 entitled “Basic Development Standards; Design Guidelines and Departures,” is hereby added to the Coeur d’Alene Municipal Code as follows:*

17.05.645: BASIC DEVELOPMENT STANDARDS; DESIGN GUIDELINES AND DEPARTURES:

A. Establishment of Design Guidelines: The city council shall adopt by resolution a list of design guidelines that are applicable to all developments within the C-17L district. Each design guideline must be met by the proposed development. However, the design guidelines are intended to provide some flexibility in application provided that the basic intent of the guidelines is met. Compliance with these design guidelines will be determined by the planning director or the design review commission as provided by section 17.09.315 of this title. If the project is reviewed by the planning director, an appeal may be taken to the design review commission by an aggrieved party by following the appeal procedures specified in section 17.07.945 of this title.

B. Design Departures: An applicant may request a design departure from any of the design guidelines adopted pursuant to this section. The planning director will review all requests for design departures on projects not subject to design review commission review under section 17.09.315 of this title. In order for the planning director to approve a design departure, he or she must find that:

1. The project must be consistent with the comprehensive plan and any applicable plan;
2. The requested departure meets the intent of statements relating to applicable development standards and design guidelines;
3. The departure will not have a detrimental effect on nearby properties or the city as a whole;
4. The proposed departure is part of an overall, thoughtful and comprehensive approach to the design of the project as a whole; and
5. If a deviation from a building design guideline is requested, the project's building(s) exhibits a high degree of craftsmanship, building detail, architectural design, or quality of materials that are not typically found in standard construction. In order to meet this standard, an applicant must demonstrate to the planning director that the project's design offers a significant improvement over what otherwise could have been built under minimum standards and guidelines.

SECTION 6. *That Coeur d'Alene Municipal Code Section 17.05.705 is hereby amended to read as follows:*

17.05.705: BASIC DEVELOPMENT STANDARDS; DESIGN GUIDELINES AND DEPARTURES:

- A. Establishment of Design Guidelines: The city council shall adopt by resolution a list of design guidelines that are applicable to all developments within the DC district. Each design guideline must be met by the proposed development. However, the design guidelines are intended to provide some flexibility in application provided that the basic intent of the guidelines is met. Compliance with these design guidelines will be determined by the planning director or the design review commission as provided by section [17.09.315](#) of this title. If the project is reviewed by the planning director, an appeal may be taken to the design review commission by an aggrieved party by following the appeal procedures specified in section [17.07.945](#) of this title.
- B. Design Departures: An applicant may request a design departure from any of the design guidelines adopted pursuant to this section. The planning director will review all requests for design departures on projects not subject to design review commission review under section [17.09.315](#) of this title. In order for the planning director to approve a design departure, he or she must find that:
1. ~~The project must be consistent with the comprehensive plan and any applicable plan; The requested departure meets the intent of statements relating to applicable development standards and design guidelines.~~
 2. ~~The requested departure meets the intent of statements relating to applicable development standards and design guidelines; The departure will not have a detrimental effect on nearby properties or the city as a whole.~~
 3. ~~The departure will not have a detrimental effect on nearby properties or the city as a whole; The project's building(s) exhibits a high degree of craftsmanship, building detail, architectural design, or quality of materials that are not typically found in standard construction. In order to meet this standard, an applicant must demonstrate to the planning director that the project's design offers a significant improvement over what otherwise could have been built under minimum standards and guidelines.~~
 4. The proposed departure is part of an overall, thoughtful and comprehensive approach to the design of the project as a whole; and -
 5. If a deviation from a building design guideline is requested, the project's building(s) exhibits a high degree of craftsmanship, building detail, architectural design, or quality of materials that are not typically found in standard construction. In order to meet this standard, an applicant must demonstrate to the planning director that the project's design

offers a significant improvement over what otherwise could have been built under minimum standards and guidelines. The project must be consistent with the comprehensive plan and any applicable plan.

SECTION 7. *That Coeur d'Alene Municipal Code Section 17.06.820 is hereby amended to read as follows:*

17.06.820: GENERAL LANDSCAPE APPLICABILITY:

A. Landscaping Required For Certain Required Yards And Corner Cutoff Areas: All required front yards, all street oriented required side yards, and all required corner cutoff areas shall be landscaped, except those areas occupied by authorized accessory uses, or required parking.

B. Landscaping Provisions: The landscaping provisions of this chapter shall generally apply as follows:

1. Commercial, civic, and manufacturing uses.
2. Pocket residential developments and multi-family housing.
3. Parking lots.
4. Mobile home parks.
5. Single-family and duplex housing (see subsection C of this section).

For specific applicability of required landscaping, see subsections [17.06.830B](#) and [17.06.835B](#) of this chapter.

C. Exceptions: The landscaping provisions of this chapter shall not apply to:

1. sSingle-family and duplex housing, except that all required front yards, street side yards and corner cutoff areas shall be planted and maintained with vegetative cover or other approved material and one street tree is required for each street frontage;
2. The DC zoning district;
3. The C-17 zoning district; and
4. The C-17L zoning district.

SECTION 8. *That Coeur d'Alene Municipal Code Section 17.09.315 is hereby amended to read as follows:*

17.09.315: DEVELOPMENT PROJECTS REQUIRING COMMISSION REVIEW:

A. Projects Subject To Design Review Commission Review: Design review commission review is required as follows:

	District	New Construction	Street Facade Alterations ¹	Exterior Expansion
Areas where design guidelines and standards exist with trigger points for DRC review	DC district downtown core	All exterior projects south of midblock Lakeside/Coeur d'Alene	All	All
	Infill overlay * DO-N * DO-E * MO	Any project lot over 2 stories and/or 4 dwelling units	No	No
	<u>C-17 & C-17L</u> Districts	<u>Any project larger than 50,000 sq. ft or located on a site 5 acres or larger or with more than 2 departures</u>	<u>Any project with more than 2 departures</u>	<u>No</u>
Note:				
1. Painting, window replacement or other minor repairs are not required to go through design review where the planning director, or his or her designee, determines that the repair does not constitute a substantial change to the facade or that the replacement windows are substantially similar to those being replaced. Awning replacements are subject to design review commission review but only one meeting with the commission is required. The applicant for an awning replacement must submit the items referenced in subsection 17.09.320D of this chapter in order to be placed on the next available agenda.				

B. Planning Director's Determination Of Commission Review: The planning director, or his or her designee, is authorized to require commission review of other projects subject to design review requirements in the DC, C-17 or C-17L districts or the DO-N, DO-E and MO overlay districts, where the location, size, layout or design of the project creates unusual sensitivity or context issues.

SECTION 9. *That Coeur d'Alene Municipal Code Section 17.44.330 is hereby amended to read as follows:*

17.44.330: SCREENING:

Whenever unenclosed off street parking spaces or any parking structures are located directly adjacent to a street right of way, or abutting a property line, they shall be screened in accordance with the applicable regulations established in the relevant zoning district or in [chapter 17.06](#) of this title. This requirement shall not apply to parking areas or structures serving four (4) or fewer dwelling units.

SECTION 10. *That Coeur d'Alene Municipal Code Section 17.44.450 is hereby amended to read as follows:*

17.44.450: LANDSCAPING:

Landscaping of parking areas shall be provided in accordance with the provisions of the applicable ~~zoning~~ regulations established in the relevant zoning district or in [chapter 17.06](#) of this title. In all cases, space within the off street parking area not utilized for driveways, maneuvering areas, parking stalls or walkways shall be landscaped. Landscaped areas shall be separated from paved driveway, parking spaces and maneuvering areas by a barrier or curb. (See section [17.44.330](#) of this chapter.)

SECTION 11. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 12. 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 13. 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. 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 6th day of April, 2010.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Chapters 12 and 17 of the Municipal Code

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 12.28.210 AND 12.28.230 TO CLARIFY SIDEWALK WIDTH REQUIREMENTS, AMENDING SECTION 17.01.020 TO CLARIFY THE APPLICABILITY OF THE ZONING ORDINANCE TO PUBLIC RIGHTS OF WAY, ADOPTING NEW SECTIONS 17.05.565 AND 17.05.645 TO AUTHORIZE THE CITY COUNCIL TO ADOPT DESIGN GUIDELINES FOR THE C-17 AND C-17L ZONING DISTRICTS BY RESOLUTION AND ALLOWING FOR DESIGN DEPARTURES; AMENDING SECTION 17.05.705 FOR CONSISTENCY WITH THE NEW DESIGN DEVIATIONS; AMENDING SECTION 17.09.315 TO ESTABLISH DESIGN COMMISSION AND PLANNING DIRECTOR REVIEW OF PROJECTS IN THE C-17 AND C-17L ZONING DISTRICTS; AMENDING SECTIONS 17.06.820, 17.44.330 AND 17.44.450 TO EXEMPT THE DC, C-17 AND C-17L ZONING DISTRICTS FROM THE GENERAL LANDSCAPING REGULATIONS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending Chapters 12 and 17 of the Municipal Code, 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 6th day of April, 2010.

Warren J. Wilson, Chief Deputy City Attorney

RESOLUTION NO. 10-012

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AND ADOPTING COMMERCIAL DESIGN GUIDELINES.

WHEREAS, Coeur d'Alene Municipal Code Sections 17.05.565 and 17.05.645 require the City Council to adopt, by resolution, design guidelines for the C-17 and C-17L commercial zoning districts; and

WHEREAS, The Planning Commission has recommended that the City Council adopt the design guidelines attached hereto as "Exhibit A", NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council that the commercial design guidelines attached hereto as "Exhibit A" are adopted.

DATED this 6th day of April, 2010.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

- COUNCIL MEMBER KENNEDY Voted _____
- COUNCIL MEMBER MCEVERS Voted _____
- COUNCIL MEMBER BRUNING Voted _____
- COUNCIL MEMBER EDINGER Voted _____
- COUNCIL MEMBER GOODLANDER Voted _____
- COUNCIL MEMBER HASSELL Voted _____

_____ was absent. Motion _____.

THE CITY OF: Coeur d'Alene



commercial design guidelines



Planning Commission Recommended 2010 DRAFT

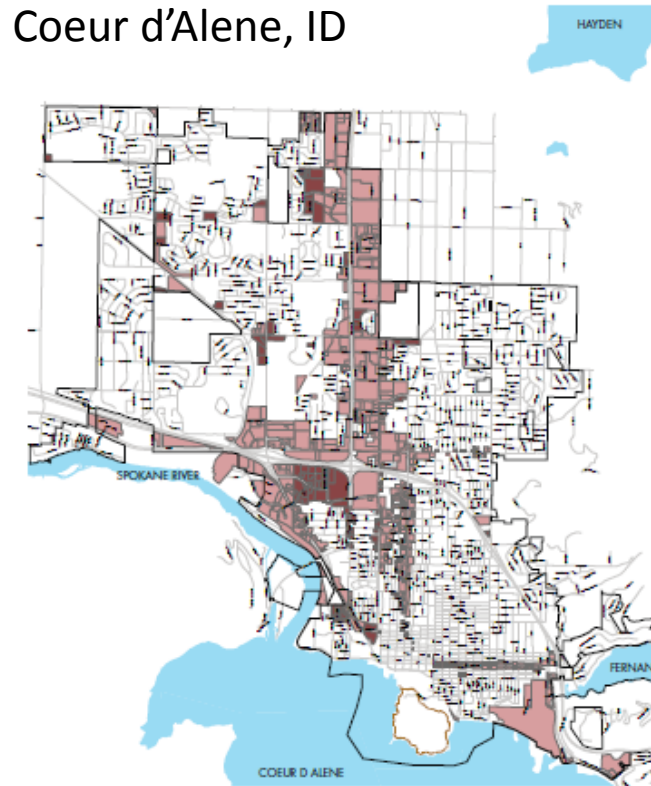
Revised 2/09/10

Coeur d'Alene Commercial Zones Design Guidelines

Resolution No. 10-012

Introduction and Purpose

This section of the Design Standards and Guidelines for the City of Coeur d’Alene, ID focuses on site planning and design guidance for the commercial zones C-17 and C-17L. These areas represent a diverse areas across the City linking neighborhoods along commercial corridors. The following standards and guidelines serve to maintain the distinct character of these areas of Coeur d’Alene while encouraging appropriate development that ensures vibrant and functional commercial areas.



Objectives

1. To provide a greater emphasis on pedestrian movement.
2. To maintain and enhance the urban forest, creating habitat, enhancing air quality, and providing softer edge to development.
3. To diminish the amount of asphalt and parked cars visible from the street and to buffer it from other uses of lesser intensity.
4. To allow for infiltration of run-off, to offer shade to otherwise bare paved areas.
5. To prevent glare and spillover of lighting toward adjacent properties.
6. To encourage development that adds positively to the character and quality of the community.

Over-Arching Principles

1. Enhance the Pedestrian Experience

- Increase safety, connectivity, comfort, and visual appeal for people moving about on foot through elements such as wider sidewalks, walkways, and street trees.

2. Reflect Regional Context

- Eliminate “Anywhere USA” look. Reflect aspects of geology, sun angle, vegetation, water movement in site design and architecture.

3. Create Distinct “Centers”

- Diminish, over time, the strip commercial pattern by focusing development into mixed-use areas.

4. Increase the Value of Commercial Land

- Shift some uses of land area toward housing and create a demand for more intensive use than simply one story boxes surrounded by asphalt.

5. Improve Environmental Quality

- Enhance the infiltration of water, increase vegetated habitat, enhance air quality – largely through reduction of pervious surfaces and added (and preserved) trees and other vegetation.

6. Produce a Greater Variety of Development Types

- Encourage multiple stories, clusters of buildings, street-facing buildings, vertical forms, public spaces, parking in forms other than big lots, a mixture of uses.

7. Create Public Spaces

- Encourage forecourts, courtyards, plazas, gardens, greens, seating areas, passageways, and other spaces conducive to spending time outside.

8. Encourage Both Horizontal and Vertical Mixed Use.

- Incentives should be provided for including housing within development or redevelopment.

9. Create Transitions to Adjacent Areas of Lesser Intensity.

- Height, bulk and landscaping standards should be used to mitigate the visual effects of greater intensity.

10. Significantly Increase the Presence of Trees

- Encourage the retention of existing, larger, mature trees as well as plant new trees as sites redevelop.

Design Departures

Each design guideline must be met by the proposed development. However, the design guidelines are intended to provide some flexibility in application provided that the basic intent of the guidelines is met. Compliance with these design guidelines will be determined by the city staff or the design review commission if the project is larger than 5 acres or 50,000 sq. ft. or with more than 2 departures. If the project is reviewed by the staff, an appeal may be taken to the design review commission by an aggrieved party.

Design Departures: An applicant may request a design departure from any of the design guidelines. The staff will review all requests for design departures on projects not subject to design review commission review. In order to approve a design departure, it must be found that:

1. The project must be consistent with the comprehensive plan and any applicable plan;
2. The requested departure meets the intent of statements relating to applicable development standards and design guidelines;
3. The departure will not have a detrimental effect on nearby properties or the city as a whole;
4. The proposed departure is part of an overall, thoughtful and comprehensive approach to the design of the project as a whole; and
5. If a deviation from a building design guideline is requested, the project's building(s) exhibits a high degree of craftsmanship, building detail, architectural design, or quality of materials that are not typically found in standard construction. In order to meet this standard, an applicant must demonstrate to the planning director that the project's design offers a significant improvement over what otherwise could have been built under minimum standards and guidelines.

Design Departures (matrix)

SITE DESIGN		
Guideline	<i>An approved deviation from these guidelines is not considered a design departure prompting a Design Review hearing</i>	<i>Design departure may be considered Design Review Commission approval required for any project larger than 5 acres or 50,000 sq. ft. or with more than 2 departures</i>
A. Curb Cuts: Width and Spacing	X	
B. Sidewalks along Street Front-ages		X
C. Street Trees	X	
D. Grand Scale Trees	X	
D. Walkways		X
E. Residential/Parking Lot Screening		X
F. Parking Lot Landscaping		X
G. Lighting		X
H. Screening of Service and Trash Areas		X
BUILDING DESIGN		
A. Screening Rooftop Equipment		X
B. Entrance Visible from Street		X
C. Windows Facing Street		X
D. Treatment of Blank Walls		X

I. SITE DESIGN

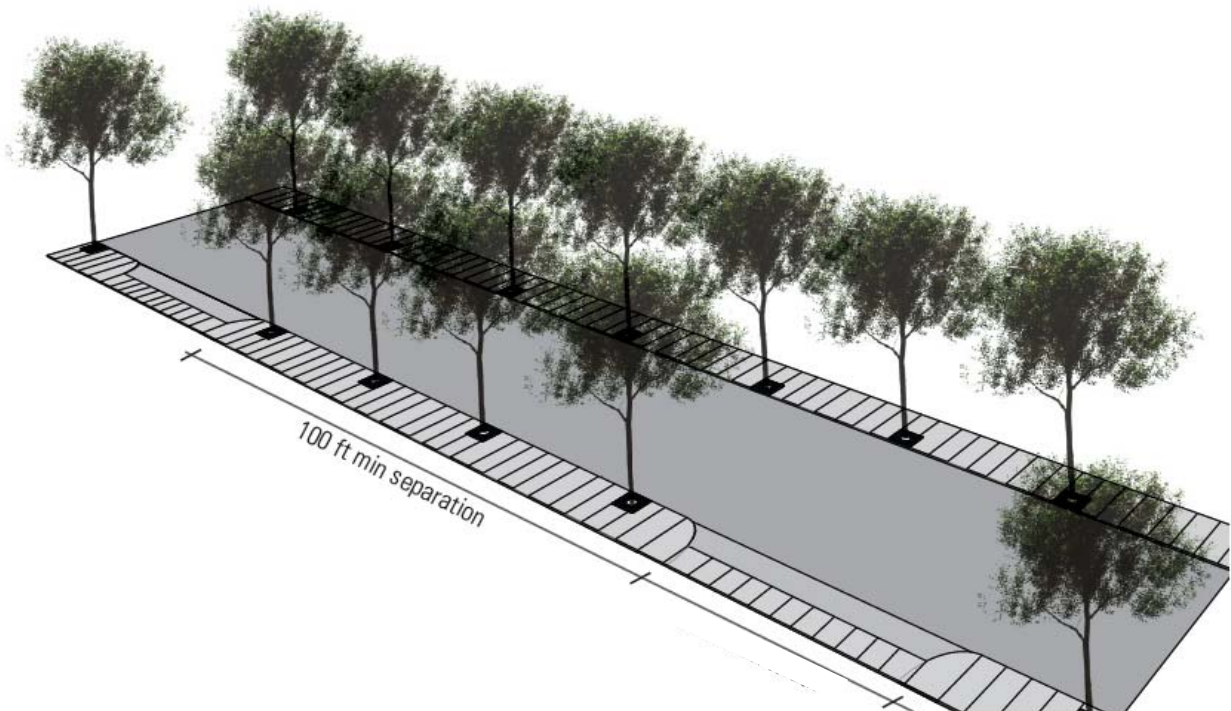
A. Approaches: Width and Spacing

Intent: To ensure smoother, more organized traffic movements and less disruption of pedestrian movement.

1. Approaches shall be spaced a minimum of 100 feet apart. (This shall not preclude access to a property, however.)
2. Approaches shall not interrupt the paving material of the sidewalk with another material. The sidewalk paving shall be continuous.



curb cut with uninterrupted pedestrian pathway



I. SITE DESIGN

B. Sidewalks along Street Frontages

Intent: To ensure a safe, convenient, comfortable and continuous route for people who are walking.

1. One of two sidewalk profiles shown below are required to be provided in commercial areas along all frontages. The City's Engineer may require one design over another based on location and context of the site.
2. If abutting sidewalks are noncompliant, a design approved by the Engineering department to blend the two where they meet will be required.
3. Providing the sidewalk may result in some portion (or even all) of the sidewalk width being outside the right-of-way (that is, on private property). Where this occurs, there shall be a dedicated public access easement.

Profile #1

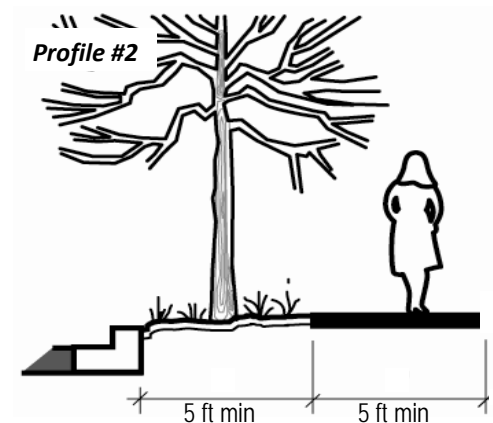
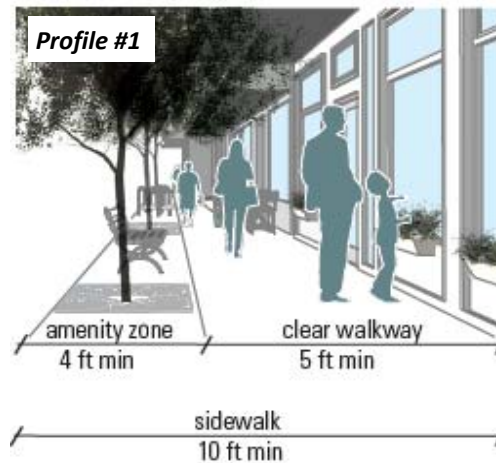
1. The sidewalk width shall be a minimum of 10 feet from back of curb to back of sidewalk.
2. This total width shall include a clear, unobstructed zone at least 5 feet wide for pedestrian movement. No objects, poles, or other vertical elements shall be located in the zone, so that ADA requirements are always met.
3. At least 4 feet of the total width shall consist of an amenity zone, directly behind the curb, that contains street trees, lighting, signal poles, directional signs, newspaper boxes, mailboxes, and any other vertical objects or street furnishings.
4. Note that there is a 1-foot wide flexible portion of the total width that may fall in either the clear, walkable zone or the amenity zone.

Profile #2

1. The sidewalk width shall be a minimum of 5 feet wide located 5 feet from the back of curb and shall be clear and unobstructed for pedestrian movement.
2. The 5' landscaped area shall be planted and meet street tree guidelines.
3. This design may be allowed when no on street parking is provided or anticipated.



sidewalk with at least 5 foot a clear zone and four foot amenity zone



I. SITE DESIGN

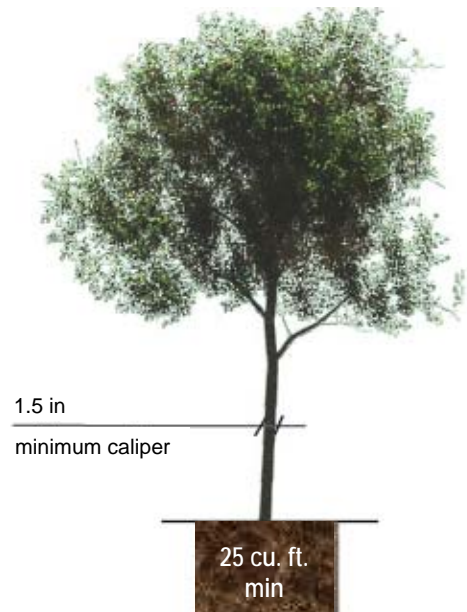
C. Street Trees

Intent: To maintain and enhance the urban forest, creating habitat, enhancing air quality, and providing softer edge to development.

1. Street trees shall be a minimum caliper established by the Urban Forestry Standards at the time of planting. Trees shall be planted in a quantity equivalent to one for each 35 feet of street frontage, but may be grouped with spacing that is not uniform as approved by the Urban Forester.
2. Each street tree shall be planted in a planting area with a minimum of 25 cubic feet of soil, in order to receive adequate water and air refer to urban forestry standards for further planting instructions. The tree pits shall be planted with grasses, shrubs or ground cover or covered with tree surrounds, such as grates.
3. Trees shall be selected from an approved list of species maintained by the City, see Coeur d'Alene Urban Forestry Standards.
4. Maintenance and watering is the responsibility of the property owner. Irrigation is required if less than 100 sq.ft of pervious surface.
5. If a tree is destroyed by accident or other means, the property owner is responsible for replacing it within one year.



street trees lining the sidewalk



For planting instructions and approved species refer to the City Urban Forestry Division:
<http://www.cdaid.org/urban/index.html>

I. SITE DESIGN

D. Grand Scale Trees

Intent: To reinforce the character of Coeur d'Alene by preserving existing grand scale trees.

1. In order to support the natural beauty of Coeur d'Alene, grand scale evergreen and deciduous trees with a minimum 20- inch DBH measured at 4.5 feet above the ground and/or 45 feet in height, should be retained if they are located within 20 feet of a public street. Grand scale trees may be removed if they are determined to be unhealthy or a hazard by the City's Urban Forester.



Grand scale trees saved during construction



illustration showing DBH measurement

I. SITE DESIGN

E. Walkways

Intent: To ensure that there is a clear route of movement for pedestrians from the public street to a building entrance.

1. Each development shall include at least one paved walkway connecting the sidewalk along each street frontage to the entrance(s) of building(s) on the site.
2. The walkway shall be a minimum of 5 feet in width.
3. Where the walkway crosses a parking lot, a color, paving pattern, or “ladder” striping shall be used to differentiate it from driving surfaces.
4. Ideally, landscaping should be provided along one side of the walkway, except where it crosses a drive lane.



pedestrian path through parking lot



distinct paving and landscaping

I. SITE DESIGN

F. Residential/Parking Lot Screening

Intent: To diminish the amount of asphalt and parked cars visible from the street and abutting residential by buffering it from less intensive uses.

1. Along any street frontage, parking lots shall be separated from the sidewalk by a planting strip, a minimum of 6 feet wide. This strip shall be planted with trees having a minimum caliper of 1.5" and equivalent in number to that produced by one tree every 35 feet. Not less than 20% of the trees shall be a native evergreen variety. However, trees may be grouped. In addition, there shall be evergreen shrubs at least 30" in height at time of planting, no less than 48" on center. A masonry wall, 24"- 42" in height, with ground cover, may be substituted for the shrubs. A combination of all of the above, i.e., trees, shrubs, wall and ground cover, are encouraged.
2. Where a site abuts a residential district, there shall be a planting strip, at least 10 feet in width containing evergreen trees along the area bordering the two districts. This strip shall be planted with trees 8 to 12 feet tall spaced no more than 25 feet apart. In addition, there shall be evergreen shrubs at least 30" in height at time of planting, no less than 48" on center as approved by the urban forester.
3. The Planning Director may approve other approaches to screening, so long as the intent is satisfied.



planting strip between sidewalk and parking lot



wider planting strip between parking lot for commercial use and residential development

For planting instructions and approved species refer to the City Urban Forestry Division:

<http://www.cdavid.org/urban/index.html>

I. SITE DESIGN

G. Parking Lot Landscaping

Intent: To allow for infiltration of run-off, to offer shade to otherwise bare paved areas, and to visually soften expanses of parking.

1. Within any parking area located between the building façade and a street, there shall be at least one medium to large species tree planted for every 6 parking stalls.
2. Within any parking area located to the side of a building, there shall be at least one medium to large species tree planted for every 8 stalls.
3. Within any parking area located behind a building, there shall be at least one tree planted for every 12 stalls.
4. Trees may be distributed throughout the parking area or grouped, so long as the grouping is within the parking area. Trees shall be a minimum of 1.5" in caliper and planted in a planting area of at least 50 square feet per tree with a minimum 4 foot dimension. Not less than 20% of the parking lot trees shall be a native evergreen variety. Curbs or wheel stops shall be installed to prevent vehicle overhangs from damaging the landscaping.
5. By retaining any existing medium or larger sized trees within in a parking area will count as the equivalent of 2 new trees. (Refer to Urban Forestry Standards for dimensions)
6. In addition to trees, shrubs and perennials shall be planted as understory at the base of tree planting beds. Shrubs shall be at least 18" in height at time of planting, no less than 48" on center.



parking lot located behind commercial building



parking lot located on the side of commercial building



I. SITE DESIGN

H. Lighting

Intent: To prevent glare and spillover of lighting toward adjacent properties, especially residential areas.

1. All lighting fixtures shall be equipped with a “full cut-off,” either an external housing or internal optics, that directs light downward.
2. Multiple, shorter poles (12'-18') are preferable to fewer and taller poles. No poles shall be over 30'.



examples of cut-off lighting fixtures

I. SITE DESIGN

I. Screening of Service and Trash Areas

Intent: To minimize the visibility of these functions.

1. Loading docks shall be screened from views from the street or any adjacent residential area by walls, landscaping, or a combination of both.
2. Trash collection areas shall be located within enclosed structures comprised of masonry walls or other durable material at least six feet high, with a gate that can be closed. The gate shall be similarly treated or located in an area not visible from the street or pedestrian walkway.
3. Other mechanical equipment located on the ground and visible from the street shall be screened in a similar manner.



trash enclosures



screening of a retail outdoor storage area

II. BUILDING DESIGN

A. Screening Rooftop Equipment

Intent: In order to screen rooftop mechanical and communications equipment from the ground level of nearby streets and residential areas.

1. Painting rooftop equipment or erecting fences are not acceptable methods of screening rooftop equipment.
2. Mechanical equipment must be screened by extended parapet walls or other roof forms that are integrated with the architecture of the building.
3. Any rooftop mounted voice/data transmission equipment shall be integrated with the design of the roofs, rather than being simply attached to the roof-deck.



enclosed mechanical rooftop equipment



cell transmission equipment integrated into brick building

II. BUILDING DESIGN

B. Entrance Visible from Street

Intent: To have commercial and pedestrian activity visible from streets.

1. Main entrances to buildings should be visually prominent and located where they can be seen from the street. Building entrances shall do at least one of the following:
 - Locate the building entrance along the street
 - Create a visually prominent entrance with pedestrian connection from the street
 - If the doorway does not face the street, create an architecturally prominent overhang over a clearly marked and well-maintained path that connects the entry to the sidewalk.
2. Techniques for making entrances prominent include a projecting canopy, a roof form over the entrance, a tower form, a landscaped forecourt or some combination of these elements.



visually prominent entrance



visually prominent entrance with pedestrian connection



architectural overhang leading from the street to front entrance

II. BUILDING DESIGN

C. Windows Facing Street

Intent: To have commercial activities visible from streets.

1. At least 20% of any ground level façade of a commercial building that faces a street shall be windows with clear, “vision” glass. On the facade, this required window area shall be located between 2 feet above grade and 10 feet above grade.
2. Interior display shelving shall not be placed against the windows.



ample transparency along pedestrian street



window displays along pedestrian routes



II. BUILDING DESIGN

D. Treatment of Blank Walls

Intent: To soften the visual impact of walls that do not have windows.

1. Any wall that faces a street shall incorporate at least three of the following features:
 - An architectural plinth (a stone or masonry base at least 36" high)
 - Belt course(s) of masonry
 - Trellis with vines planted that will grow vertically
 - Recesses at least 4 feet wide and 2 feet deep
 - Overhanging roof
 - Decorative tile work
 - Accent lighting
 - Artwork that does not contain a commercial message
 - Evergreen hedge
 - Seating (benches or ledges)
 - A feature not on the list that meets the intent, as approved by the Planning Director.



examples of various blank wall treatments

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: March 22, 2010
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: Flood Plain Ordinance

DECISION POINT

This is for information only. The ordinance will be presented at the April 6, 2010 City Council meeting

HISTORY

Last year FEMA updated our Flood Insurance Study. There were no changes to flood plain limits or base flood elevations for the areas within the City limits. However, as part of the update, we are required to update our flood plain ordinance.

FINANCIAL ANALYSIS

There is no direct financial impact. Neither the flood limits nor the construction requirements have changed.

PERFORMANCE ANALYSIS

There are no material changes to our existing ordinance. The major difference is that FEMA required the new ordinance to include much of the verbiage that has always been in the Federal regulations. Staff has moved the ordinance from Section 17, which was under the Planning Commission purview, to Section 15. The reason is because all of the requirements of the ordinance are established by FEMA and are not subject to review or approval by the Commission. The only other significant change was the addition of a variance procedure, which was required by FEMA. FEMA has reviewed and approved the ordinance.

RECOMMENDATION

Staff recommends that Council adopt the Flood Plain Ordinance as presented.

COUNCIL BILL NO. 10-1005
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REPEALING SECTIONS 17.08.105, 17.08.110, 17.08.115, 17.08.120, 17.08.125, 17.08.130, 17.08.135, 17.08.140, 17.08.145 AND 17.08.150; AMENDING SECTIONS 17.02.045, 17.02.055, 17.02.085, 17.01,015 AND 17.07.275 TO REMOVE THE FLOODPLAIN PROTECTION REQUIREMENTS FROM THE ZONING CODE; ADOPTING A NEW CHAPTER 15.32 TO ADOPT NEW FLOOD DAMAGE PREVENTION REQUIREMENTS INCLUDING PROVIDING DEFINITIONS, ESTABLISHING PERMITTING, CONSTRUCTION AND INSPECTION REQUIREMENTS, AUTHORIZING VARIANCES AND APPEALS AND ESTABLISHING THAT VIOLATIONS ARE MISDEMEANORS PUNISHABLE BY IMPRISONMENT OF UP TO 180 DAYS OR A FINE OF \$1,000.00 OR BOTH; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after recommendation by the Public Works 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 the following Coeur d'Alene Municipal Code Sections are hereby repealed:*

17.08.105: Title and Purpose.

17.08.110: Flood Hazard Development Permits.

17.08.115: General Regulations.

17.08.120: Level of Elevating or Floodproofing.

17.08.125: General Standards.

17.08.130: Specific Standards.

17.08.135: Required Findings for Flood Hazard Development Permits.

17.08.140: Floodways.

17.08.145: Modification of Density or Intensity of Use.

17.08.150: Nonconforming Use.

SECTION 2. *That Municipal Code Section 17.02.045 is amended to read as follows:*

17.02.045: DEFINITIONS VI:

- A. "Day" means calendar day.
- B. "Daycare facility" means a facility furnishing care, supervision, or guidance during any part of the twenty four (24) hour day, to a group of ten (10) or more children, who are twelve (12) years of age or under, and who are unrelated to the person(s) operating the facility. Daycare facilities include such items as daycare centers, daycare schools, and nursery schools.
- C. Design Review, Administrative: "Administrative design review" means the staff evaluation of project for compliance with design review regulations.
- D. ~~"Development" means, for flood hazard purposes, any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, or within the area of special flood hazard.~~
- E. "District" means the same as "zoning district".
- ~~EF.~~ "Drainage channel" means an existing or proposed open ditch, open culvert, or open channel, naturally created or designed to transmit water for flood control or irrigation purposes.
- ~~FG.~~ "Drip line" means an imaginary line drawn on the ground around a tree, directly under the outermost branches.
- ~~GH.~~ "Driveway" means a vehicular access to an off street parking or loading facility that also provides interior circulation between parking stalls.
- ~~HI.~~ "Duplex" means a two-family dwelling, each with a private exterior entrance, sharing common supporting structural elements.
- ~~IJ.~~ "Dwelling unit" means a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.
- ~~JK.~~ Dwelling Unit, Group: "Group dwelling unit" means a dwelling unit occupied by more than eight (8) persons unrelated by blood, marriage, or adoption, and living together as an independent housekeeping unit whether operated as a business or not, but excluding criminal transitional facilities, juvenile offenders facilities and other institutional arrangements involving the provision of a special kind of care or forced residence.

SECTION 3. *That Municipal Code Section 17.02.055 is amended to read as follows:*

17.02.055: DEFINITIONS VIII:

A. "Facility" means a structure, or other physical site improvements, necessary to accommodate a specific activity.

B. "Family" unless otherwise specified by ordinance means any of the following:

1. One or more persons who are related by blood, marriage, or adoption; or

2. No more than four (4) persons who are unrelated by blood, marriage or adoption living together as a single housekeeping unit; or

3. No more than a total combination of five (5) persons related and unrelated living together as a single housekeeping unit; or

4. A group:

a. Placed in a foster home or childcare facility by an authorized agency;

b. Eight (8) persons or less devoting full time to a religious or ethical discipline, unrelated by blood, marriage, or adoption, any of which are living together as an independent housekeeping unit together with incidental domestic servants and temporary nonpaying guests; or

c. Eight (8) persons or less who are unrelated by blood, marriage, or adoption who are mentally or physically handicapped, or elderly with no more than two (2) residential staff members.

C. "Fence" means a structural device forming a vertical physical barrier.

D. "Finished grade" means the finished surface of the ground after grading for development.

~~E. "Flood" or "flooding" means a general or temporary condition of partial or complete inundation of normally dry land areas from:~~

~~1. The overflow of inland waters; and/or~~

~~2. The unusual and rapid accumulation or runoff of surface waters from any source.~~

~~F. Flood, Base: "Base flood" means the flood having a one percent (1%) chance of being equaled or exceeded in any given year. This is also known as the 100-year flood.~~

~~G. "Flood insurance rate map (FIRM)" means the official map on which the federal insurance administration has delineated both the areas of special flood hazard and the risk premium zones applicable to Coeur d'Alene.~~

~~H. "Flood insurance study" means the official report in which the federal insurance administration has provided flood profiles, as well as the flood boundary and the water surface elevation of the base flood.~~

~~I. "Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot (1').~~

~~J. "Floor area" means the sum of the areas of the several floors of the building or structure, including areas used for human occupancy or required for the conduct of the business or use, as measured from the inside face of exterior walls. It does not include space below grade, space dedicated to parking, mechanical spaces, elevator and stair shafts, lobbies and common spaces (including atriums), exterior decks, porches and arcades open to the air or space used for any bonus feature allowed by the applicable zoning or overlay district.~~

~~EK. "Floor area ratio" is a method of calculating allowable floor area. The FAR allowed in the applicable zoning or overlay district multiplied by the parcel size (in square feet) equals the amount of allowable floor area that can be built. "Parcel size", for the purposes of this definition, is the total contiguous lot or lots under common ownership. FAR includes all structures on a site.~~

~~FL. "Frontage" means a front lot line; also the length thereof.~~

~~M. Floor, Lowest: "Lowest floor" means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirements of this title found in section 17.08.135 of this title.~~

~~GN. Frontage, Building: "Building frontage" means that frontage which faces upon a public or private street. Where a building faces on two (2) or more streets, the frontage containing the principal entrance to the building shall be designated as the building frontage.~~

~~HQ. Frontage, Corner Lot: For "corner lot frontage" see subsection [17.02.080R2](#) of this chapter.~~

~~IP. "Front wall" means the wall of a building or structure nearest the street which the building fronts, but excluding certain architectural features as cornices, canopies, eaves, or embellishments.~~

SECTION 4. *That Municipal Code Section 17.02.085 is amended to read as follows:*

17.02.085: DEFINITIONS XIV:

~~A. "Manufactured home, FEMA, a manufactured home", for flood insurance purposes, means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than one hundred eighty (180) consecutive days. For insurance purposes, the term "manufactured home" does not include park trailers, travel trailers, and other similar vehicles.~~

B. "Manufactured home, designated", means a structure which is constructed according to HUD/FHA standards and other standards as adopted by the state. In addition, all designated manufactured homes shall meet the following criteria:

1. The manufactured home shall be multisectional and enclose a space not less than one thousand (1,000) square feet;
2. The manufactured home shall be placed on an excavated and backfilled foundation and enclosed at the perimeter in such a manner that the home is located not more than twelve inches (12") above grade;
3. The manufactured home shall have a pitched roof with a minimum slope of three feet (3') in height for each twelve feet (12') in width;
4. The manufactured home shall have exterior siding or roofing which in color, material and appearance is similar to the exterior siding and roofing material commonly used on residential dwellings within the community or which is comparable to the predominant materials used on surrounding dwellings;
5. The manufactured home shall have a garage or carport constructed of like materials. An attached or detached garage shall be constructed in lieu of a carport where such is consistent with the predominant construction of abutting dwellings;
6. In addition to the provisions of subsections B1 through B5 of this section, a manufactured home shall be subject to any development standards, architectural requirements and minimum size requirements to which a conventional single-family residential dwelling on the same lot would be subjected.

~~BC.~~ "Manufactured structure" means any building or building component, other than a mobile home, which is constructed according to standards contained in the Uniform Building Code as adopted by the City, or any amendments thereto, which is of closed construction and is either entirely or substantially prefabricated or assembled at a place other than the building site.

CD. "Mobile home" means a structure, constructed according to HUD/FHA mobile home construction and safety standards, transportable in one or more sections, which, in the traveling mode, is eight (8) body feet or more in width or is forty (40) body feet or more in length or when erected on site is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation.

1. A dependent mobile home is one not equipped with a toilet for sewage disposal.
2. An independent mobile home is one equipped with a toilet for sewage disposal.
3. A self-contained mobile home is one equipped with a toilet, water storage tank for potable water, and sewage holding tank.

DE. "Mobile home accessory building or structure" means any awning, portable, demountable, or permanent cabana, ramada, storage cabinet, carport, fence, windbreak, or porch established for the use of the occupant of the mobile home.

EF. "Mobile home park" means any area or tract of land where one or more mobile home sites are rented or leased or held out for rent or lease to accommodate mobile homes used for human habitation.

FG. "Mobile home subdivision" means a subdivision with principal residential facilities limited exclusively to mobile homes.

GH. "Manufacturing or industrial zoning district" means a zoning district that permits activities that are principally involved with assembling, warehousing, manufacturing, extracting, rendering, and other activities that are not residential in nature.

1. "Light" means manufacturing, warehousing, and industry that is primarily indoors with an on-site operation that has a minimal impact on the environment. Lumber, saw, and planing mills are included within this category.
2. "Heavy" means the type of uses that require extensive facilities, which are not usually entirely enclosed within buildings, and which may create adverse effects to the environment.

HI. "Motel" means a commercial lodging facility designed for or occupied by individuals on a less than weekly basis, where access to individual units is predominantly by means of common exterior corridors or where off-street parking is in sufficiently close proximity to the units as to facilitate direct baggage handling by guests.

IJ. "Motor home" means a vehicular unit built on or permanently attached to a self-propelled motor vehicle chassis, chassis cab or van, which becomes an integrated part of the completed vehicle, primarily designed to provide temporary living quarters for recreational, camping, or

travel use. Removal of motor or suspension and/or attachment to a permanent foundation will not constitute a mobile home.

SECTION 5. *That Municipal Code Section 17.01.015 is amended to read as follows:*

17.01.015: PURPOSES OF ZONING ORDINANCE:

- A. The Comprehensive Plan and the Zoning Ordinance together make up part of the land use control system for the City of Coeur d'Alene. Planning and zoning, by its nature, is composed of two (2) time frames: the current day-to-day zoning activity, and the future planning objectives. Zoning must be specific and regulatory in nature. Planning, on the other hand, is abstract and objectively oriented.

- B. Zoning conforms and implements today's needs with the goals and objectives of the future, as expressed in the Comprehensive Plan. Thus, the Zoning Ordinance continues to be more restrictive than the Comprehensive Plan; however, no conflict should be perceived from these differences. The following Zoning Ordinance represents a first step toward the goals of the community as established in the Comprehensive Plan. The consistency of this step must be measured by the Zoning Ordinance, the Comprehensive Plan, and also by the practicalities of daily life which moderate our City's strides toward those goals. In this sense, the Zoning Ordinance can only be required to conform with but not exactly replicate the Comprehensive Plan.

- C. The general purposes of the Zoning Ordinance are to protect and promote the public health, safety, convenience, and general welfare and to achieve the following objectives:
 - 1. To promote the achievement of the policies of the Coeur d'Alene Comprehensive Plan.
 - 2. To protect the land resources, and residential, commercial, manufacturing, civic, hazard and other specially designated areas from the intrusion of incompatible uses.
 - 3. To provide for desirable, appropriately located living areas in a variety of dwelling types and at a wide range of population densities, with adequate provision for sunlight, fresh air, and usable open space and with minimal adverse environmental factors.
 - 4. To ensure preservation of adequate space for agricultural, commercial, manufacturing, and other activities necessary for a healthy economy.
 - 5. ~~To ensure public safety through regulation with respect to potential hazards in flood hazard areas, and land slide hazard areas, based on criteria established by the City Council.~~
 - 6. To provide opportunities for establishments to concentrate for efficient operation in mutually beneficial relationship to each other and to shared services.

~~67.~~ To promote safe, and orderly movement of people and goods, and the provision of adequate off-street parking and loading.

~~78.~~ To achieve excellence and originality of design in all future developments and to preserve the natural beauty of the City of Coeur d'Alene.

~~89.~~ To guide the growth and productivity of the city of Coeur d'Alene's economy.

~~940.~~ To plan for future development of the city of Coeur d'Alene, thereby providing a basis for wise decisions with respect to such development.

~~104.~~ To protect property rights and enhance property values.

~~112.~~ To encourage beautification of existing and newly developed neighborhoods or areas through the use of underground utilities and landscaping.

~~123.~~ To discourage the unnecessary destruction or impairment of structures, or other physical features, sites and areas of special character or special historical, cultural, educational, architectural, aesthetic or environmental interest or value.

~~134.~~ To encourage the highest and best use of land in conformance with the comprehensive plan.

~~145.~~ To ensure that land use decisions are not contrary to the public interest.

SECTION 6. *That Municipal Code Section is amended to read as follows:*

**17.07.275: LIMITED DESIGN PLANNED UNIT DEVELOPMENT REVIEW
CRITERIA:**

A limited design planned unit development may be approved only if the proposal conforms to the following criteria to the satisfaction of the planning commission.

- A. The proposal produces a functional, enduring and desirable environment.
- B. The proposal is consistent with the City Comprehensive Plan.
- C. The building envelope(s) is compatible with or sufficiently buffered from uses on adjacent properties. Design elements that may be considered include: building heights and bulk, off-street parking, open space, privacy and landscaping.
- D. The proposal is compatible with natural features of the site and adjoining properties. Natural features to be considered include: topography, native vegetation, wildlife habitats and watercourses.

- E. The proposal provides adequate private common open space area, as determined by the Planning Commission, no less than ten percent (10%) of gross land area, free of buildings, streets, driveways or parking areas. The common open space shall be accessible to all users of the development and usable for open space and recreational purposes.
- G. The location, design and size of the proposed building envelope is such that the traffic generated by the development can be accommodated safely on minor arterials and collector streets, and without requiring unnecessary utilization of other residential streets.
- H. The proposed setbacks provide:
 - 1. Sufficient emergency vehicle access.
 - 2. That neighborhood character will be protected by adequate buffering.
 - 3. For maintenance of any wall exterior from the development's property.
- I. The proposed building envelope(s) will provide for adequate sunlight, fresh air and usable open space.
- ~~J. The proposal ensures that adequate provisions have been made in respect to flood and landslide hazards.~~

SECTION 7. *That a new Chapter 15.32, entitled Flood Damage Prevention, is hereby added to the Coeur d'Alene Municipal Code as follows:*

CHAPTER 15.32

FLOOD DAMAGE PREVENTION

15.32.010: Authorization:

The Legislature of the State of Idaho in I.C. 46-1020 through I.C. 46-1024, authorized local government units to adopt a floodplain map and floodplain management ordinance that identifies floodplains and that sets forth minimum development requirements in floodplains that are designed to promote the public health, safety, and general welfare of its citizenry.

15.32.020: Purpose:

It is the purpose of this chapter to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- A. Require that development that is vulnerable to floods, including structures and facilities necessary for the general health, safety and welfare of citizens, be protected against flood damage at the time of initial construction;
- B. Restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion;
- C. Control filling, grading, dredging and other development which may increase flood damage or erosion;
- D. Prevent or regulate the construction of flood barriers that will unnaturally divert flood waters or that may increase flood hazards to other lands;
- E. Preserve and restore natural floodplains, stream channels, and natural protective barriers which carry and store flood waters.

15.32.030: Applicability:

This ordinance applies to all Special Flood Hazard Areas within the City of Coeur d’Alene. Nothing in this chapter authorizes uses or structures that are otherwise prohibited by the zoning ordinance (Title 17).

15.32.040: Definitions:

Unless the context indicates otherwise, the following terms, used in this chapter, have the following meanings:

Accessory Structure means a structure on the same lot or parcel as a principal structure, the use of which is incidental and subordinate to the principal structure. An insurable building should not be classified as an accessory or appurtenant structure.

Appeal means a request for review of the Floodplain Administrator’s interpretation of provisions of this ordinance.

Area of Shallow Flooding means a designated AO or AH Zone on a community’s Flood Insurance Rate Map (FIRM) with base flood depths from one to three feet, and/or where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

Area of Special Flood Hazard is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. Zone designations on FIRM’s include the letters A, AE, V. Also known as the Special Flood Hazard Area (SFHA).

Base Flood means the flood having a one percent chance of being equaled or exceeded each year.

Base Flood Elevation (BFE) means the water surface elevation during the base flood in relation to a specified datum. The Base Flood Elevation (BFE) is depicted on the FIRM to the nearest foot and in the FIS to the nearest 0.10 foot.

Basement means the portion of a structure including crawlspace with its floor sub grade (below ground level) on all sides.

Building, see Structure.

Critical Facility means a facility that is critical for the health and welfare of the population and is especially important following hazard events. Critical facilities include essential facilities, transportation systems, lifeline utility systems, high potential loss facilities and hazardous material facilities.

Datum The vertical datum is a base measurement point (or set of points) from which all elevations are determined. The vertical datum currently adopted by the federal government as a basis for measuring heights is the North American Vertical Datum of 1988 (NAVD88).

Development means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging filling, grading, paving, excavation, drilling operations, and permanent storage of equipment or materials.

Digital FIRM (DFIRM) means Digital Flood Information Rate Map. It depicts flood risk and zones and flood risk information. The DFIRM presents the flood risk information in a format suitable for electronic mapping applications.

Existing Construction means a structure for which the “start of construction” commenced before May 3, 2010.

Existing Manufactured Home Park or Subdivision means a manufactured home park or subdivision where the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and final site grading or the pouring of concrete pads) was completed before May 3, 2010.

Expansion to an Existing Manufactured Home Park or Subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.

Federal Emergency Management Agency (FEMA) is the agency with the overall responsibility for administering the National Flood Insurance Program.

Flood or Flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters or the unusual and rapid accumulation or runoff of surface waters from any source.

Flood Fringe means the portion of the floodplain outside of the floodway covered by floodwaters during the regulatory flood.

Flood Insurance Rate Map (FIRM) means an official map of a community, issued by the Federal Insurance Administration, delineating the areas of special flood hazard and/or risk premium zones applicable to the community.

Flood Insurance Study (FIS) means the official report by the Federal Insurance Administration evaluating flood hazards and containing flood profiles, floodway boundaries and water surface elevations of the base flood.

Floodplain means the land that has been or may be covered by floodwaters, or is surrounded by floodwater and inaccessible, during the occurrence of the regulatory flood. The riverine floodplain includes the floodway and the flood fringe. (I.C. 46-1021)

Flood Protection Elevation (FPE) means an elevation that corresponds to the elevation of the one percent (1%) chance annual flood (100 yr flood) plus any increase in elevation due to floodway encroachment, plus any required freeboard. The City does not allow an increase in water surface elevation in the floodway and no additional freeboard is required. Therefore the Flood Protection Elevation is equal to the Base flood Elevation plus the floodway elevation, if present, plus 0 freeboard.

Floodway (Regulatory Floodway) means the channel of a river or other watercourse and those portions of the floodplain adjoining the channel required to discharge and store the floodwater or flood flows associated with the regulatory flood.

Freeboard means a factor of safety usually expressed in feet above a flood level for the purposes of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, obstructed bridge openings, debris and ice jams and the hydrologic effects of urbanization in a watershed.

Functionally Dependent Facility means a facility that cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair facilities. The term does not include long-term storage, manufacture, sales, or service facilities.

Highest Adjacent Grade (HAG) means the highest natural elevation of the ground surface prior to construction, adjacent to the proposed walls of a structure.

Historic Structure means a structure that is:

- A. Listed individually in the National Register of Historic Places (a listing maintained by the U. S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register.
- B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or to a district preliminarily determined by the Secretary to qualify as a registered historic district.
- C. Individually listed on a state inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior, or
- D. Individually listed on a local inventory of history places and determined as eligible by communities with historic preservation programs that have been certified either by an approved state program as determined by the Secretary of the Interior, or directly by the Secretary of the Interior in states without approved programs.

Letter of Map Change (LOMC) means an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, and Flood Insurance Studies. LOMCs are issued in the following categories:

- A. **Letter of Map Amendment (LOMA)**
A revision based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property is not located in a special flood hazard area.
- B. **Letter of Map Revision (LOMR)**
A revision based on technical data showing that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination that a structure of parcel has been elevated by fill above the base flood elevation and is excluded from the special flood hazard areas.
- C. **Conditional Letter of Map Revision (CLOMR)**
A formal review and comment by FEMA as to whether a proposed project complies with the minimum National Flood Insurance Program floodplain management criteria. A CLOMR does NOT amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

Levee means a man-made structure, usually an earthen embankment, designed and constructed according to sound engineering practices, to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee System means a flood protection system that consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest Adjacent Grade (LAG) means the lowest point of the ground level next to the structure.

Lowest Floor means the lowest floor of the lowest enclosed area (including basement) used for living purposes, which includes working, storage, cooking and eating, or recreation, or any combination thereof. This includes any floor that could be converted to such a use including a basement or crawl space. An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a structure's lowest floor. The lowest floor is a determinate for the flood insurance premium for a building, home or business.

Manufactured Home means a structure, transportable in one or more sections built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term "Manufactured Home" does not include a "Recreational Vehicle."

Mean Sea Level means for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which Base Flood Elevations shown on a community's FIRM are referenced.

New Construction means a structure for which the "start of construction" commenced after May 3, 2010, and includes the subsequent improvements to the structure.

New Manufactured Home Park or Subdivision means a place where the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and final site grading or the pouring of concrete pads) is completed on or after May 3, 2010.

Recreational Vehicle means a vehicle that is:

- A. Built on a single chassis,
- B. 400 square feet or less when measured at the largest horizontal projection,
- C. Designed to be self-propelled or permanently towed by a light duty truck, and

- D. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation.

Repetitive Loss means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost were the construction of facilities for servicing the lots on which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damages occurred.

Start of Construction includes substantial improvement and means the date the development permit was issued, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not the alteration affects the external dimensions of a building.

Structure means a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

Substantial Damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of its market value before the damage occurred.

Substantial Improvement means reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “repetitive loss” or “substantial damage,” regardless of the actual repair work performed. The market value of the structure should be the appraised value of the structure prior to the start of the initial repair or improvement, or, in the case of damage, the value of the structure prior to the damage occurring. This term includes structures which have incurred substantial damage, regardless of the actual amount of repair work performed. The term does not include either:

- A. A project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications, which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or
- B. Alteration of a Historic Structure provided that the alteration will not preclude the structure's continued designation as a Historic Structure.

Water Surface Elevation means the height, in relation to the North American Vertical Datum (NAVD) of 1988 (or other specified datum) of floods of various magnitudes and frequencies in the flood plans of coastal or riverine areas.

15.32.050: Basis for Area of Special Flood Hazard:

The Special Flood Hazard Areas identified by the Federal Emergency Management Agency in its Flood Insurance Study (FIS) for Kootenai County, Idaho and Incorporated Areas dated May 3, 2010, with accompanying Flood Insurance Rate Maps (FIRM) or Digital Flood Insurance Rate Maps (DFIRM), and other supporting data, are adopted by reference and declared a part of this chapter. The FIS and the FIRM are on file at the office of the City Clerk, 710 E. Mullan Avenue, Coeur d'Alene, Idaho, 83814.

15.32.060: Warning and Disclaimer of Liability:

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the Special Flood Hazard Areas or uses permitted within such areas will be free from flooding or flood damages. This chapter does not create liability on the part of Coeur d'Alene or by any officer or employee thereof for flood damages that result from reliance on this chapter or an administrative decision lawfully made hereunder.

15.32.070: Designation of Floodplain Administrator:

The City Engineer is designated as the Floodplain Administrator, who is responsible for administering and implementing the provisions of this ordinance. The City Engineer may designate any other City employee to fulfill any of the obligations or duties of the Floodplain Administrator.

15.32.080: Duties and Responsibilities of the Administrator:

The duties of the Floodplain Administrator include, but are not limited to:

- A. Review of all floodplain development permit applications to assure that the permit requirements of this ordinance have been satisfied.
- B. When Base Flood Elevation data or floodway data are not available, then the Floodplain Administrator will obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source in order to administer the provisions of this ordinance.
- C. Obtain, verify and record the actual elevation in relation to the vertical datum on the effective FIRM, or highest adjacent grade, of the lowest floor level, including basement, of all new construction or substantially improved structures.
- D. Obtain, verify and record the actual elevation, in relation to the vertical datum on the effective FIRM to which any new or substantially improved structures have been flood-proofed.
- E. When flood-proofing is utilized for a structure, the Floodplain Administrator must obtain certification of design criteria from a registered professional engineer or architect.
- F. Where interpretation is needed of the exact location of boundaries of the Areas of Special Flood Hazard including regulatory floodway (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator will make the interpretation.
- G. Review proposed development to assure that necessary permits have been received from governmental agencies from which approval is required by federal or state law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334; the Endangered Species Act of 1973, 16 U.S.C. 1531-1544; and State of Idaho Stream Channel Alteration permits.

15.32.090: Establishment of Floodplain Development Permit:

A Floodplain Development Permit is required prior to development activities in Special Flood Hazard Areas established by section 15.32.050 of this chapter.

15.32.100: Permit Procedures:

Application for a Floodplain Development Permit will be made to the Floodplain Administrator on the form furnished by the administrator prior to starting development activities. The required review and processing fee must be attached to the application. Specifically, the following information is required:

- A. Application Stage:

1. Plans drawn to scale with elevations of the project area and the nature, location, dimensions of existing and proposed structures, earthen fill placement, storage of materials or equipment and drainage facilities;
2. Elevation in relation to the Flood Protection Elevation, or highest adjacent grade, of the lowest floor level, including crawlspaces or basement, of all proposed structures;
3. Elevation to which any non-residential structure will be flood-proofed;
4. Design certification from a registered professional engineer or architect that any proposed non-residential flood-proofed structure will meet the flood-proofing criteria in section 15.32.140;
5. Description of the extent to which any watercourse will be altered or relocated as a result of a proposed development; and,

B. Construction Stage:

1. For all new construction and substantial improvements, the permit holder must provide to the Floodplain Administrator an as-built certification of the floor elevation or flood-proofing level, using appropriate FEMA elevation or flood-proofing certificate, immediately after the lowest floor or flood-proofing is completed. When flood-proofing is utilized for non-residential structures, the certification must be prepared by or under the direct supervision of a professional engineer or architect and certified by same.
2. Certificate deficiencies identified by the Floodplain Administrator must be corrected by the permit holder immediately and prior to work proceeding. Failure to submit certification or failure to make the corrections will be cause for the Floodplain Administrator to issue a stop-work order for the project.
3. The floodplain development permit will expire along with any associated building and/or site development permit issued by the City or 180 days after the floodplain development permit is issued whichever is later.

15.32.110: Provisions for Flood Hazard Reduction in Subdivisions:

All subdivisions, as defined in Title 16 of the Municipal Code, in Areas of Special Flood Hazard must comply with the following:

- A. All proposals must be consistent with the need to minimize flood damage.
- B. All subdivision preliminary plats/development plans must include the mapped flood hazard zones from the effective FIRM.
- C. Base flood elevation data must be generated and/or provided for subdivision proposals and all other proposed development, including manufactured home parks and subdivisions, greater than fifty lots or five acres, whichever is less.
- D. All subdivisions must have public utilities and facilities such as sewer, gas, electric and water systems located and constructed to minimize flood damage.
- E. All subdivisions must have adequate drainage provided to reduce exposure to flood hazards.

15.32.120: General Provisions for Flood Hazard Reduction in Construction:

In all Areas of Special Flood Hazard the following provisions are required in all construction projects.

- A. New construction and substantial improvements of an existing structure must be anchored to prevent flotation, collapse or lateral movement of the structure.
- B. New construction and substantial improvements of an existing structure must be constructed with materials and utility equipment resistant to flood damage.
- C. New construction or substantial improvements of an existing structure must be constructed by methods and practices that minimize flood damage.
- D. All heating and air conditioning equipment and components, all electrical, ventilation, plumbing, and other facilities must be designed and/or elevated to prevent water from entering or accumulating within the components during flooding.
- E. New and replacement water supply systems must be designed to minimize or to eliminate infiltration of flood waters into the system.
- F. New and replacement sanitary sewage systems must be designed to minimize or to eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.

- G. On-site waste disposal systems must be located and constructed to avoid functional impairment, or contamination from them, during flooding.
- H. In areas where a regulatory floodway has not been designated, no new construction, substantial improvements, or other development (including fill) is permitted within Zones A1-30 and AE on the FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood at any point within the community.

15.32.130: Specific Provisions for Flood Hazard Reduction in Residential Construction:

Where base flood elevation data are available, new construction or substantial improvement of any residential structure or manufactured home must have the lowest floor, including basement, constructed at or above the Flood Protection Elevation. All new construction or substantial improvements of an existing residential structure that includes a fully enclosed area located below the lowest floor formed by the foundation and other exterior walls must be designed to be an unfinished or flood resistant enclosure. The enclosure must be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwater. Designs for complying with this requirement must be certified by a licensed professional engineer or architect or meet the following minimum criteria:

- A. Provide a minimum of two openings meeting the following criteria:
 - 1. A total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 - 2. The bottom of all openings can be no higher than one foot above the higher of the exterior or interior grade or floor immediately below the opening;
 - 3. Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwater in both directions without manual intervention.
- B. To comply with the “Lowest Floor” criteria of this ordinance, the unfinished or flood resistant enclosure can only be used for parking of vehicles, limited storage of maintenance equipment used in connection with the premises, or entry to the elevated area.
- C. The interior portion of such enclosed area cannot not be partitioned or finished into separate rooms.

- D. For crawlspace foundation types, construction must follow FEMA guidelines, specifically:
1. Below grade crawlspaces are prohibited at sites where the velocity of floodwaters exceed 5 feet per second;
 2. Interior grade of the crawlspace below the BFE cannot be more than 2 feet below the lowest adjacent exterior grade (LAG);
 3. Height of the below grade crawlspace, measured from the lowest interior grade of the crawlspace to the bottom of the floor joist must not exceed 4 feet at any point;
 4. Contain an adequate drainage system that removes floodwaters from the interior area of the crawlspace.

15.32.140: Specific Provisions for Flood Hazard Reduction in Non-Residential Construction:

New construction or the substantial improvement of any non-residential structure located in zones A1-30, AE, or AH must be flood-proofed if the new construction or improvement is not elevated to or above the Flood Protection Elevation. The structure and attendant utility and sanitary facilities, must be designed to be water tight to the Flood Protection Elevation or to one (1) foot above the base flood elevation, whichever is higher, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A licensed professional engineer or architect must certify that the design and methods of construction are in accordance with accepted standards of practice for meeting these provisions, and must provide the certificate to the Administrator.

15.32.150: Specific Provisions for Flood Hazard Reduction for Manufactured Homes:

In all Areas of Special Flood Hazard where the Base Flood Elevation is established, these standards for manufactured homes apply:

- A. All manufactured homes placed or substantially improved in the following areas must have the lowest floor, including basement, elevated to the Flood Protection Elevation:
1. On individual lots or parcels;
 2. In new or substantially improved manufactured home parks or subdivisions; and
 3. In expansions to existing manufactured home parks or subdivisions, or on a site in an existing manufactured home park or subdivision where a manufactured home has incurred “substantial damage” as the result of a flood.

- B. Manufactured homes placed or substantially improved in an existing manufactured home park or subdivision must be elevated so that either:
 - 1. The lowest floor of the manufactured home is elevated to the Flood Protection Elevation or one foot above the level of the base flood elevation, whichever is higher; or
 - 2. The manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least an equivalent strength) of no less than 36 inches above the highest adjacent grade.
- C. Manufactured homes must be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard applies in addition to, and consistent with, all applicable state requirements.
- D. Manufactured homes placed on solid perimeter walls must meet the flood vent requirements in section 15.32.130.

15.32.160: Specific Provisions for Flood Hazard Reduction for Accessory Structures:

Relief from the elevation or dry flood-proofing standards may be granted for an accessory structure 400 s.f. or smaller in size if the structure meets the following standards:

- A. It is not used for human habitation;
- B. It is constructed of flood resistant materials
- C. It is constructed and placed on the lot so as to offer the minimum resistance to the flow of floodwaters;
- D. It is firmly anchored to prevent flotation;
- E. Services such as electrical and heating equipment are elevated or flood-proofed to or above the Flood Protection Elevation;
- F. It meets the opening requirements of section 15.32.130.

15.32.170: Specific Provisions for Flood Hazard Reduction for Recreational Vehicles:

In all Areas of Special Flood Hazard, recreational vehicles must:

- A. Be on the site for fewer than 180 consecutive days; and

- B. Be fully licensed and ready for highway use, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached structures or addition; or
- C. The recreational vehicle must meet all the requirements for new construction of manufactured homes found in section 15.32.150, including the anchoring and elevation requirements.

15.32.180: Encroachments into a Regulatory Floodway:

The following provisions apply to encroachments into the regulatory floodway.

- A. An encroachment in the floodway or floodplain cannot cause an increase in the base flood elevation.
- B. A project in the regulatory floodway must undergo an encroachment review to determine its effect on flood flows. The encroachment analysis must include:
 - 1. Determination and documentation that filling, grading, or construction of a structure will not obstruct flood flows and will not cause an increase in the base flood elevation upstream or adjacent to the project site;
 - 2. Determination and documentation that grading, excavation, channel improvements, bridge and culvert replacements that remove an obstruction, do not cause increases in downstream flood flows;
 - 3. Certification and documentation by a licensed professional engineer that the project will not result in a rise in flood heights;
- C. When the proposed encroachment requires modifications to the regulatory floodway in order to avoid raising the base flood elevation, the applicants are required to obtain a Conditional Letter of Map Revision (CLOMR) from FEMA prior to issuance of a floodplain development permit. Once construction is completed the applicant must apply to FEMA for a Letter of Map Revision for changes to the flood hazard map proposed in the CLOMR.

15.32.190: Alteration of a Regulatory Floodway:

- A. Any proposed alterations to a regulatory floodway require a floodplain development permit and the applicant is required to obtain a Conditional Letter of Map Revision (CLOMR) from FEMA prior to start of construction. A floodway is considered altered when there are any substantial changes to the cross sectional area or geometry, horizontal or vertical location of the streambed, or similar modifications. It is the responsibility of the applicant to have technical data prepared in a format required for a Conditional Letter of Map Revision or Letter of Map Revision and submitted to FEMA. Submittal and

processing fees for these map revisions shall be the responsibility of the applicant.
Proposed alterations include:

1. Floodway encroachments that increase or decrease base flood elevations or alter floodway boundaries;
 2. Fills sites to be used for the placement of proposed structures where the applicant desires to remove the site from the special flood hazard area;
 3. Alteration of floodways that result in a relocation or elimination of the special flood hazard area, including the placement of culverts;
 4. Subdivision or large-scale development proposals requiring establishment of base flood elevations.
- B. The bank full flood carrying capacity of the altered or relocated portion of the floodway cannot be diminished. Prior to issuance of a floodplain development permit, the applicant must perform an analysis meeting the requirements of subsection 15.32.180(B) and submit certification by a registered professional engineer that the bank full flood carrying capacity of the floodway will not be diminished.
- C. The applicant must notify adjacent communities (if applicable), the U.S. Army Corps of Engineers, and the Idaho Department of Water Resources Stream Channel Alteration program prior to any alteration or relocation of a floodway. Evidence of notifications must be submitted to the floodplain administrator and to the Federal Emergency Management Agency.
- D. The applicant is responsible for providing the necessary maintenance for the altered or relocated portion of the floodway so that the flood carrying capacity will not be diminished.
- E. Once construction is completed the applicant must apply to FEMA for a Letter of Map Revision for changes to the flood hazard map proposed in the CLOMR.

15.32.200: Variance Procedure:

- A. Application for Variance:
1. An application for a variance must be submitted to the City Clerk on the required form and include, at a minimum, the same information required for a development permit and an explanation for the basis for the variance request.

2. Upon receipt of a completed application for a variance, the request will be set for public hearing at the next City Council meeting in which time is available for the matter to be heard.
3. Prior to the public hearing, Notice of the hearing will be published in the official newspaper of the City at least 15 days prior to the hearing. In addition to the newspaper publication, written notice shall be provided to all adjoining property owners.
4. The applicant must show that the variance is warranted and meets the criteria established in this section.

B. Variance Criteria:

1. Generally, the only condition under which a variance from the elevation standard may be issued is for new construction and substantial improvements to be erected on a small or irregularly shaped lot contiguous to and surrounded by lots with existing structures constructed below the base flood level. As the lot size increases the technical justification required for issuing the variance increases.
2. Variances pertain to a physical piece of property; they are not personal in nature and do not pertain to the structure, its inhabitants, economic or financial circumstances. They primarily address small lots in densely populated residential neighborhoods.
3. Variances will only be issued for non residential buildings in very limited circumstances.
4. Variances may be issued upon:
 - a. A showing by the applicant of good and sufficient cause;
 - b. A determination that failure to grant the variance would result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws and ordinances.
 - c. A determination that a variance request within a designated floodway will not result in any increase in flood levels during the base flood discharge;
 - d. A determination that the variance request is the minimum necessary, considering the flood hazard, to afford relief.

- C. The decision to grant or deny a variance will be in writing and explain the reasons for the approval or denial. If the variance is granted, the decision will also advise the property owner that the permitted building will have its lowest floor below the Flood Protection Elevation and that the cost of flood insurance likely will be commensurate with the increased flood damage risk.

15.32.210: Appeal Procedure:

- A. An appeal may be filed with the City Clerk within fourteen (14) days of the date of any permit denial or interpretation of this chapter by the Floodplain Administrator. Failure to timely file an appeal shall be considered a failure to exhaust administrative remedies. The appeal must set out the denial or interpretation of the Administrator and a narrative setting forth the facts relied upon by the appellant and the appellants claim regarding the error made by the Administrator.

- B. Upon receipt of a completed appeal, the appeal will be scheduled for hearing at the next available City Council meeting. The City Council will consider the following in ruling on an appeal:
 - 1. All technical evaluations, all relevant factors, standards specified in other sections of this ordinance,
 - 2. The danger that materials may be swept onto other lands to the injury of others;
 - 3. The danger that materials may be swept onto other lands to the injury of others;
 - 4. The danger to life and property due to flooding or erosion damage;
 - 5. The susceptibility of the proposed facility and its contents to flood damage and the effects of such damage on the individual landowner;
 - 6. The importance of the services provided by the proposed facility to the community;
 - 7. The necessity of the facility to a waterfront location, where applicable;
 - 8. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
 - 9. The compatibility of the proposed use with existing and anticipated development;
 - 10. The relationship of the proposed use to the comprehensive plan and flood plain management program for that area;
 - 11. The safety of access to the property in times of flooding for ordinary and emergency vehicles;
 - 12. The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site; and
 - 13. The cost of providing government services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.

- C. The City Council decision will be in writing and set out the facts, technical information and the legal basis for the decision.

15.32.220: Penalties:

- A. No structure or land may hereafter be located, extended, converted or altered unless in full compliance with the terms of this chapter and other applicable regulations.
- B. Violation of the provisions of this chapter or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions constitutes a misdemeanor punishable as provided in Municipal Code chapter 1.28.
- C. Nothing contained in this section prevents the City from taking such other lawful actions it deems necessary to prevent or remedy any violation.

SECTION 8. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 9. 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 10. 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 11. 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 6th day of April, 2010.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Municipal Code Chapter 17 - ZONING

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REPEALING SECTIONS 17.08.105, 17.08.110, 17.08.115, 17.08.120, 17.08.125, 17.08.130, 17.08.135, 17.08.140, 17.08.145 AND 17.08.150; AMENDING SECTIONS 17.02.045, 17.02.055, 17.02.085, 17.01,015 AND 17.07.275 TO REMOVE THE FLOODPLAIN PROTECTION REQUIREMENTS FROM THE ZONING CODE; ADOPTING A NEW CHAPTER 15.32 TO ADOPT NEW FLOOD DAMAGE PREVENTION REQUIREMENTS INCLUDING PROVIDING DEFINITIONS, ESTABLISHING PERMITTING, CONSTRUCTION AND INSPECTION REQUIREMENTS, AUTHORIZING VARIANCES AND APPEALS AND ESTABLISHING THAT VIOLATIONS ARE MISDEMEANORS PUNISHABLE BY IMPRISONMENT OF UP TO 180 DAYS OR A FINE OF \$1,000.00 OR BOTH; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending Municipal Code Chapter 17 - ZONING, 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 6th day of April, 2010.

Warren J. Wilson, Chief Deputy City Attorney

OTHER BUSINESS

MEMORANDUM

DATE: MARCH 29, 2010

TO: MAYOR BLOEM AND THE CITY COUNCIL

FROM: PAM MACDONALD, HUMAN RESOURCE DIRECTOR

RE: POLICE LIEUTENANT'S MEMORANDUM OF UNDERSTANDING

DECISION POINT:

The Council is requested to approve the proposed Memorandum of Understanding (MOU) with the Police Lieutenants that establishes a Social Security Option and necessary housekeeping and/or clarification changes regarding compensation and benefits consistent with the Police Association agreement.

HISTORY:

This MOU shall be applicable to Police Lieutenants for a term commencing October 1, 2009 and ending September 30, 2011. All prior agreements between the City and Police Lieutenants will no longer be applicable unless specifically provided herein.

FINANCIAL:

The following are the significant highlights:

- A fixed (3%) COLA next year with an opener if a decrease in general fund revenues of 5% from the prior year occurs.
- Housekeeping and clarification changes based on need and/or longstanding practice:
 - Senior pay reinstatement eligibility if lost due to sub-standard performance
 - Bereavement leave clarified as equivalent to 5 days
 - Limits overtime when called in prior to shift start
 - Clarifies when overtime is applicable during shift rotations and that use of sick or vacation during shift rotation is paid at straight time
 - Updates Health Reimbursement Arrangement (HRA)/VEBA contribution
- Procedures on seniority related to personnel reductions and scheduling
- Social Security opt out option

PERFORMANCE ANALYSIS:

The MOU provides the necessary updates and consistency between the Police ASSOCIATION and POLICE LIEUTENANT'S compensation and benefits.

DECISION POINT/RECOMMENDATION:

The Council is requested to approve the proposed Memorandum of Understanding with the Police Lieutenants.

RESOLUTION NO. 10-011

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A MEMORANDUM OF UNDERSTANDING, WITH THE POLICE DEPARTMENT LIEUTENANTS.

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to execute a Memorandum of Understanding with the Police Department Lieutenants, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City execute a Memorandum of Understanding 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 Memorandum of Understanding to the extent the substantive provisions of the Memorandum of Understanding remain intact.

BE IT FURTHER RESOLVED, that the Mayor be and is hereby authorized to execute such Memorandum of Understanding on behalf of the City.

DATED this 6th day of April, 2010.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

March 22, 2010
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Al Hassell
Council Member Deanna Goodlander
Council Member Woody McEvers

STAFF PRESENT

Gordon Dobler, Engineering Svcs Dir.
Amy Ferguson, Executive Assistant
Jon Ingalls, Deputy City Administrator
Chris Bates, Project Manager
Warren Wilson, Deputy City Attorney

Item 1 Deeding of Property for Right of Way (Howard Street Extension)
No Motion - For Information Only

Christopher Bates, Engineering Project Manager, notified the committee of the request for Council approval of the granting of City property for inclusion in the right-of-way necessary for the construction of the Howard Street road corridor which will be presented at the next regularly scheduled City Council meeting on April 6th. He explained that this is a right-of-way from the treatment plant's compost facility. The only way that the city could go about acquiring the right-of-way for the public's use was to dedicate it to itself. Mr. Bates confirmed that the city has funds for the project and estimated completed approximately 90 days from the start of construction.

Item 2 Sole Source Expense for Traffic Signal Equipment (Kathleen & Howard)
Consent Calendar

Gordon Dobler, Engineering Services Director, presented a request for approval of sole source expenditure for traffic signal equipment for the signal at Kathleen Avenue and Howard Street from Northwest Signal Supply. He explained that it is the companion project to the Howard Street Extension and noted that they received some governor's discretionary dollars to fund the installation of the signal and will be taking some funds out of impact fees to pay for the labor. Mr. Dobler said that the \$150,000 for the signal equipment exceeds the \$50,000 cap in the code so the city needs to justify a sole source expenditure. The justification is compatibility of existing components. They buy specific model numbers from specific companies.

Councilman Goodlander commented that making sure that the existing components are compatible makes for a much more efficient use of the city's resources.

Councilman Goodlander asked about cameras for this light. Mr. Dobler said that the cameras that they used to buy are no longer supplied in the Northwest. He further commented that all of the loops are already installed except for the southbound loop. They will also be putting in another signal at 15th & Harrison and that project will also be done in loops and will probably go out to bid in another month. Mr. Dobler said that the cameras are a little "twitchy" and it is difficult to get the reps up here to debug them. They can't be serviced in house at all.

MOTION by Goodlander, seconded by McEvers, to recommend council authorize the sole source expenditure for traffic signal equipment for the signal at Kathleen Avenue and Howard Street from Northwest Signal Supply and the publication of notice as required by Idaho Code. Motion carried

**Item 3 Flood Plain Ordinance
No Motion – For Information Only**

Gordon Dobler, Engineering Services Director, presented information regarding the Flood Plain Ordinance that will be presented at the April 6th City Council Meeting. He explained that last year FEMA updated the city's Flood Insurance Study. There were no changes to flood plain limits or base flood elevations for the areas within the City limits. However, as part of the update, the city is required to update its flood plain ordinance. There is no direct financial impact and no material changes to the existing ordinance.

Mr. Dobler further mentioned that the flood plain maps have been received in a digital format. There have also been some additions in the code of federal regulations and FEMA wants that wording included in the ordinance. As a result, it was easier to redo the entire ordinance. There are new additions to the ordinance, but not new rules. Mr. Dobler said that they are also looking at getting the maps onto the city's website and that he will make every attempt to have the maps available before the next council meeting.

Councilman Goodlander thanked Mr. Dobler for taking the proposed ordinance to the North Idaho Building Contractors Association (NIBCA) for review and discussion and noted that information sharing is very valuable.

The meeting adjourned at 4:16 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison