

Coeur d'Alene

CITY COUNCIL MEETING

May 6, 2008

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

**MINUTES OF A CONTINUED MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM,
APRIL 10, 2008**

The Mayor and Council of the City of Coeur d'Alene met in a continued meeting of said Council at the Coeur d'Alene Library Community Room, April 10, 2008 at 5:00 p.m., there being present upon roll call the following members:

Mayor Sandi Bloem

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

CALL TO ORDER: Mayor Bloem called the meeting to order.

SPECIAL NEEDS RECREATION: Members of the Special Needs Recreation Program presented three performances from the talent show entitled: "As Seen on TV".

ANNUAL COUNCIL STRATEGIC PLANNING: City Administrator Wendy Gabriel welcomed the Mayor, Council and City staff to the annual Council's Strategic Planning session. Deputy City Administrator Jon Ingalls reviewed the accomplishments that had been made on the priorities set last year and other accomplishments of the City staff.

RECESS: The Council recessed at 6:10 p.m. The meeting reconvened at 6:20 p.m.

PRIORITIZING 2008-2009 STRATEGIC GOALS: Deputy City Administrator Jon Ingalls then facilitated the Council's question and answer period for the proposed strategic goals for FY 2008-09.

RECESS: The Council recessed at 7:20 p.m. The meeting reconvened at 7:30 p.m.

SELECTION OF STRATEGIC GOALS FOR 2008-2009 FY: The following is a ranked listing of the top ten focus areas for FY 2008-09 established by the City Council:

Item	Priority Value
Parks: FTE (1.5)/Funding - Implementation of Parks Master Plan - Landings Park (Staffing and Equipment)	21
Fire: Funding - Grant Match for New Communications Frequency	21

Police: FTE (3) - Additional Officers in Patrol	21
Parks: FTE (.5) - Increase Building Maintenance Position to Full Time	20
Streets: Funding - Construct Brine Solution De-Icer Facility	19
Fire: FTE (3) - Additional Firefighters	19
Library: FTE (4.25)/Funding - Staff Needs for Growth for New Library	18
Recreation: Funding - Skate Park/BMX "Trick"	18
Dog Park	18
Police: FTE (5) - Hire Additional Detectives	17

ADJOURNMENT: Motion by Hassell, seconded by Bruning to continue this meeting to April 14, 2008 at 12:00 for a workshop regarding sidewalks. Motion carried.

The meeting adjourned at 8:45 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

**A CONTINUED MEETING OF
THE COEUR D'ALENE CITY COUNCIL
HELD IN THE CITY HALL OLD COUNCIL CHAMBERS
ON APRIL 14, 2008 AT 12:00 NOON**

The Mayor and City Council of the City of Coeur d'Alene met in continued session of said Council in the City Hall Council Chambers April 14, 2008 at 12:00 noon there being present upon roll call a quorum.

Sand Bloem, Mayor

Deanna Goodlander) Members of the Council Present
John Bruning)
Woody McEvers)
Loren Ron Edinger)
Mike Kennedy)
A. J. Al Hassell, III 12:15 p.m.)

STAFF PRESENT: Wendy Gabriel, Jon Ingalls, Susan Weathers, Troy Tymesen, Warren Wilson, Pam MacDonald, Ed Wagner, Karen Haskew, Diana Booth, Dick Fields, Robert Royce, Judy House, Gordon Dobler, Donna Childs and Renata McLeod.

GUESTS: Randy Mote, Marc Stewart.

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

WORKSHOP - SIDEWALK REPAIRS: Jon Ingalls reviewed the task given staff by the Council which was to provide alternatives for improving sidewalks. He presented four alternatives for sidewalk repairs. Mr. Ingalls noted that the impetus for this issue started with a mandate from American Disabilities Administration to bring sidewalks into compliance with American Disabilities Act standards. He noted that it had been decided to use the overlay program to bring sidewalks into compliance. The City sent out letters to those property owners who abutted the streets where the overlay was going to be completed if their sidewalks were in need of repair. Mr. Ingalls reported that out of the 182 notices that had been mailed, 59 courtesy inspections were completed, 27 encroachment permits issued and 10 sidewalks repaired.

Councilman Edinger commented that he had received a complaint from a resident that the City could not inspect her sidewalk settings which resulted in her having to cancel the concrete work. Gordon Dobler reported that regarding this incident, City staff did not cancel an inspection as the complainant's contractor had never contacted the City for an inspection.

Jon Ingalls provided the four alternatives proposed by staff as follows:

1. **Work performed In-house.** This would require the City to acquire more equipment, having a lead-foreman plus 1 FTE and PT labor. The cost would be billed to the property

owner. This does take away alternatives to the homeowner as well as this option might compete with private industry. However, it has been determined that the City cannot create a utility to repair sidewalks. One of the downsides to this alternative is placing a lien on properties. Gordon Dobler noted that this is one of the least expensive options to the homeowners.

2. LID formed/Work Designed and contracted out/managed by the City. This is less burdensome to the home owner; however, the City then undertakes the burden of project management as well as administrative costs in creating LIDs. Troy Tymesen believes that a homeowner has more advantages through a bank of paying off a commercial loan than the cost of penalties for paying off an LID early. Gordon noted that only those homeowners that have improvements on sidewalks would pay their portion of the LID. Mr. Tymesen noted that an LID also requires the City to pay the funds up front until LID payments are made which could be up to one year after the cost has been incurred. Mayor Bloem asked if there was any way the city could add to the monthly bills a section to add \$1 a month donation for sidewalk repair.

3. Homeowners continue to manage individually. Jon Ingalls noted that the City can consider helping homeowners by doing some pre-screening of contractors. On the down side, the city could place liens on owners who are non-compliant to the notices to improve their sidewalks which add administrative costs for the City. Mr. Ingalls noted that when staff surveyed several other cities, no other City is requiring homeowners to improve their sidewalk as required by ADA, so the City is ahead of the curve.

4. Change Ordinance. If the ordinance was changed that sidewalks were now the responsibility of the City, the work would be performed in-house and the cost of work would be borne by City. Financially it would cost an initial \$70,000 for capital equipment and an average of \$250,000 per year. Warren Wilson cautioned that if the city changed the code, that this may also require the City to clear all sidewalks of debris, such as snow, gravel, etc.

Councilman Edinger noted that the HUD funding has \$28,000 earmarked to help low-to-moderate income households. Additionally, he noted that with the City taking the lead compared to other cities to comply with ADA what are the chances that ADA will come after the City. Councilman Goodlander believes that the City should take the lead for the citizens of our city.

Councilman Hassell believes that Option 1 is the best option for homeowners otherwise the cost would be a shift of cost to other homeowners.

Councilman Kennedy believes that Option 4 is it not fair to homeowners that have already completed their repairs. He believes that a hybrid of Options 1 and 3 would best meet the needs of the homeowners.

Councilman Goodlander commented that she feels that Option 3, with a screened contractor list, would help the citizens and this would not impose any further obligations on the City.

Councilman McEvers proposed an option #5, which would be to create a utility. Warren Wilson responded that case laws shows that sidewalks could not be done as a utility as this is seen as a tax and cities are not authorized by statute to impose this type of tax.

Warren Wilson noted that the City can create a policy that sidewalks will be replaced every 20 years that coincides with the overall city overlay program. Gordon Dobler noted that the average number of homes affected by overlay is 200-300 homes a year which is 7,500 to 10,000 lineal feet depending upon the location of town. This year's overlay resulted in 6,300 lineal feet of sidewalk replacement.

Mayor Bloem suggested that the overlay budget include an additional \$30,000 a year to improve sidewalks in-house and not do liens on homeowners.

Warren Wilson noted that ADA requires that sidewalks must be brought up to code whenever streets are improved, as well as complaint driven sidewalks must be replaced.

Councilman Kennedy asked if the City could add to the overlay fund to provide financial assistance to those homeowners that cannot afford to repair their sidewalks. Mayor Bloem asked about leaving the policy as is and letting the homeowners know of the low-to-moderate income financial aid.

Councilman McEvers recommended that the Council adopt Option #1.

Jon Ingalls concluded that the consensus is to continue what the City is doing now. Councilman Goodlander asked. what is the goal of each Councilman. Councilman Hassell responded safe sidewalks. Councilman Bruning noted that with the Ped/Bike Committee, we need to be consistent and provide safe sidewalks. He also prefers Option #1. Councilman McEvers chose Option #1. Councilman Kennedy noted that only sidewalks in the overlay zone come under Option #1 and those outside an overlay pay their own sidewalk repairs.

Wendy Gabriel noted that with Option #1 how the Council recommends funding the additional staff. She asked if the Council would like to set up another workshop next week to make a decision on the information provided today.

Randy Mote, 1028 Wallace Ave. commented that he believes that as a resident it is best to have the City do the work and bill the owner as this is the most efficient way to do sidewalk repairs.

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

The meeting adjourned at 2:00 p.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,
APRIL 15, 2008

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene Library, April 15, 2008 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Al Hassell)	Members of Council Present
Woody McEvers)	
Mike Kennedy)	
John Bruning)	
Deanna Goodlander)	

Loren Ron Edinger)	Members of the Council Absent
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CALL TO ORDER: The meeting was called to order by Mayor Sandi Bloem.

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

PLEDGE OF ALLEGIANCE: Councilman Kennedy led the pledge of allegiance.

PRESENTATIONS:

PROCLAMATION - FAIR HOUSING MONTH: On behalf of Mayor Bloem, Councilman Kennedy read the Mayor's proclamation announcing the month of May as Fair Housing Month. Amy Drepps from the Disability Action Center accepted the proclamation.

PRESENTATION - STUDENT ALTHETE RECOGNITION: School Superintendent Harry Amend introduced the coach from the two teams who had 100% participation in the random drug testing program at the two high schools. This evening the teams recognized were the Lake City High School Varsity Girls Softball Team with Assistant Coach Kelly Knowles and Lake City High School Varsity Basketball Team with Assistant Coach Chris Knowles. Coach Chris Knowles introduced J. C. Estes, a senior on the Varsity Basketball Team who went to Utah for a short period of time and is now back and is an integral part of his team.

PRESENTATION - GRANT VENTURE - 5 YEARS OF ACCOMPLISHMENTS: Elaine Smith presented a review of the grants received as part of the Grant Venture team which is comprised of the City of Coeur d'Alene, Lake City Development Corporation, the City Library, North Idaho College, the City of Pinehurst and Panhandle Area Council.

Almost \$66,000,000 has been received in grants over the past five years. On behalf the Mayor, Council and City, the Mayor presented Elaine Smith, grant writer, a plaque expressing their appreciation for all the work she has done over the past five years in obtaining grants for the City.

PROCLAMATION - ARBOR DAY: On behalf of Mayor Bloem, Councilman Goodlander read the proclamation proclaiming the week of April 21st through 25th, 2008 as Arbor Day Celebration Week in the City. Urban Forestry Student Representative Brittany Riordan accepted the proclamation. Miss Riordan announced that on Saturday, April 26th at Ramsey Park, the City will celebrate their 24th year as a Tree City USA.

PRESENTATION - BASIN COMMISSION UPDATE: Terry Harwood, Executive Director of the Basin Commission, provided a power point presentation regarding the foundation, organization and progress made on the Basin Cleanup efforts.

PUBLIC COMMENTS:

SIDEWALK REPAIRS: Dan Gookin, 714 W. Empire Ave., commented on the need to improve city sidewalks to bring them up to ADA standards and suggested that the City follow the leadership of the City of Post Falls and pay for the improvements to sidewalks that need repair. Mayor Bloem noted that the City is aggressively pursuing the issue of sidewalk repairs.

Wendy Gallegos, 740 N. 3rd Street, believes that sidewalks should be paid for by all citizens and not the property owner.

Bob Green, 733 3rd Street, commented that many residents are senior citizens and that he believes it is not fair to have the City require residents to pay for the repair of their sidewalks. He believes that each person who receives a utility bill from the City should pay an additional \$1.00 to pay for repairs of sidewalks. Mayor Bloem noted that the City's Legal Counsel has noted that this would be considered a hidden tax and is not allowed by law.

Wayne Pivanuras, 736 3rd Street, was offended that he received a letter informing him that he must pay for the repair to his sidewalks. He believes that this is a burden on individual residents and that this is the City's responsibility not the homeowners. He noted that if the City of Coeur d'Alene does not pay for sidewalks he will remember that at the next election.

Kathy Kincel, 621 Foster, believes that sidewalks are the responsibility of all citizens and the City Council and not the homeowner.

Nora Rambo, 732 N. 23rd, commented that she had attempted to improve her sidewalks; however, she has not been able to get a true estimate from a contractor who after she has asked for a specific dollar amount, had threatened her that if she did not sign up right away, her cost would increase.

Councilman Kennedy noted that the City had met for over 2 hours yesterday to try and resolve this issue. Yesterday, they learned that they cannot legally create a utility, they cannot legally add \$1.00 to the utility bill, and there are several legal issues regarding waiving permit fees. He noted that the City is trying to be proactive on this issue and the Council will be meeting again next Monday at 12:00 noon to continue to try and find solutions for this issue. Councilman Hassell noted that one of the problems is that Idaho Law does not make any allowances for cities to provide reasonable solutions to issues such as sidewalk repairs.

Roger Tanner, 2211 N. 9th, opposes having to be responsible for sidewalks and believes the City has to come up with a fair solution.

Greg Johnson, 808 N. 3rd would like to see the City come up with a fair solution to the sidewalk repair issue.

Tim Altevers, 1119 N. 3rd Street, commented that he is a recent transplant from Ohio and believes that having residents pay for the City's sidewalks is not right. He also noted that the Council was elected to represent the residents and they, not the citizens, are responsible for changing State laws to accommodate a solution for these types of issues.

Dave Sheridan, 754 N. 4th Street, representing the American Legion, asked what the Lake City Development Corporation is doing for the citizens. LCDC paid for putting brick on a condo so he believes that LCDC could find money to pay for the replacement of sidewalks in the Midtown area. Councilman Goodlander noted that this Wednesday at 3:00 p.m. in the Library Community Room, LCDC will be meeting and Midtown is on their agenda. She invited Mr. Sheridan to this meeting.

John Coutts, 1016 E. Lakeside Avenue, noted that the Council has the ability and the compassion to make tough decisions and believes that Council will change the ordinance and challenged the Council to walk the areas where dying trees have broken up concrete. He does not believe that the disruption of sidewalks was caused by the lack of responsibility of the homeowners. He believes that the law is unjust and illegal and needs to be repealed. He reminded Council that in most civilized areas of the world sidewalks are the responsibility of the City, town or shire. He believes that there needs to be a tax implemented so that every resident pays equally for the repairs for sidewalks. He believes that the current law is poorly written, and insidious. He wants the Council to make decisions not on fiscal responsibility but by their hearts and to remember the elderly citizens of our community. Councilman Kennedy noted that the City's legal Council has reviewed the case in Sacramento and noted that it is not illegal to make homeowners responsible for sidewalk repairs. One of the issues of changing the law, and having the city take over the responsibility for the repair of sidewalks, would be that the City then would be responsible for snow removal or sweeping of all sidewalks due to liability.

Susan Snedaker, 821 Hastings, believes that maintenance seems to be an issue in the downtown area and needs to be a part of this picture and believes that the Council needs to find a solution for this issue.

POCKET DEVELOPMENT: Paul Kramer, 3152 N. 9th Street, voiced his concern on the pocket development that is being constructed at 3160 Honeysuckle Drive. He submitted a petition from approximately 30 citizens opposing this development as they feel the builder is overbuilding this property with low-income rental structures. He believes that this development will lower the value of his property and that the proposed structures do not meet the requirements for setbacks. He requested that the Council direct that there are no more than 5 homes constructed, that they are constructed within the necessary building regulations, setback requirements and make it blend into the existing neighborhood. Wendy Gabriel, City Administrator, responded that Planning Director Dave Yadon and Planner Tami Stroud met with Mr. Kramer and confirmed that this project does meet code. Mayor Bloem informed Mr. Kramer that the City Administrator will review Mr. Kramer's concerns with Mr. Yadon and Mrs. Stroud and contact Mr. Kramer with her findings.

Councilman Goodlander commented that the Council is not uncaring regarding the sidewalks and have listened to citizens. This law has been in place for 100 years and other cities in Idaho are dealing with the same issues. She explained that the General Fund is used for all non-enterprise funds and if the Council pays for sidewalks out of those funds then they will need to take from other areas such as foregone taxes. She believes that the Council continually balances all the needs of the City but must make fair and equitable decisions. She noted that the Council had asked the very same questions expressed here tonight of staff regarding repair of sidewalks. She assured the residents that Council is addressing this issue and asked residents to please be patient. Councilman Hassell noted that one of his grave concerns is that the issue of sidewalk repairs will bring every contractor from outside the City into town who will try to stampede innocent residents into irresponsible repairs and increased costs.

LANDINGS PARK: Lou Soumas, 3900 Long Meadow, believes that the representative form of government has been working well and in particular noted the Council's funding for the development of the Landings Park. He thanked the Council for their responsiveness to their needs and also thanked Doug Eastwood and The Parks Department. He noted that they are looking forward to collaborating with the City. Cassie Soumas thanked the City for providing the opportunity of creating a park in her neighborhood.

RECESS: Mayor Bloem called for a 5-minute break at 7:55 p.m. The meeting continued as 8:05 p.m.

CONSENT CALENDAR: Motion by Kennedy seconded by McEvers to amend Consent

Calendar Item 2 to remove the General Services Committee from the setting time and date and then to approve the Consent Calendar as presented.

1. Approval of minutes for March 25 and April 1, 2008.
2. Setting ~~General Services Committee~~ and Public Works Committee for Monday, April 21st at ~~12:00 noon~~ and 4:00 p.m. respectively.
3. RESOLUTION 08-019: 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 CONTRACT WITH TML CONSTRUCTION, INC. FOR THE TUBBS HILL BOOSTER STATION PROJECT; AUTHORIZING THE TRANSFER OF RECORDS TO THE STATE ARCHIVES OF VARIOUS PLANNING DEPARTMENT RECORDS FROM 2001 THROUGH 2005; APPROVAL OF BID AWARD AND CONTRACT WITH AUTO RAIN SPRINKLER CONTRACTING FOR PHASE II CONSTRUCTION OF THE SUNSHINE MEADOWS PARK; APPROVAL OF A TRAINING AGREEMENT WITH THE INSTITUTE FOR ADVANCE DEVELOPMENT; APPROVAL OF AN AUCTIONEERS AGREEMENT – SURPLUS AUCTION WITH MR. AUCTION; APPROVAL OF A WAIVER OF PROTEST TO ANNEXATION WITH LOUSE WEED; PRAIRIE TRAIL CROSSING AT KATHLEEN AVENUE AND ATLAS ROAD: A) CONTRACT WITH INLAND NORTHWEST CONSULTANTS FOR CROSSINGS DESIGN AND B) LETTER OF AGREEMENT WITH NORTHWEST SIGNAL FOR INSTALLATION OF SIGNALS; APPROVAL OF BID AWARD AND CONTRACT WITH ACCELERATED CONSTRUCTION AND EXCAVATION, LLC FOR THE 2008 CATCH BASIN REPLACEMENT PROJECT AND APPROVAL OF A RIGHT OF WAY ENCROACHMENT AGREEMENT FOR THE PARKSIDE TOWERS PROJECT.
4. Approval of bills as submitted and on file in the Office of the City Clerk.
5. Setting of public hearings: O-4-08 (Off-Street parking regs) for May 6, 2008; O-6-08 (parks by right) for May 6, 2008; O-1-07d (infill overlay regs.) for May 20, 2008; O-5-08 (zoning performance standards) for Mayo 20, 2008; ZC-2-08 (Zone Change at 3285 Fruitland Lane) for May 20, 2008; and, A-1-08/ZC-1-08/PUD-1-08/S-1-08 - appeal - 418 Lilac Lane and 2310 Pennsylvania Ave. for June 3, 2008.
6. Cemetery lot transfer from Jon and Charlott LaFrenz to Pat W. Arney and Jo Marie Arney.
7. Approval of beer/wine/liquor license for Ellie's Saloon at 2065 W. Riverstone Dr., Suite 207 and for Aubrey's House of Ale at 2065 W. Riverstone Dr., Suite 205.
8. Acceptance of water-line easements from Dalton Square, LLC and Interstate Concrete and Asphalt Co.
9. RESOLUTION 08-021: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A PURCHASE AND INSTALLATION AGREEMENT WITH CXT INCORPORATED FOR THE PUBLIC SAFETY BUILDING TO BE LOCATED IN THE CITY PARK.

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

COUNCIL COMMENTS:

COUNCILMAN BRUNING: Councilman Bruning announced that the photos displayed in the Library hallway were taken by children up to age 5 and that there will be a reception and exhibit on April 20th.

COUNCILMAN GOODLANDER : Councilman Goodlander noted that the Bike to Work Week celebration is May 16th.

APPOINTMENT - CEMETERY ADVISORY BOARD: Motion by Hassell, seconded by McEvers to appoint Victoria Roberge to the Cemetery Advisory Board. Motion carried.

VOLUNTEER PROGRAM FOR THE FIRE DEPARTMENT: Deputy Chief Washko reported that the Fire Department is requesting the Council reinstate its Volunteer program to assist the Fire Department with their Canine Search and Rescue Team. Motion by Goodlander, seconded by Kennedy to approve the creation of a volunteer program for the Fire Department. Motion carried.

SEARCH DOGS FOR FIRE DEPARTMENT: Firefighter Jeff Sells introduced Kodie, one of the Search and Rescue canine team members. He explained the Canine Search and Rescue program. Motion by Goodlander, seconded by Hassell to approve using canines as part of the Fire Department's Search and Rescue Team. Motion carried.

RESOLUTION NO. 08-020

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A SERVICE ORDER AGREEMENT FOR TELEPHONE AND LONG DISTANCE SERVICES, WITH XO COMMUNICATIONS SERVICES, INC.

Finance Director Troy Tymesen reported that XO Communication has completed an audit of the City usage that resulted in an estimated \$27,000 that they believe the City owes XO Communication. With the changes to the City's new VOIP phone system the new contract would allow for a \$17,000 credit on the audit and a \$5,700 monthly savings to the existing system.

Motion by Goodlander, seconded by McEvers to adopt Resolution 08-020.

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

ORDINANCE NO. 3330
COUNCIL BILL NO. 08-1006

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 12.28.180 AND 12.28.200 TO CLARIFY ASPECTS OF STREET, SIDEWALK, CURBING, CURBS & GUTTER PAVEMENT INSTALLATION REQUIREMENTS AND ESTABLISH IT AS A COMPONENT OF THE BUILDING PERMIT PROCESS FOR NEW CONSTRUCTION OR IMPROVEMENTS AND ADDING A NEW SECTION 12.28.260 TO ESTABLISH REQUIREMENTS FOR ALLEY ASPHALT PAVING FOR NEW CONSTRUCTION AND IMPROVEMENTS; 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 Hassell, seconded by Kennedy to pass the first reading of Council Bill No. 08-1006.

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

Motion by Kennedy, seconded by McEvers to suspend the rules and to adopt Council Bill No. 08-1006 by its having had one reading by title only.

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

PUBLIC HEARING - RCA-9-08 - REQUEST TO CONSIDER ANNEXATION OF EAGLE VIEW ESTATES: Mayor Bloem read the rules of order for this legislative public hearing. John Stamos, Senior Planner, gave the staff report.

Mr. Stamos reported that Larry Fluet is requesting approval of a request to consider annexation of an approximate 21.3 acre parcel into the City. The subject area has some areas of greater than 15% slopes so it would be required to comply with the City's Hillside Development Regulations. He noted that the County has this zoned as an Urban Reserve Area. These areas represent lower priorities for city growth due to natural constraints such as topography, soils, and wetlands. They also have City service constraints such as water, sewer and police and fire protection. Any future development will require infrastructure and hillside development and will present tree and open space preservation challenges. The area is generally envisioned to continue to develop as a lower density, single-family area with care taken to preserve the natural vegetation, views and open space on steeper slopes.

Mr. Stamos noted that there is one proposed condition for Council to consider:

1. At the time the applicant submits a formal request for annexation, the applicant must present clarification from the appropriate court that the 68' private road and utility easement will allow the City to install, maintain and replace our public utility lines in substantially the same manner as a public utility easement. Alternatively, the applicant can present evidence that the owner of Frosty Pine Trail (the servient estate) will grant a public utility easement to the City.

Councilman Hassell asked if Frosty Pine Trail would be the only access to this property. Mr. Stamsos responded that it is.

PUBLIC COMMENTS:

Brad Marshall, 7825 Meadowlark Way, Senior Planner for JUB Engineers, represented the applicant. He noted that the subject property has been presented to the City Council before. In 1992 the Council denied the annexation of the property due to lack of access to the subject property. There is now a judgment that provides for a 60' access easement with an approximately 5% grade to the roadway. As recommended by City staff the applicant has received clarification from the judge that this easement applies to the placement of city utilities. He believes that this property is a natural addition to the City. In regard to the pocket of land that is still in the county, he believes that it would eventually become a part of the City. He noted that there is City sewer and water in the roadway at Frosty Pines Road and Fernan Hill Road. He reported that the developer is proposing to construct the street to City standards along Frosty Pines Road with a sidewalk along one side of the roadway. He believes that the City, in the future, could require that the existing easement be granted as a public right-of-way. In regard to development of the property the applicant envisions 20-30 lots with approximately ½-acre sized lots. In summary he believes that this is a logical annexation into the City, it is within the Area of City Impact, and it is in the Urban Reserve zoning.

Michelle Fulgham, attorney with Lukins and Annis, noted that the easement issue was litigated in order to enforce the easement included in the neighboring property owner's title for the proposed roadway. Judge Hosack determined that it was a valid easement and was meant for development of the subject property. She noted that Deputy City Attorney Warren Wilson is the one that recommended the applicant work the issue out since the neighboring property owner is using his attorney to block the use of this easement to allow annexation of the subject property.

Rita Webb, 881 Frosty Pine Trail, does not oppose development of this property but opposes the density of this property. Her concern is that if the applicant is allowed to develop at the proposed level of density, it will affect traffic flow in her neighborhood.

Warren Wilson, Deputy City Attorney, clarified for the Council that the purpose of this hearing is not so much about density and hillside development but whether or not it makes sense to annex this property. In regard to the easement issue, the City is requesting clarification so the City does not end up in litigation and the City has the ability to provide utilities to this property.

Bruce Meyer, 3361 Fernan Hill Road, asked if the annexation request has the support of the adjacent property owners, he responded the answer is no, as he has 23 signatures opposing this annexation that was signed in 2006. The homeowners' concerns are traffic, fire and police response. He asked if the annexation request has any legal questions on this property, and he responded yes, there are questions as to the easement. He reported that Mr. Hancock, who owns the property including the Frosty Pines Road, has been misrepresented by the applicant's attorney tonight. They do not have opposition to the development of the subject property but the density to which the applicant plans to develop it and the question of maintaining the roadway. He noted that the court order noted that this easement does not have to be dedicated as a public right-of-way roadway. Mr. Meyer also believes that a high density development on this hillside would have a negative impact on Fernan Lake.

Scott Reed, 401 Front Street, representing Mr. and Mrs. Hancock who own the property that Frosty Pines Road exists in and who oppose the annexation of the subject property. This property is currently in the County that requires 5-acre parcels. He noted that a large portion of the subject property is extremely steep and that the Fire Department cannot meet their 4-minute response time to the subject property which could affect the overall fire rating for the City. Contrary to Mrs. Fulgham's statements, Mr. Reed believes there was not a title report that gave access of the roadway to the adjacent property by right and that the easement served a home on the property and did not extend to a roadway and that the easement is an implied easement and the easement, as recorded, does not allow for a public right-of-way. He recommended that the Council deny their request for consideration of annexation.

Deputy City Attorney Warren Wilson responded that the issue before the City today is whether the City has the ability to install and maintain city utilities in this roadway.

Ms. Fulgham rebutted that there was an express easement from Fernan Hill Road up to Frosty Pines Road. However, there is a gap in the roadway to the applicant's property in which the applicant obtained an implied easement from the courts.

COUNCIL DISCUSSION: Councilman Goodlander asked if the Fire Department currently serves the other homes on adjacent property and if so, what is their response time. Deputy Fire Chief responded that the Fire Department currently serves the residents along Victorian Lane with a response time of 5 minutes.

Councilman Hassell commented that with the information provided, he does not see this as a benefit to the community to bring this property into the City at this time.

Councilman Kennedy does not see this request to annex as a benefit to the residents of this city.

Councilman Goodlander does not see this as a benefit to the City with the extended response time of the Fire Department, and she has a substantial concern due to the legal issues involved in the roadway.

Motion by Hassell, seconded by McEvers to deny the applicant proceeding with the formal application process for annexation. ROLL CALL: Bruning, Aye; Goodlander, Aye; Hassell, Aye; Kennedy, Aye; McEvers, Aye. Motion carried.

PUBLIC HEARING - O-3-08 - MODIFICATION OF CIVIC USE PARKING REGULATIONS: Mayor Bloem reiterated the rules of order for a legislative public hearing. Sean Holm, Associate Planner, gave the staff report.

Mr. Holm reported that the purpose of this amendment is to modify the existing civic use parking requirements used to determine the number of stalls required for a courthouse. The request is a private party request received from Marian Kessell on behalf DJL Enterprises, LLC. The request is that the Planning Commission should determine the required number of spaces needed for a courthouse, rather than apply current code, in which the civic administrative standard governs. The current code requires one parking stall per 300 feet of structure. He noted that written comments from Mr. John Manning were distributed for Council review.

He noted that if the Council approves this amendment as requested the applicant will amend their building permit application.

PUBLIC COMMENTS: John Manning, ACLS Architects, Spokane Washington, reported that as part of the project, parking was part of the design of the Federal Courthouse. However, the use of the building is considerably different from a commercial office building. The current courthouse on a daily basis has 43 visitors per day with a total of 33 employees. The current code requires that they construct a parking structure that contains at least 184 stalls.

Councilman Kennedy noted that the size of the courthouse being constructed is considerably larger than the existing courthouse and asked if additional offices with other departments would be added to the new Federal building in the future. Mr. Manning reported that no further usage will be added to this building other than the existing courts.

Councilman Kennedy noted that if the savings for this code amendment was going back to the taxpayers, he would be in favor it; however, since the savings is going to the developer, he has a concern that by eliminating the number of parking spaces the taxpayers may be burdened with adding a parking garage in the future.

Motion by Hassell, seconded by McEvers to approve the proposed amendments to the Civic Use Parking Requirements and to direct staff to prepare an ordinance amending the current regulations. ROLL CALL: Bruning, Aye; Goodlander, Aye; Hassell, Aye; Kennedy, No; McEvers, Aye. Motion carried.

ADJOURNMENT: Motion by Goodlander, seconded by Kennedy to recess this meeting to April 17th at 5:00 p.m. in the Library Community Room for a City Council/SD 271 Board joint meeting and then to April 21st at 12:00 noon in the Library Community Room for a 2nd workshop on sidewalks. Motion carried.

The meeting recess at 9:53 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

A JOINT WORKSHOP WITH THE CITY COUNCIL
AND COEUR D'ALENE SCHOOL DISTRICT #271
HELD IN THE LIBRARY COMMUNITY ROOM
ON APRIL 17, 2008, at 5:00 PM

Mayor Sandi Bloem

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

Harry Amend)
Hazel Bauman) Members of SD #271 Present
Steve Briggs)
Glenda Pope)
Edie Brooks)
Vern Newby)
Christie Wood)
Diane Zipperer)
Sid Fredrickson)

GUESTS: Jeremy Boggess, Kristen Pomerantz, Pam Pratt

STAFF: Wendy Gabriel, Jon Ingalls, Mike Gridley, Troy Tymesen, Wayne Longo, Doug Eastwood, Steve Anthony, Amy Ferguson

Mayor Bloem called the meeting to order.

SAFE ROUTES TO SCHOOLS/SNOW CHALLENGES:

Mr. Briggs commented that it has been a challenging snow year and complimented the City on their job of handling the storms and keeping the streets open. He also explained that there were some unique challenges that came up this year and they are working on a transportation department committee to identify and debrief about some of the problems they had getting around the district. Some of the issues related to narrowness of streets and parking. There were also some berms that made some of the walkways challenging for the students. There were also a couple of paths used by pedestrians, particularly under I-90 on 15th Street, that were impassible. The school district will be inviting city staff to talk collectively with them about what they went through.

Mr. Ingalls responded that Tim Martin, the Streets Superintendent, would very much welcome working with the district's transportation director in trying to make things better. He further noted that the 15th Street underpass has been a priority for the city.

Ms. Wood stated that she, on behalf of the city, has been working through the Police Department with Monte McCully, the Trails Coordinator, for a resolution of the 15th Street issue. The city recently received a grant to focus on safe routes to schools.

Mr. Newby stated that he would like to explore an ordinance change that would require entities responsible for plowing in front of their establishments to also be required to remove the snow from their areas as it tends to accumulate on the sidewalks. He thinks with a little bit of concerted effort we could make less fortunate pedestrians and cyclists be able to utilize those bike paths and sidewalks, including riders of the Citylink buses.

PARTNERSHIP FOR PROFESSIONAL TECHNICAL TRAINING:

Ms. Bauman stated that the school district is very interested in promoting professional/technical education for their students. The “Hard Hats & Hammers” activity at the fairgrounds this week was a resounding success. One of the things they are doing is looking for possible partnerships within the city. Mr. Fredrickson stated that he and Ms. Bauman were exploring opportunities that might exist in some of the city’s industrial facilities.

Councilman McEvers asked if classes like wood shop and metal shop are still available. Ms. Bauman responded that the school district has some vocational programs, but they don’t have as many as they should have. Over the years those programs have faded away and been replaced with “softer” vocational programs. The district is poised to get back into that endeavor. A huge piece of that endeavor is apprenticeships. The district is looking at both vocational programs and moving kids out into the community. It is a big need in our community and across the nation. Ms. Bauman noted that only about 20% of their graduating seniors earn a 4 year degree.

Superintendent Amend confirmed that all three middle schools still have a wood shop. Ms. Brooks stated that any opportunity to partner to help students become aware of different opportunities in the public sector, either by mentoring or apprenticeships, is welcome.

Ms. Wood stated that the Police Department has a wonderful Explorer program in the high school and this year they have 24 Explorer candidates. Mr. Fredrickson reported that this year the city’s Wastewater Department had their first school senior come down and discuss using the Wastewater lab as an opportunity for his senior project.

WORKFORCE HOUSING:

Ms. Bauman stated that the school district has a very large workforce and they may be the second largest employer in the county. A large number of their employees fall into the workforce housing category. Housing in the area is a challenge and many employees are living in the Spokane Valley or a significant distance from their workplace. As a result, they often don’t stay with the district. There is also a disparity in wages between Washington and Idaho. The school district is interested in partnering with the city and looking at possible joint ventures. Ms. Bauman explained that teachers and staff that live in the community can connect with the kids on many different avenues. She thanked the city for their efforts and leadership in getting the dialogue started.

Councilman Kennedy reported that since the last joint meeting of the school district and the city, the city has formed the North Idaho Housing Coalition. The mission statement of the coalition is to be a catalyst for the development of a range of quality workforce housing options. The qualified income for workforce housing they are working with is between \$30,000 – \$60,000 per year. Two key points they are focused on are affordability and sustainability. The coalition will be engaging the school district as the process continues.

Ms. Brooks stated that she had received information in opposition to a development for workforce housing in the Fernan/Pennsylvania area. She was saddened by the material she received. The Mayor commented that she thinks people have a bias on workforce housing in general, and she thinks it is the result of misinformation more than anything else. Councilman Kennedy reported that one of the coalition's key missions is to offer home buyer education courses. They need to educate that workforce housing is for people such as teachers, firefighters and nurses.

Ms. Brooks asked when the process of education would begin. Councilman Kennedy responded that the coalition wants to be able to first define what the criteria for a workforce housing project are. The education process has included the coalition board in a lot of cases in that they have to understand the scope of what they can and can't do and what options are out there. Education is starting, but experience will be the best education.

Councilman Kennedy stated that in some cases workforce housing is a mixed use development. It isn't entirely geared towards home ownership. They are looking at a certain percentage of homes in each development being created for workforce housing. Councilman Kennedy further stated that there is a workforce housing project being started in mid-town as a partnership between LCDC and the Idaho Housing & Finance Administration. Once that project is done, they will have one picture of affordable workforce housing. He is looking forward to the opportunity to have the private sector understand the definition and come back with creative solutions.

SCHOOL PLANT & FACILITIES LEVY:

Mr. Amend stated that the school district is currently right in the middle of their efforts to get the information out about the school plant and facilities levy. He reminded everyone that starting next week the district will begin airing a 10 minute video that will include a lot of information about the levy. In addition, they will be sending a fact sheet to every registered voter in the school district about a week and a half before the election.

Mr. Amend explained that the present tax rate for schools in the Coeur d'Alene School District is \$1.15 per \$1,000 of assessed valuation of a house. It currently ranks near the bottom in tax rates, which is something the district is proud of. The school district's tax rate ranks 97th out of 115 school districts in Idaho. The average tax rate for large school districts is \$3.84 per \$1,000 in assessed valuation, and the average overall for school districts in Idaho is \$2.95 per \$1,000 in valuation.

Mr. Amend discussed the history of tax rates for schools in the district and stated that two years ago the district ran a school plant and facilities levy that did not pass. He explained that the

current levy cost of \$1.60 per \$1,000.00 of valuation will pay for two years of projects. At the end of two years, the projects are paid for. There is no long term debt in a school plant and facilities levy. The only long-term debt they have as a school is the tail end of the bond issue to build Lake City High School. Mr. Amend clarified that the \$1.60 is in addition to the current tax levy of \$1.15. The total tax levy if it passes would be \$2.75 per \$1,000.00 of assessed valuation.

Mr. Amend explained the projects which are a part of the plant and facilities levy, one of which is the rebuilding Lakes Middle School, including a brand new three-story building on the same site. The building would have an urban design, a smaller footprint than the existing building, and give the students more green space. The second big project will be a new elementary school built on 7 acres of property that the district already owns on the corner of Nez Perce and Atlas Road. The new elementary school will be the same prototype design as Fernan, Atlas and Skyway elementary schools, which would result in architectural fees savings. The district hopes to have the projects completed by the fall of 2009. In addition to the two projects, the district would also propose to buy property with some of the funds. Mr. Amend explained that the district needs to start being proactive in regard to planning for future schools. They will also keep a technology line item in the levy so they can rotate old computers out and upgrade infrastructure.

Mr. Amend stated that the total levy is for \$31.1 million and election day is May 20th. He further stated that all of the schools are polling sites, as well as NIC, Kootenai Medical Center, and Mica Grange. They need 55% approval for the levy to pass.

Mr. Amend explained that there are only two ways in the State of Idaho to raise money for new schools -- a levy or a bond. If the community doesn't support the levy or bond, the school buildings don't get built. Councilman McEvers asked if there was more sales tax generated, would the schools receive more money. Mr. Briggs responded that they would not, for the reason that the state has a high degree of control and impact on the monies that the school districts see. Those sales taxes go into the general fund of the state. The legislature identifies the amount of money they are putting toward all of the programs in the state, which is independent of the revenue source itself.

Mr. Amend explained that the school district has been working with about 200 people in the district on strategy for getting the information out to the voters. They have included as part of their information campaign the same elements that they used last year in the supplemental levy. Information will be provided in the mailer to registered voters and in the newspaper. They have also had about 40 meetings so far, and will also be having a community forum on Tuesday, the 29th, at Lakes Middle School. The public is invited and will have an opportunity to provide input and tour the school.

Ms. Bauman stated that there are two sides to the campaign, informational and persuasive. There are parents and others who are going to be running the persuasive side of the campaign as the school district cannot use taxpayer dollars to persuade people. The campaign committee, which is separate from the school district, raises private dollars, not taxpayer dollars, to run ads, radio spots, yard signs, etc.

Councilman McEvers asked about how the school district addresses school funding to people who are retired, or who don't have children. Ms. Wood stated that they talk about the future of this community and what we want our future leaders to be. Mr. Newby commented that one of the items that is most crucial to a community is the quality of its public education. Mr. Fredrickson further stated that the single largest natural resource this country has is its kids. Mr. Amend also commented that a lot of people have a sense of gratitude about what was provided for them and want a quality educational system.

Ms. Bauman stated that one myth she has heard is that the school district is building schools for "future growth." The reality is the children are here. The district has never had the philosophy of "if we build it, they will come."

Councilman Edinger asked how the school district is doing with regard to working with the legislature regarding impact fees. Mr. Amend responded that impact fees have been an agenda item at the legislature for about the last 15 years and, as of now, the legislature has not passed any statutes that would require impact fees from developers.

Ms. Brooks explained the reason why the district chose a school plant & facilities levy over a bond, which is because with a school plant & facilities levy you pay as you go and the district does not have to pay interest on it. This saves the taxpayers a lot of money.

Mr. Amend explained that if anyone has questions about the upcoming levy election, they can visit the school district website at www.cdaschools.org, or call 664-8241.

SORENSEN MAGNET SCHOOL UPDATE:

Ms. Bauman reported that Sorenson School was suffering from low enrollment and there was talk of closing the school a year or so ago. A creative win-win solution came about and they had interested parents and staff who came up with the idea of making Sorenson a magnet school for the fine arts. The district has learned that there is a demand for choice. Sorenson School has attracted boys and girls from out of the Sorenson zone. It currently has a waiting list and the programs that are running are full of life and energy. The children are engaged in the fine arts as well as academic programs. Their second 5th grade class next year will probably be moved into the district office because they are out of space. The school is having an auction on May 30th as a fund raiser. Principal David Miller has an opportunity to teach in Korea and will be leaving. Jim Gray will be the new principal. He is a passionate champion for the fine arts and a fine administrator. Ms. Bauman thanked the city for their support and also thanked the downtown businesses who have stepped up to help Sorenson be successful.

Councilman McEvers asked Ms. Bauman to explain what makes Sorenson a magnet school. Ms. Bauman stated that a magnet school includes the basics, plus fine arts. The students go to school for 45 minutes longer. They also learn reading and writing through the fine arts. They read about and write about the fine arts as well as experience them. It is a regular curriculum but through the lens of the arts. Councilman Kennedy asked if the district had to get a waiver from the State Board of Education. Ms. Bauman responded that they did not. The magnet school was authorized by the school board and as long as they adhere to the state standards, putting a twist on the curriculum is just fine.

Councilman Goodlander asked if there was talk about adding additional magnet schools to the system. Ms. Bauman responded that the district is looking at Lakes Middle School, and possibly the new schools. She further explained that magnet schools don't have to be focused on fine arts. They can also be science, technology, or foreign language. At the high school level, they might take on some of the technical trades.

IMPACT OF SCHOOL ON DOWNTOWN VITALITY:

Councilman Goodlander shared that a number of the studies that the URD has done define downtown urban schools as being important to downtown vitality. She appreciates the fact that the school district was willing to work with the neighborhoods. The studies continually show that urban schools can generate and keep downtowns viable and alive. Councilman Goodlander expressed appreciation to the school district their efforts in keeping the school going and making it such a success story.

Councilman Hassell stated that a number of urban renewal articles show that the closure of a school is the beginning of the decline of a neighborhood. It was important to the council to keep Sorenson open and the reason why they supported turning it into a magnet school.

THANKS TO CITY FOR THEIR ROLE IN THE 100% TEAM PARTICIPATION CERTIFICATES FOR ACTIVITIES/PROGRAMS DRUG TESTING:

Mr. Amend stated that the school district and the school board wanted to thank the City Council and staff for their partnership and support in adding visibility to the program they have where they recognize every high school team or activity whose players 100% volunteer for random drug testing. The district has had teams recognized this year and it is a great service to recognize the kids for doing the right thing.

SCHOOL RESOURCE OFFICER FOR LAKES MIDDLE SCHOOL:

Chief Longo proposed that the school district consider an additional School Resource Officer at Lakes Middle School. Mr. Amend stated that the district is currently beginning the budget process for next year. The School Resource Officer program is supported by the board and the staff. The relationships that are started with the officers allow them to manage the kids in a way that is positive and proactive.

FACILITY USE AGREEMENT:

Mr. Anthony commented that it is very fortunate that the City and the school district have a very special relationship that has served the community well over the years. They currently have about seven separate agreements with the school district for the use of facilities and are working on a new 10 year Joint Powers Agreement. They are hoping to have the details worked out and the agreement ready to present to the school board and council this summer.

Councilman Goodlander commented that other cities in the state are amazed by the relationship we have in regard to the joint use facilities and asked Mr. Anthony to explain how unique the relationship is. Mr. Anthony explained that he thought it started back with Fernan Elementary School. The Recreation Department had no place for programs to expand. As a result, they met together with school district personnel and came up with an idea that if the city could contribute

some funds and add some amenities to the school, it would be beneficial to both the school district and the city. Out of that process, the city was able to get a great use agreement where the city would be able to hold their programs after the school district programs were done. They are the only city and school district in Idaho that have been able to work together to that extent.

Ms. Brooks asked stated that the school district has a no smoking policy on school grounds and asked if the city has considered a no smoking policy in their parks. Mr. Eastwood responded that the city just implemented a no smoking ordinance for their natural areas, but it is quite difficult to not allow smoking in the parks because enforcement is an issue. Ms. Brooks commented that hopefully the issue of no smoking in parks would stay on the table and the city would continue to discuss it.

PROPERTY PARTNERSHIP OPPORTUNITIES:

Mr. Tymesen stated that the city has been working with the district's financial officer on a piece of property near the bus garage and that there are other pieces of school district property throughout the city that would be of interest to the city and which don't meet the needs of the school district. If there is something that comes together that makes sense, they would be happy to assist.

Councilman Edinger commented that he would like to see the city form a committee with the school district to talk about Persons Field. He would like come up with some kind of resolution where the city could possibly acquire the other portion of Persons Field.

Councilman Edinger, on behalf of the mayor and council, also expressed appreciation to Mr. Amend for his service to the community, the school district, and the citizens of Coeur d'Alene.

Councilman McEvers thanked the school district for televising their school board meetings.

Mayor Bloem stated that there is an opportunity to view the site of the Salvation Army center and suggested that in the next month or two a group might want to go out and tour the site. The construction is on schedule and they will be opening the center on Palm Sunday in 2009.

ADJOURNMENT: Motion by Edinger, seconded by Kennedy, to recess this meeting to April 21, 2007, at 12:00 p.m., for a Council Workshop regarding sidewalks.

The meeting adjourned at 6:50 p.m.

Sandi Bloem, Mayor

ATTEST:

Amy C. Ferguson, Deputy City Clerk

**A CONTINUED MEETING OF
THE COEUR D'ALENE CITY COUNCIL
HELD IN THE LIBRARY COMMUNITY ROOM
ON APRIL 21, 2008 AT 12:00 NOON**

The Mayor and City Council of the City of Coeur d'Alene met in continued session of said Council in the Library Community Room April 21, 2008 at 12:00 noon, there being present upon roll call a quorum.

Sand Bloem, Mayor

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

STAFF PRESENT: Amy Ferguson, Jon Ingalls, Gordon Dobler, Diana Booth, Ed Wagner, Tim Martin, Mike Gridley, Judy House, Dick Fields, Donna Childs, Pam MacDonald, Renata McLeod, Karen Haskew, Troy Tymesen, Robert Royce

GUESTS: Wendy Gallegos, Bob Healey, Tina Healey, Kathryn Kincel, Susie Snedaker, Jim Ackerson, Dan Gookin

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

WORKSHOP #2 - SIDEWALK REPAIRS: Jon Ingalls, Deputy City Administrator, reviewed the information that was presented to the Council at the last sidewalk workshop on April 14th. The Americans with Disabilities Act requires that city facilities be compliant with ADA requirements. In looking at the city's sidewalks, the city has miles of sidewalks that are in poor condition. Mr. Ingalls explained that it is not just about ADA – there are other good reasons to work on sidewalks. The city tries to be pedestrian friendly. In addition, there are liability issues for the owner as well as the city. Also, as the city does street overlays, the city staff puts pedestrian ramps on the corners, but those ramps don't do much good if you can't get down the street because the sidewalk is in poor shape.

Mr. Ingalls explained that Idaho Code 50-316 allows cities to establish ordinances that hold the owner responsible for the repair and maintenance of sidewalks. Coeur d'Alene has looked at other cities in Idaho, Montana, Oregon, and Washington, and in most instances the abutting owners are responsible for the repair of sidewalks. As such, it is not a unique situation.

Mr. Ingalls stated that we need some kind of a funding mechanism for the sidewalk repairs. Council had opted previously to do the repairs concurrent with the street overlay

program. Some of the concerns staff has heard are that it is a burden on property owners, it is difficult to manage the work, there are enforcement issues, costs to the owner and the city, as well as time line issues.

Mr. Ingalls reported that on March 19th, the city council asked staff to bring back some implementation alternatives, which was done at the workshop on April 14th. At that workshop, staff brought forward some alternatives that provide a systematic approach. At the workshop today staff will be presenting a 5th alternative.

The first alternative would allow work to be done in house concurrent with the street overlay, with some outside contracted work. The cost for the work would be charged back to the abutting property owners on some kind of a per foot basis. The second alternative was to form an LID. The sidewalk repairs would be designed and managed by the city, and the work would be contracted out. Some issues with both option 1 and option 2 are the difficulty in having to lien and the cost of putting a lien on property.

The third alternative was a modification of what the city is currently doing where the homeowners continue to manage and perform the work either through contractors or through their own efforts. Mr. Ingalls said that staff has heard from people saying they would welcome assistance in terms of the city creating some kind of a list of contractors who would be endorsed by the city.

The fourth alternative would actually change the ordinance and have the city be responsible for the maintenance and repair of sidewalks. The best cost estimate for this alternative is \$200,000 per year, plus one-time capital costs.

Mr. Ingalls suggested a fifth alternative, which would be the creation of an ADA Hazard Abatement Account with work to be done in house. The responsibility for sidewalk repairs will stay the same. Sidewalk work would be done in conjunction with the overlay at the city's expense. Mr. Ingalls suggested that the city could use foregone taxes since it would be a new benefit for citizens that is not being provided now. Mr. Ingalls explained that as the street overlay is done, the funds would be used to pay for the sidewalk repairs. He further explained that if home repairs or remodels are done that trigger a building permit in areas that are not in the overlay area, normal city ordinances would trigger repairs to sidewalks. By keeping the ordinance and sidewalk responsibility the way it is, the city would not be flooded with all the requests for sidewalk repairs at once. Mr. Ingalls stated that there is also an opportunity to use low and moderate income HUD funds for those repairs.

Councilman Kennedy asked in regard to foregone taxes, would this be referring to actual foregone taxes, or the money that the county over-collected that is sitting in the foregone account. Ms. Gabriel suggested that it could be either. Mr. Ingalls commented that the reason the foregone taxes idea came up is because the city is hearing from people that the repair of the sidewalks is something they would like the city to take care. It is something that hasn't been done in the past.

Mr. Tysen explained that the amount of money not received from the county that is included in the city's financial plan is \$378,492.99. The city will not receive that money unless it is specifically requested. If the city chooses not to request the money, it will come out of the city's cash flow. Mayor Bloem confirmed that the money was budgeted for and should have been collected and that the county error did not allow it to be collected.

Councilman Kennedy commented that it would appear to him that there is a fairness issue with Option 5 in that only those areas which are a part of the overlay would receive sidewalk repairs paid for by the city. He also suggested using the LCDC as a funding source for those sidewalks in the URDs.

Councilman Hassell stated that the reason he brought forward Option #5 is because it is something brand new that the city has not done previously. The city normally does not like to touch foregone taxes, but sidewalk repair is something that needs to be done. Enforcement would be voluntary in any area outside of the overlay zones. It would not preclude people from repairing their own sidewalks at any time or using the LCDC funds or HUD funds.

Councilman Edinger stated that he read in the paper that Post Falls is using foregone taxes for the emergency hiring of police officers, and that he felt using foregone taxes for sidewalk repair seems like a good plan since the sidewalks are a hazard. He suggested that the mayor and council ask LCDC to set aside funds for sidewalk repairs in the URDs. Mayor Bloem responded that if the Mayor and Council told the LCDC that sidewalk repair is a priority, they would look at it.

Mr. Tymesen explained that if the city chooses not to ask for the money in the county's foregone account, the city's financial plan will not have money to fund many new positions, if any.

Mr. Ingalls addressed the issue of fairness in regard to how Option #5 would work for citizens who don't have sidewalks. He explained that people look at sidewalks as a system with broad community benefit. Councilman Goodlander confirmed that the city would be asking everyone to help pay for sidewalk repairs even though those repairs might not be done on their sidewalks for quite awhile. Mr. Ingalls stated that whether or not sidewalk repair services happen in front of your house, it is a broad encompassing benefit that we all enjoy.

Councilman Edinger asked how many people the city would have to hire. Mr. Ingalls explained that when city staff looked at the issue, they started from a zero base and made brand new assumptions that they think are solid. Five thousand feet is the average year's scope of work. From that, you start building a crew. The cost estimate of \$200,000, divided by 5,000 lineal feet, is about \$40.00 a linear foot, which is probably about what a citizen would pay for a small repair. In answer to the question of why the city wouldn't be more competitive, Mr. Ingalls stated that part of the \$200,000 would include some part-time staff, but the city would also need to have some skilled people, so they would

probably need to hire both skilled labor, and part-time staff. When those people were not repairing sidewalks, they would be assisting the Street Department with snow removal.

Councilman Kennedy asked Mr. Gridley if the city was legally on safe ground in not aggressively pursuing sidewalk repair in non-overlay areas. Mr. Gridley stated that ADA says that you must have a plan for all of your sidewalks. As a practical matter, the Justice Department, which enforces ADA, has indicated that as long as you have a plan and are working it and doing something, you are probably okay. The other part of it would be complaint driven. Just like any other deficiency, the complaint would be sent to code enforcement and if there is a problem, code enforcement would take action to enforce it. Mr. Gridley stated that the city's liability concern is in regard to the federal government and what they have done in Missoula, Ada County, and a city in Oregon. The City of Coeur d'Alene is trying to stay legal and have a plan without having heavy enforcement come in from the government.

Councilman Goodlander asked what the impact would be on citizens if the city decided to do foregone taxes for the \$200,000.00.. Mr. Tymesen responded that it would be \$.05 per \$1,000.00 in assessed valuation.

Councilman Goodlander stated that she lives in downtown Coeur d'Alene and her neighbor has a sidewalk with large trees that have raised the sidewalk in front of her home about 8". She confirmed that the repair of her neighbor's sidewalk would be tied to the overlay. Councilman Goodlander's concern is that the city has sidewalks that are seriously damaged and wondered how the city is going to deal with those kinds of issues that pop up. Mr. Gridley confirmed that those issues would be dealt with the same as they are being dealt with today, and have been dealt with for years and years. It is complaint driven. If a complaint was received, the person would probably be cited and given notice that they have a certain amount of time to fix their sidewalks.

Mr. Ingalls stated that he thinks it is key to keep the sidewalk repair tied to the street overlay, for the reason that if it were not, the city could be flooded with calls for repairs.

Councilman Hassell stated that the advantage of Option #5 is that it starts something. The city may have some times when there is money left in the account that could be used to help those areas that need exceptional amounts of work. Option #5 does the least damage to people and the least damage to the city's budget. Councilman Hassell explained that the issue of the repair of sidewalks is a hazard in that ADA is creating a hazard to the city in terms of liability. Option #5 solves a lot of the problems without the city having to revamp all of their ordinances and all of their budget.

Mayor Bloem asked if the sidewalk repairs were funded, would this result in the city looking at priorities differently and looking at overlays in certain areas prompted because sidewalks need the work. Mr. Dobler responded that there could be a minor influence in that direction. Mayor Bloem asked where the older neighborhoods fit in regard to priority at this point. Mr. Dobler responded that the older streets typically are the ones

that are the most worn and the highest priority. He further confirmed that the city can still use LIDs to repair sidewalks.

Councilman Kennedy asked about the requirements for people who do not have sidewalks at all and who are on the overlay list. Would those people be required to put in sidewalks? Mr. Dobler responded that the ADA requires that facilities that are already here have to be brought up to standard, but there is no requirement to install new facilities. Mr. Ingalls stated that the city might want to fill in a spot or a key piece of sidewalk if the opportunity arises.

Mr. Dobler stated that LIDs could still be used for major street projects when there are enough facilities or enhancements to justify forming an LID.

Mr. Dobler confirmed that if the city goes with Option #5, they will not be replacing entire sidewalks in front of homes. They will only fix those portions of the sidewalks that are out of compliance. The costs for those repairs would be substantially less than if they did the sidewalks repairs through the private sector.

Mr. Ingalls explained that there will still be significant costs involved if the council opts to have the process remain as it is now.

MOTION by Goodlander, seconded by Hassell, that council pursue LCDC funding for sidewalk repairs within their districts, and direct staff to look at Alternative #5, and come back to council at the May 12th Public Works Committee meeting with a policy statement whereby council can move forward with in-house repair and hiring of additional staff in support of the sidewalk program, and providing for reimbursement of funds for those repairs that have already been completed.

DISCUSSION:

Council Edinger stated that he feels council should pursue all avenues of funding. Councilman McEvers asked if the city could find the money without using foregone taxes.

Ms. Gabriel explained that the city has very few overlays within the next few years that are within URD districts. As a result, looking at LCDC as a big funding source for the sidewalk repairs is unrealistic. She further explained that without asking the county for the money that is owed to the city, the city might not see any new positions at all. During the council's strategic planning, the council supported funding 18 new positions. With the implementation of Option #4, the city would be looking at a total of 20 new positions.

MOTION RESCINDED.

MOTION by Goodlander, seconded by Hassell, that council look at Option 5, "Create an ADA Hazard Abatement Account – Work Performed In-House (Ordinance and Sidewalk Responsibility Stays As Is)", and direct staff to prepare a

staff report for presentation at the Public Works meeting on May 12th ; further directing staff to send a letter to the owners that have been previously contacted regarding sidewalk repair instructing them not to move forward with sidewalk repairs at this time; and directing staff to provide information to the council regarding how they would use foregone taxes.

DISCUSSION: Mayor Bloem stated that this would allow for public input at both the Public Works meeting and at the City Council meeting. Councilman Goodlander stated that LCDC has been active for several years working on the mid-town area. They will continue to be involved in the mid-town sidewalk improvements.

VOTE: All in favor. Motion carried.

MOTION by Goodlander, seconded by Hassel to on the Council Agenda as an agenda item for May 6th that the city consider asking the county for the taxes that were inadvertently left off of the county tax rolls this year.

VOTE: All in favor. Motion carried.

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

The meeting adjourned at 1:24 p.m.

Sandi Bloem, Mayor

ATTEST:

Amy C. Ferguson
Deputy City Clerk

RESOLUTION NO. 08-022

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 CONTRACT WITH GENERAL INDUSTRIES, INC. FOR WWTP AMMONIA REDUCTION EQUIPMENT; AUTHORIZING THE TRANSFER OF RECORDS TO THE STATE ARCHIVES - COMMERCIAL BUILDING PERMIT FILES FROM DECEMBER 2004 TO JULY 2007; RATIFICATION OF A FUNDING APPROVAL AGREEMENT WITH HUD; APPROVAL OF A PROPERTY LINE WALL OPENING AGREEMENT WITH HARLAN AND MAXINE DOUGLASS, GRIDLEY PROPERTIES AND THE CITY; APPROVAL OF A CITIZEN PARTICIPATION PLAN HUD / CDBG FUNDING; APPROVAL OF CHANGE ORDER NO. 1 WITH CONTRACTOR'S NORTHWEST FOR THE INSTALLATION OF THE WWTP DIGESTER #2 COVER; AWARD OF BID AND APPROVAL OF A CONTRACT WITH SAFCO INC. FOR THE OPEN TRENCH SEWER LINE REPLACEMENT; APPROVAL OF PUD-3-06 – AGREEMENT WITH ACTIVE WEST, LLC FOR MEADOW RANCH SUBDIVISION AND AWARD OF BID AND APPROVAL OF A CONTRACT WITH PLANNED AND ENGINEERED CONSTRUCTION FOR THE CIPP (CURED IN PLACE PIPE) SEWER LINE REHABILITATION PROJECT.

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

- 1) Approval of a Contract with General Industries, Inc. for WWTP Ammonia Reduction Equipment;
- 2) Authorizing the Transfer of Records to the State Archives - Commercial Building Permit files from December 2004 to July 2007;
- 3) Ratification of a Funding Approval Agreement with HUD;
- 4) Approval of a Property Line Wall Opening Agreement with Harlan and Maxine Douglass, Gridley Properties and the City;
- 5) Approval of a Citizen Participation Plan HUD / CDBG Funding;
- 6) Approval of Change Order No. 1 with Contractor's Northwest for the Installation of the WWTP Digester #2 Cover;
- 7) Award of Bid and Approval of a Contract with Safco Inc. for the Open Trench Sewer Line Replacement;
- 8) Approval of PUD-3-06 – Agreement with Active West, LLC for Meadow Ranch Subdivision;
- 9) Award of Bid and Approval of a Contract with Planned and Engineered Construction, Inc. for the CIPP (Cured in Place Pipe) Sewer Line Rehabilitation Project;

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 9" 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 May, 2008.

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 _____.

**CITY COUNCIL
STAFF REPORT**

DATE: May 6, 2008
FROM: David E. Shults, Capital Program Manager **DES**
SUBJECT: Agreement with General Industries for Installation of WWTP Ammonia Reduction Equipment

=====

DECISION POINT:

Council approval is requested to accept the bid and to enter into agreement with General Industries to install the city’s prepurchased ammonia reduction equipment according to specifications titled “Integrated Fixed-Film Activated Sludge Media Equipment Installation” for a cost of \$39,230.24.

HISTORY:

The City prepurchased ammonia reduction equipment that is expected to improve the treatment plant’s ability to comply with current permit requirements for ammonia discharge. When installed, these improvements will be evaluated as part of a pilot test program that will ultimately be useful in selecting the process facilities for the next treatment plant upgrade to address new and more rigorous discharge requirements. The equipment prepurchased from Entex Technologies consists of five modules that will be installed in existing process tanks that will promote the biological conversion of ammonia.

HDR Engineering developed specifications for the installation and connection of the modules. Five local contractors provided quotes for the specified work. General Industries, Inc. of Spokane Valley submitted the low bid. Bids ranged from \$39,230 to \$54,400. The engineer’s estimate is \$45,200. Wastewater staff reviewed the work with General Industries, and believes the company is fully capable of performing the work for the bid amount.

FINANCIAL ANALYSIS:

Prepurchase of five Entex Modules	\$224,433
Design and Construction Engineering	79,744
Contractor Installation of Modules	<u>39,230</u>
Total	\$343,407

Funding The current city financial plan anticipates \$3 million expenditure for pilot studies.

DISCUSSION:

The City’s wastewater consultant, HDR Engineering, recommends pilot testing of the equipment manufactured by Entex. The City prepurchased the equipment, which consists of stainless steel frames and air diffusers with fabric media that promotes the specific biological growth that converts ammonia nitrogen to an acceptable waste product. General Industries provided the low bid for installation of the equipment according to specifications developed by HDR Engineering. Award of the work to General

Industries could result in enhanced ammonia control as early as July 2008, which coincides with the City's existing discharge permit requirement for ammonia control.

DECISION POINT/RECOMMENDATION:

Council approval is requested to accept the bid and to enter into agreement with General Industries to install the city's prepurchased ammonia reduction equipment according to specifications titled "Integrated Fixed-Film Activated Sludge Media Equipment Installation" for a cost of \$39,230.24.

des1247

CONTRACT

THIS AGREEMENT, made and entered into this **6th** day of **May, 2008**, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Idaho, hereinafter referred to as the "**CITY**", and **General Industries, Inc.**, a corporation duly organized and existing under and by virtue of the laws of the state of **Washington**, with its principal place of business at **814 S. Dishman Road, Spokane, WA 99206**, hereinafter referred to as "**CONTRACTOR**",

W I T N E S S E T H:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for: **Integrated Fixed-film Activated Sludge Media Equipment Installation**, according to Contract Documents on file in the office of the City Clerk of said city, which documents are entitled: "**Integrated Fixed-film Activated Sludge Media Equipment Installation**" and are incorporated herein by reference.

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

The **CONTRACTOR** shall employ appropriate means to prevent accidents and shall save the city harmless from all claims for injury to person or property resulting from the **CONTRACTOR'S** actions or omissions in performance of this agreement. The **CONTRACTOR** shall purchase and maintain insurance of the type and the amount specified in the Contract Documents. Certificates of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policies shall be filed in the office of the City Clerk.

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

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

The **CITY** shall pay to the **CONTRACTOR** for the work, services and materials herein provided to be done and furnished by it, the sum of **\$39,230.24**, as hereinafter provided. 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.

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 by the Final Completion Time submitted in **Section 00310 - Bid Schedule**, 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.

CONTRACTOR shall submit applications for payment in accordance with the General Conditions.

The **CONTRACTOR** further agrees: In consideration of securing the business of manufacturing the work to be supplied 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.

For the faithful performance of this agreement in accordance with the Contract Documents and payment for all labor and materials, the **CONTRACTOR** shall execute good and sufficient performance bond and payment bond 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 terms "Project Manual" and "Contract Documents" are defined in Section 00700 of the Project Manual, entitled "Standard General Conditions for Procurement Contracts".

THIS AGREEMENT, 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

CONTRACTOR:
General Industries, Inc.

By: _____
Sandi Bloem, Mayor

By: _____
Title: _____

ATTEST:
By: _____
Susan K. Weathers, City Clerk

ATTEST:
By: _____
Title: _____

SUBMIT COMPLETED TRANSFER FORM TO:

1. Page ____ of ____

STATE ARCHIVES, Idaho State Historical Society, 2205 East Old Penitentiary Road, Boise, Idaho 83712-8250

(208) 334-2620 (phone)

(208) 334-2626 (fax)

swalker@ishs.state.id.us (e-mail)

<http://idahohistory.net/SHRAB.html> (web site)

TRANSFER OF RECORDS TO STATE ARCHIVES

2. STATE AGENCY/LOCAL GOVERNMENT NAME <i>City of Coeur d'Alene</i>		3. ARCHIVES CODE (State Archives Use Only)		Please Type or Print Please attach sheets containing additional information about the folder contents of each box. Please list sequential box number, folder number and/or title, inclusive date span. Transfer only inactive records that have a permanent retention and are not of the current year.	STATE ARCHIVES USE ONLY	
OFFICE/DEPARTMENT NAME & ADDRESS (please include building, street address, city zip code) <i>Building Department 710 E. Mullan Ave Coeur d'Alene ID 83814</i>		4. RESTRICTIONS			BOX COUNT	DATE RECEIVED
5. VOLUME / BOX NUMBER		6. DESCRIPTION OF RECORDS SERIES (Type of records in each box)		7. RECORDS ID NO. State Archives Use Only	8. INCLUSIVE YEAR DATES FROM TO	
VOLUME IN CUBIC FEET	SEQUENTIAL NUMBER					
<i>Box 1</i>		<i>Commercial files 105380-105740</i>			<i>10/04</i>	<i>12/04</i>
<i>Box 2</i>		<i>Commercial files 15516-103818</i>			<i>7/03</i>	<i>7/04</i>
<i>Box 3</i>		<i>Commercial files 104679-105197</i>			<i>9/04</i>	<i>9/04</i>
<i>Box 4</i>		<i>Commercial files 103058-104635</i>			<i>7/05</i>	<i>9/05</i>
<i>Box 5</i>		<i>Commercial files 104600-105188</i>			<i>5/05</i>	<i>8/05</i>
<i>Box 6</i>		<i>Commercial files 106179-111030</i>			<i>1/05</i>	<i>1/07</i>
<i>Box 7</i>		<i>Commercial files 108545-109656</i>			<i>10/05</i>	<i>5/06</i>
<i>Box 8</i>		<i>Commercial files 108618-111183</i>			<i>12/05</i>	<i>5/07</i>
<i>Box 9</i>		<i>Commercial files 14917-108681</i>			<i>4/03</i>	<i>10/06</i>
<i>Box 10</i>		<i>Commercial files 15649-111980</i>			<i>7/03</i>	<i>8/07</i>
<i>Box 11</i>		<i>Commercial files 103741-111146</i>			<i>7/04</i>	<i>7/07</i>
10. TRANSFER DATE	11. NAME (Please Print) & SIGNATURE OF PERSON RELEASING RECORD name _____ signature _____		12. DEPARTMENT CONTACT NAME (PRINT) <i>Linda Wilson</i>		SHELVED BY	DATE
					CHECKED BY	DATE
13. TELEPHONE NUMBER <i>208 7692394</i>		14. EMAIL ADDRESS <i>lindaw@cdaid.org</i>		How many additional archival boxes are needed??		



STATE of IDAHO
BOARD of EDUCATION

SUBMIT COMPLETED TRANSFER FORM TO:

1. Page ____ of ____

STATE ARCHIVES, Idaho State Historical Society, 2205 East Old Penitentiary Road, Boise, Idaho 83712-8250

(208) 334-2620 (phone)

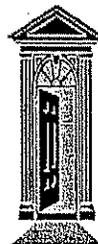
(208) 334-2626 (fax)

swalker@ishs.state.id.us (e-mail)

<http://idahohistory.net/SHRAB.html> (web site)

TRANSFER OF RECORDS TO STATE ARCHIVES

2. STATE AGENCY/LOCAL GOVERNMENT NAME <i>City of Coeur d'Alene</i>		3. ARCHIVES CODE (State Archives Use Only)		Please Type or Print Please attach sheets containing additional information about the folder contents of each box. Please list sequential box number, folder number and/or title, inclusive date span. Transfer only inactive records that have a permanent retention and are not of the current year.		STATE ARCHIVES USE ONLY	
OFFICE/DEPARTMENT NAME & ADDRESS (please include building, street address, city zip code) <i>Building Department 710 E. Mullan Ave Coeur d'Alene ID 83814</i>		4. RESTRICTIONS				BOX COUNT	DATE RECEIVED
						Received By (Name/Title)	
5. VOLUME / BOX NUMBER VOLUME IN CUBIC FEET SEQUENTIAL NUMBER		6. DESCRIPTION OF RECORDS SERIES (Type of records in each box)		7. RECORDS ID NO. State Archives Use Only	8. INCLUSIVE YEAR DATES FROM TO		9. LOCATION IN STATE ARCHIVES
<i>Box 12</i>		<i>Commercial files 108508-109239</i>			<i>12/05 8/06</i>		
<i>Box 13</i>		<i>Commercial files 107279-108715</i>			<i>12/05 9/06</i>		
<i>Box 14</i>		<i>Commercial files 107638-108531</i>			<i>9/05 9/05</i>		
<i>Box 15</i>		<i>Commercial files 15914-109987</i>			<i>4/05 6/07</i>		
<i>Box 16</i>		<i>Commercial files 15449-107814</i>			<i>5/05 3/07</i>		
<i>Box 17</i>		<i>Commercial files 67655-106952</i>			<i>5/05 12/05</i>		
<i>Box 18</i>		<i>Commercial files 108656-113171</i>			<i>2/06 4/07</i>		
<i>Box 19</i>		<i>Commercial files 112653-113062</i>			<i>8/07 4/07</i>		
<i>Box 20</i>		<i>Rolled Plans Commercial 102928 11356</i>			<i>9/06 6/07</i>		
10. TRANSFER DATE	11. NAME (Please Print) & SIGNATURE OF PERSON RELEASING RECORD name _____ signature _____			12. DEPARTMENT CONTACT NAME (PRINT) <i>Linda Wilson</i>		SHELVED BY	DATE
						CHECKED BY	DATE
13. TELEPHONE NUMBER <i>208-769-2394</i>				14. EMAIL ADDRESS <i>lindaw@cdaid.org</i>		How many additional archival boxes are needed??	



STATE of IDAHO
BOARD of EDUCATION

**CITY COUNCIL
M E M O R A N D U M**

DATE: APRIL 29, 2008

FROM: RENATA MCLEOD, PROJECT COORDINATOR

RE: RATIFICATION OF FUNDING APPROVAL AGREEMENT

DECISION POINT: To ratify the attached Funding Approval Agreement with the Department of Housing and Urban Development (HUD), authorizing Community Development Block Grant (CDBG) funding in the amount of \$304,576.00.

HISTORY: On October 16, 2007, the City Council authorized the Consolidate Plan, which was the beginning step in receiving the direct allocation of HUD CDBG funding. The Federal Government has allocated and released this years program funding. The City of Coeur d'Alene has completed the applicable required plans, established this year's action plan, therefore, funds will be released upon receipt of the signed agreement. The agreement was received on April 15, 2008, with an attached letter stating that the agreement be returned within two weeks. In order to meet that deadline the document was signed and returned to HUD.

FINANCIAL ANALYSIS: The agreement allows the \$304,576.00 allocation to be released to the City of Coeur d'Alene.

PERFORMANCE ANALYSIS: Ratifying this agreement will provide the proper documentation of this process.

DECISION POINT/RECOMMENDATION: Ratify the attached Funding Approval Agreement with the Department of Housing and Urban Development, authorizing CDBG funding in the amount of \$304,576.00.



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
BOISE FIELD OFFICE • REGION X
800 PARK BOULEVARD • SUITE 220 • BOISE, ID 83712-7743
PHONE: (208) 334-1990 • FAX: (208) 334-9648

OFFICE OF FIELD POLICY
AND MANAGEMENT

April 8, 2008

The Honorable Sandi Bloem
Mayor, City of Coeur d'Alene
Attn: Renata McLeod
710 Mullan Avenue
Coeur d'Alene, ID 83814

Dear Mayor Bloem:

SUBJECT: Program Year 2008 Action Plan Funding

I am pleased to provide Coeur d'Alene's 2008 funding based on the Consolidated and Annual Action Plans submitted by the city. The city's approved funding for the 2008 program year is:

- B-08-MC-16-0007: Community Development Block Grant (CDBG) in the amount of \$304,576

Enclosed are three originals of the grant agreement that will enable HUD to make the funds available to the city. Please complete the grant agreement by signing and dating each of the documents (in original signature). Please return two signed copies to the Portland HUD office within two weeks and retain one for your records.

This funding approval is not a determination that the eligibility and statutory objectives of the authorizing legislation will be met by the proposed activities. It is primarily the responsibility of the city to ensure that funded activities meet these and all other applicable program requirements.

We look forward to working with the city on the effective implementation of the activities described in your Consolidated and Annual Action Plans. If you have questions, please contact Doug Carlson, CPD Director, at (971) 222-2612 or Lisa Frack, CPD Representative, at (971) 222-2614.

Sincerely,

Martha Dilts
Acting Field Office Director

Enclosures

Cc: Doug Carlson, Director, HUD Office of Community Planning and Development, Portland Field Office

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)

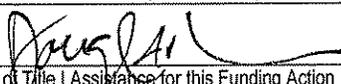
U.S. Department of Housing and Urban Development

Office of Community Planning and Development
Community Development Block Grant Program

HI-00515R of 20515R

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Coeur d'Alene	3. Grantee's 9-digit Tax ID Number 826000176	4. Date use of funds may begin (mm/dd/yyyy) 04/08/2008
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) City of Coeur d'Alene 710 Mullan Avenue Coeur d'Alene, ID 83814	5a. Project/Grant No. 1 B-08-MC-16-0007	6a. Amount Approved \$304,576
	5b. Project/Grant No. 2	6b. Amount Approved
	5c. Project/Grant No. 3	6c. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Douglas Carlson	Grantee Name Honorable Sandi Bloem
Title Director, Community Planning & Development	Title Mayor
Signature 	Date (mm/dd/yyyy) 4/11/08
	Signature 
	Date (mm/dd/yyyy) 4-18-08

7. Category of Title I Assistance for this Funding Action (check only one) <input checked="" type="checkbox"/> a. Entitlement, Sec 106(b) <input type="checkbox"/> b. State-Administered, Sec 106(d)(1) <input type="checkbox"/> c. HUD-Administered Small Cities, Sec 106(d)(2)(B) <input type="checkbox"/> d. Indian CDBG Programs, Sec 106(a)(1) <input type="checkbox"/> e. Surplus Urban Renewal Funds, Sec 112(b) <input type="checkbox"/> f. Special Purpose Grants, Sec 107 <input type="checkbox"/> g. Loan Guarantee, Sec 108	8. Special Conditions (check one) <input checked="" type="checkbox"/> None <input type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 11/15/2008	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number	
		9b. Date Grantee Notified (mm/dd/yyyy) 04/8/2008		
		9c. Date of Start of Program Year (mm/dd/yyyy) 01/01/2008		
11. Amount of Community Development Block Grant				
a. Funds Reserved for this Grantee		FY (2008) 304576	FY ()	FY ()
b. Funds now being Approved		304576		
c. Reservation to be Cancelled (11a minus 11b)				

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: April 15, 2008

FROM: Ed Wagner, Building Services Director

SUBJECT: Property Line Wall Opening Agreement with Douglass and Gridley

DECISION POINT

Provide the full City Council with a recommendation approving an agreement with Harlan and Maxine Douglass, Gridley Properties, and the City.

HISTORY

Current tenant Joe Hamilton (Pilgrims Market, JDH Inc) located at 1316 N 4th Street, in the Douglass building is proposing to expand into the southerly adjacent Gridley Properties building with an opening in the existing exterior building wall of each separate building. These walls are located on their respective property lines separated by approximately 1-inch air-space. The Building Code does not allow openings in these walls when located on the property line.

FINANCIAL ANALYSIS

This agreement should not result in any costs to the City.

PERFORMANCE ANALYSIS

This agreement will allow the current tenant to expand into the adjacent building and establish provisions for maintenance and in-fill of the openings with required fire-resistive construction materials if/when this tenant agreement is terminated.

SUMMARY / RECOMMENDATION

Recommend that the full City Council approve the agreement with Harlan and Maxine Douglass, Gridley Properties, and the City.

AGREEMENT

THIS AGREEMENT is made and entered into this 30 day of March 2008, by and between the CITY OF COEUR D'ALENE, IDAHO, hereinafter called the "City", GRIDLEY PROPERTIES, hereinafter called "Gridley", HARLAN and MAXINE DOUGLASS, husband and wife, hereinafter called "Douglass, and JDH INC, hereinafter called JDH.

THIS AGREEMENT is also the **First Amendment to Lease** (this "**amendment**") and is made and entered into this 30 day of March, 2008 to the lease document dated the 7th day of March 2006, by and between HARLAN D. DOUGLASS and MAXINE H. DOUGLASS, husband and wife, ("**Landlord**"), and J.D.H. INC., an Idaho Corporation ("**Tenant**"). Landlord leased to tenant and tenant leased from landlord certain real property located at and commonly known as 1312-1320 N 4th Street, Coeur d'Alene, Idaho which is more particularly described in said agreement (the "**Premises**").

THIS AGREEMENT is also the **First Amendment to Lease** (this "**amendment**") and is made and entered into this 30 day of March, 2008 to the lease document dated the 14th day of December 2007, by and between GRIDLEY PROPERTIES, ("**Landlord**"), and J.D.H. INC., an Idaho Corporation ("**Tenant**"). Landlord leased to tenant and tenant leased from landlord certain real property located at and commonly known as 1302-1310 N 4th Street, Coeur d'Alene, Idaho which is more particularly described in said agreement ("**This Lease**").

WITNESSETH

WHEREAS, Douglass is the owner of land lying in Lots 10 and 11 in Block 8, Simms Addition to the town of Coeur d'Alene, County of Kootenai, State of Idaho, Parcel#C-8280-008-010-A; and

WHEREAS, a building owned by Douglass on the previously described land, and leased and occupied by JDH, and is known as 1312-1320 N 4th Street, and for which the south wall is located immediately adjacent to the north wall of the building owned by Gridley described below; and

WHEREAS, Gridley is the owner of land lying in Lots 4,5,6,7,8, & 9, Block 8 Simms addition to the town of Coeur d'Alene, County of Kootenai, State of Idaho; and

WHEREAS, a building owned by Gridley on the previously described land, and leased and occupied by JDH, and is known as 1302-1310 N 4th Street, and for which the north wall is located immediately adjacent to the South wall of the building described above owned by Douglass.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by JDH, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1- JDH hereby covenants and agrees to construct an opening in the existing two (2) adjacent two-hour fire walls and provide a listed and tested 90-minute automatic-closing fire door assembly to secure the opening in the event of a fire or the detection of smoke in either tenant space or building.

- 2- JDH hereby covenants and agrees to service, test, and maintain said fire door assembly in a manner compliant with current city adopted fire and building codes.
- 3- JDH shall have an affirmative duty to notify the City of this agreement in the event of the termination or expiration of it's' lease with either Gridley or Douglass.
- 4- JDH hereby covenants and agrees, in the event of lease termination or expiration with either Gridley or Douglass or both, to secure a City building permit to remove the fire door assembly and return each building 2-hour fire walls to pre-existing fire ratings using (2) courses of (8) inch thick concrete masonry units or another material approved by and compliant with City current adopted building codes and any applicable ordinances. If at any time JDH obtains a City building permit to remove the fire door assembly and rebuild the 2-hour CMU walls compliant with City current adopted building codes and ordinances to the two buildings, this agreement shall terminate and be of no further effect.
- 5- JDH, DOUGLASS and GRIDLEY hereby covenants and agrees that they will hold the City harmless in any situation arising from this document or any issues that comprise the topic of this agreement.
- 6- The City hereby covenants and agrees that it will not penalize, fine or sanction, in either a civil or criminal action, JDH and or GRIDLEY and or DOUGLASS for failing to retain the existing (2) 2-hour fire walls that now separate the two adjacent buildings nor shall the City require JDH and or Gridley

and or Douglass to remove the fire door assembly, so long as said lease agreements are in effect.

7- This agreement shall be considered as a covenant running with the land and the buildings and shall bind parties and their respective successors, heirs and assigns. This covenant may only be removed upon the agreement of the City or upon removal of the fire door assembly and replacement of the (2) CMU walls built in compliance with City current adopted building and fire codes and ordinances by JDH.

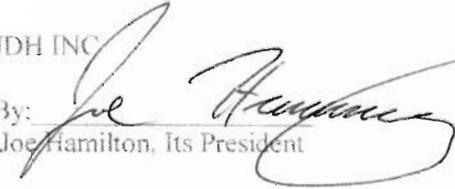
8- The City, JDH, Gridley and Douglass shall each have the option and the right to enforce by any proceedings at law or in equity all provisions of this agreement. The method of enforcement may include legal action seeking an injunction to prohibit any violation, to recover damages or both. Failure by any party to enforce any such provisions shall in no event be deemed a waiver of the right to do so thereafter. Should any lawsuit or other legal proceeding be instituted against any party, the prevailing party in such proceeding shall be entitled to reimbursement for the costs of such proceeding, including reasonable attorney's fees. Venue for any proceeding at law or in equity to enforce this agreement shall be brought in the First Judicial District of Idaho, Kootenai County Idaho.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day
and year first hereinabove written.

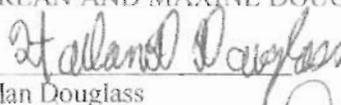
CITY OF COEUR D'ALENE

By: _____
Sandi Bloem, Mayor

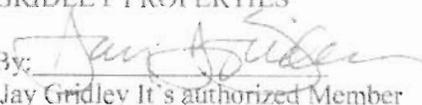
JDH INC

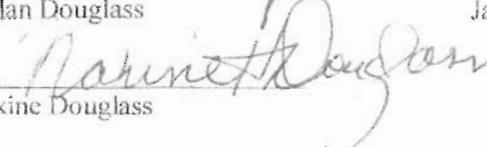
By: 
Joe Hamilton, Its President

HARLAN AND MAXINE DOUGLAS

By: 
Harlan Douglass

GRIDLEY PROPERTIES

By:  PARTNER
Jay Gridley It's authorized Member

By: 
Maxine Douglass

**GENERAL SERVICES COMMITTEE
M E M O R A N D U M**

DATE: APRIL 3, 2008

FROM: RENATA MCLEOD, PROJECT COORDINATOR

RE: CITIZEN PARTICIPATION PLAN

DECISION POINT:

- **To approve the attached citizen participation plan for use of Community Development Block Grant dollars.**

HISTORY: In 2003 the City of Coeur d'Alene approved Resolution 04-019, approving a citizen participation plan specific to Idaho Community Development Block Grant (ICDBG) dollars. Since the City of Coeur d'Alene is going to received direct CDBG allocations from HUD, there were some changes that needed to be made to the plan. The attached participation plan has been approved by HUD and meets all of the Federal requirements.

FINANCIAL ANALYSIS: Possible expenses include advertising and marketing hearings and workshops, these costs will be paid out of the CDBG administration funds.

PERFORMANCE ANALYSIS: The Citizen Participation Plan is an important part of the annual allocation plan for the CDBG dollars as well as the Consolidated Plan process that will take place every 5 years. The more public involvement in the planning process the more the City is able to meet the needs of the community.

DECISION POINT/RECOMMENDATION:

- **To approve the attached citizen participation plan for use of Community Development Block Grant dollars.**

City of Coeur d'Alene Citizen Participation Plan

In 2007, the City of Coeur d'Alene became eligible to receive the federal Community Development Block Grant, or CDBG. CDBG is administered at the federal level by the U.S. Department of Housing and Urban Development (HUD). CDBG dollars can be used by cities to address a variety of housing and community development needs within their jurisdictional boundaries.

In order to receive the CDBG, cities must prepare a report called a Consolidated Plan which they will review and update every three to five years. The Consolidated Plan report examines the housing and community development needs of a city, sets priorities for HUD grant monies to which a city is entitled and establishes an annual action plan for meeting current and future needs. Each Consolidated Plan is also required to have a strategy for citizen participation in the Consolidated Planning process.

This document represents the City of Coeur d'Alene's Citizen Participation Plan, which outlines the steps to be taken to assure that its citizens have an opportunity to contribute ideas and information on housing and community development issues to the City's consolidated Planning process and each annual action plan. This Citizen Participation Plan was drafted in accordance with Sections 91.100, 91.105, and 91.505 of HUD's Consolidated Plan regulations.

Citizen Involvement

The Consolidated Plan and Action Plan offers many opportunities for citizen participation. The City will encourage participation of persons with special needs and/or persons who are often underrepresented in public process - e.g., low-income, persons with disabilities, persons who are homeless.

Public forums will be utilized to solicit public input. For the Consolidated Plan, approximately three (3) public meetings will be held during the development of the Plan in various locations throughout the City, with an emphasis on low and moderate income areas. Forums should be held at various locations to insure easy access to the community, the following are possible locations; *the Police Station to the North, City Hall to the South, Fire Station 3 to the East, Lake City Senior Center to the West, additional locations may include The Kroc Community Center (North), the Library (South), Head Start Center (East), and North Idaho College (West)*. All locations will be accessible to persons with disabilities. A minimum of one forum will be held during the day to accommodate persons with disabilities, seniors, and others who have limited ability to attend evening meetings. The City will provide appropriate materials, equipment, and interpreting services to facilitate the participation of non-English speaking person and persons with visual and/or hearing impairments, with at least seven (7) days advance notice prior to the meeting date.

Citizens will be informed of the forums using many methods, including distribution of E-mails, brochures, personal contact with agencies and advocates, announcements on the City's website and CDATV channel, and City press releases.

During the Consolidated Plan process, a housing survey of Coeur d'Alene residents will be distributed through relevant organizations and stakeholders, available on the City's website and at City Hall.

During the Action Plan development, one public forum will be conducted to inform residents of how CDBG was used in past program years, and to collect citizen input about current needs and spending priorities. The forum will be held in a location that is accessible to persons with disabilities.

The City will provide its citizens and other interested individuals and organizations with reasonable and timely access not only to meetings and hearings being held for the purpose of developing these Plans, but also to the records, documents and other information utilized by the City to develop and/or report on the outcomes of the Plans. The public comment period notification will be published between two and three weeks before the Draft Consolidated Plan and/or Action Plan comment period begins.

Public hearings

The City will conduct at least two (2) public hearings before the City Council during the plan year, each of which will occur at a different stage of the Consolidated Plan/Action Plan development process. One public hearing will be held in the City Council Chambers to present the Consolidated Plan goals and priorities and the proposed annual allocation of funding among housing and community development activities. This hearing will be held during the thirty (30) day public comment period. All comments received at this hearing will be considered and incorporated into the Consolidated Plan and Annual Action Plan. Also included in the Final Consolidated Plan will be a summary of all comments not incorporated and their reasons for dismissal.

A second public hearing will be held during development of the Consolidated Plan and/or Action Plan to receive public and stakeholder input about community needs and funding allocations. Hearings will be held during regularly held City Council meetings, during the evening so that a majority of the community can attend. The locations where the hearings will be held will be accessible to persons with disabilities. The City will provide appropriate materials, equipment, and interpreting services to facilitate the participation of non-English speaking persons and persons with visual and/or hearing impairments, with at least seven (7) days advance notice prior to the hearing date.

Public Comment

The City will make the Draft Consolidated Plan, Annual Action Plan and Executive Summaries available to interested parties for a comment period of no less than thirty (30) days.

The public comment period notification will be published between two and three weeks before the Draft Consolidated Plan and/or Action Plan comment period begins.

The Draft Consolidated Plan and Annual Action Plan will contain the amount of CDBG assistance the City expects to receive and the activities that are planned for each Consolidated Planning period and for upcoming program years.

The entire Draft Consolidated Plan and Annual Action Plan will be available at City Hall during the full public comment period. The Draft Consolidated Plan and Action Plan will also be available for viewing on the City's website, www.cdavid.org . Hard copies of the Executive Summaries will be available to the public upon request.

Citizens or groups who have attended any of the forums or public hearings will be notified by mail or email of the Consolidated Plan's and Action Plan's availability for comment.

The City will openly consider any comments of individuals or groups received in writing during the Consolidated Planning process or at public hearings. A summary of the written and public hearing comments will be included in the Final Consolidated Plan and Annual Action Plan. Also included in the Final Consolidated Plan will be a summary of all comments not incorporated and their reasons for dismissal.

The City will provide a substantive written response to all written citizen complaints related to the Consolidated Plan, Action Plan, amendments and the CAPER (see below) within fifteen (15) working days of receiving the comments and complaints. Copies of the complaints, along with the City's response will be sent to HUD if they occur outside of the Consolidated Planning process and, as such, do not appear in the Consolidated Plan.

Consolidated Annual Performance and Evaluation Report (CAPER).

Before the City submits a Consolidated Plan Annual Performance and Evaluation Report (CAPER) to HUD, the City will make available to interested parties the proposed CAPER for a comment period of no less than fifteen (15) days. The notification will appear on the City's website and through a press release. The notification will be published between two and three weeks before the CAPER comment period begins. The City shall consider comments or views of citizens receding in writing or orally at public hearing in preparing the performance report. A summary of these comments or views will be attached to the report.

The CAPER will be available for review at City Hall during the full public comment period and on the City's website at www.cdavid.org .

Consultation with Organizations and City Agencies

When preparing the Consolidated Plan, the City will actively consult with public and private agencies that provide housing, health and social services (including those

focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless persons) in order to ensure that the interests and needs of all groups are being adequately addressed. Additionally, the City shall consult with state and local health and child welfare agencies and examine data related to lead-based paint hazards and poisonings, including health department data on the addresses of housing units in which children have been identified as lead poisoned. This consultation will occur through the regional forums, interviews and/or focus groups conducted with such organizations including those that provide services to special needs populations and incorporation of data and reports produced by such organizations into the Consolidated Plan. At least one focus group or series of interviews with relevant stakeholders will be conducted during the Consolidated Plan and Annual Action Plan.

The City, through its Administration Department and/or their designated consultant, will also provide technical assistance to individuals, and organizations representing low, very low and extremely low income people, who are interested in submitting a proposal to obtain funding for an activity. Such assistance may include offering application guidance, informational resources and trainings regarding the funded programs, but will not include preparing proposals on behalf of such individuals or organizations, nor may it provide any assurances that activities discussed will receive funding under an Action Plan as a result of the City's provision of technical assistance.

Access to Records

As noted previously in this Plan, citizens will have reasonable and timely access to all documents related to the Consolidated Plan. Copies of the Consolidated Plan will be available for review in Administration Department of the City of Coeur d'Alene and for download in an electronic version, at no costs, from the City's web site at www.cdavid.org.

Once the Consolidated Plan is approved by the HUD Field Office, a file copy and other records regarding the Consolidated Plan process will be maintained, as required by statute, at the City of Coeur d'Alene Administration Department for at least five (5) years.

Policy to Minimize Displacement

The City will make every reasonable effort to avoid displacement or, where that is not possible, to minimize the number of person displaced by activities funded through the federal resources described in its Consolidated Plan and Action Plans. In the event that a person is displaced in undertaking an activity, assistance will be offered in accordance with the City of Coeur d'Alene Anti-Displacement Resolution (Res. No. 04-011), on file in the City Clerk's office, as well, as the Federal Uniform Acquisition and Relocation Assistance Act.

Amendments

Occasionally, circumstances warrant amendments to the Consolidated Plan.

Amendments are defined as follows:

1. a change in allocation priorities or a change in the method of distribution of funds;
2. carrying out an activity, using funds from any program covered by the consolidated plan (including program income), not previously described in the action plan; or
3. change in the purpose, scope, location, or beneficiaries of an activity.

Amendments as noted above shall be provided to HUD prior to the end of the program year.

Substantial amendments require adherence to the citizen participation process and shall include changes in use of CDBG funds from one eligible activity to another. For the purposes of this section a substantial change in funding allocation shall mean a change that involves an increase or decrease in funding for any activity or project that is greater than twenty percent (20%) of the annual allocation for the program from which the activity or project is being funded.

Citizen participation in the event of a substantial amendment

In the event of a substantial amendment to the Consolidated Plan and/or the Annual Action Plan, the City will conduct at least one public hearing. This hearing will follow a comment period of no less than thirty (30) days, where the proposed, substantially amended plan(s) will be made available to interested parties. In addition to public hearing notice requirements, citizens will be informed of the public hearing through notification on the City's website (www.cdavid.org).

In the event of substantial amendments to the Consolidated Plan and/or Annual Action Plan, the City will openly consider any comments on the substantially amended Plan(s) from individuals or groups. Comments must be received in writing or during public hearings. A summary of the written and public hearing comments on the substantial amendments will be included in the final plan(s). Also included in the final plan(s) will be a summary of all comments not incorporated and their reasons for dismissal.

Following completion of the amendment process, a letter requesting the substantial amendment to the City's Consolidated Plan and/or Annual Action Plan, will be submitted to the HUD Portland Field Office for review and approval.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: April 21, 2008
FROM: David E. Shults, Capital Program Manager *DES*
SUBJECT: Change Order #1 for Contractors Northwest Installation of WWTP Digester #2 Cover

DECISION POINT:

The City Council is requested to approve Change Order #1, for a decreased cost of \$50,915.57 to the City's agreement with Contractors Northwest, Inc. for a total construction contract amount of \$206,084.43.

HISTORY:

In December 2007, the City Council authorized expedited replacement of the metal cover for digester #2 to allow the treatment plant to regain sufficient and reliable digester capacity as soon as possible. The City's wastewater consultant, HDR Engineering, developed procurement documents. The City prepurchased a cover from WesTech Engineering, which provided the cover in 6 weeks instead of the typical 20 weeks manufacturing process for this type of equipment. Local contractor, Contractors Northwest, agreed to weld, paint, and install the new cover in a very short period of time during the middle of the winter. The project was successfully completed on March 31st after a short delay for final coating work. Change Order #1 is compiled to deduct a portion of the specified work that was not needed; to deduct a portion of the payment to the contractor that must be used by the City to pay HDR Engineering for a second final inspection that was caused when the first inspection revealed deficient coating work; and to deduct a portion of CNI's lump sum bid that CNI agreed was not necessary because better weather conditions were encountered than anticipated in their bid.

FINANCIAL ANALYSIS:

<u>Emergency Replacement of Digester #2 Cover</u>	
Building Permit	3,811
Engineering	\$35,000
Replacement Cover Prepurchase	81,855
Special Inspection	1,924
Hazardous Material Removal	8,000
Cover Installation (257,000 minus 50,916)	<u>206,084</u>
Total Final Cost	\$336,674
 Previous project estimate	 399,700

Funding This emergency replacement expenditure was not anticipated in the current city financial plan. Sufficient reserves exist in the Wastewater Fund to fund this expenditure.

DISCUSSION:

Refurbishment of the digester cover was accomplished as quickly as possible to reduce the risk of insufficient digester capacity, to avoid the threat to safety of the operators, to avoid the possibility of need

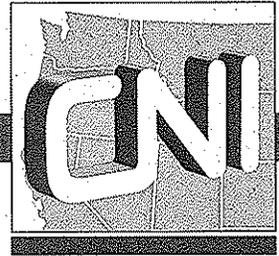
for trucking large quantities of untreated biosolids, and to avoid the possibility of nuisance odors at the plant and compost facilities. Change Order #1 establishes the final cost of contractor installation costs that were found to be less than originally estimated for the project.

DECISION POINT/RECOMMENDATION:

The City Council is requested to approve Change Order #1, for a decreased cost of \$50,915.57 to the City's agreement with Contractors Northwest, Inc. for a total construction contract amount of \$206,084.43.

Attachment

des1246



April 11, 2008

E-mailed Transmission

Mr. David Keil, PE
HDR Engineering
412 East Parkcenter Blvd, Suite 101
Boise, ID 83706-6559

Re: City of CDA Digester Lid Project Closeout

Dear Mr. Keil,

Through previous conversations and correspondence there have been several issues that have been discussed that need to be reconciled in order to close out the project. These final items are as follows:

Additional Work Allowance

There were several issues that came up during the installation of the digester lid, such as crack repairs, modifying pipe flanges to match the cover, etc. Although there was extra work involved with these items, CNI elected not to pass these costs on to the Owner. CNI elected to absorb these costs in order to save the Owner additional money that would have been spent in administering the changes. Therefore, CNI is pleased to be able to return the full value of the allowance for unanticipated work in the amount of \$44,000.00.

Additional Engineering Costs Due To Coatings Issues

The additional costs associated with a second final inspection of the coatings have been received and will be paid by the painting subcontractor. CNI and Stockwell Painting appreciate the Owner's consideration of the circumstances and the fact that they elected not to assess liquidated damages due to the delayed completion of the work. Although it is unfortunate that the coatings were not applied to the required thickness in the first installation, it appears that now the coatings meet or exceed the requirements and are expected to provide the level of protection that the installation requires. The costs for the additional engineering time will result in a deduct from the contract of \$3915.57.

CNI Offered Credit

We appreciate the fact that the City of Coeur d'Alene had the level of trust and confidence to choose CNI to be their only bidder on this emergency project. In light of

"Building a Quality Future"

Idaho Contractors Registration # RCE-1919



CNI relationship with the City and as was discussed in conversations after the bid, we have reviewed the final costs of the project and are able to offer a credit. Although this project took place during one of the most volatile times of the year from a weather aspect, the weather was actually better than anticipated. Due to savings in heating costs and tent maintenance we are pleased to provide a credit of \$3000.00 to the Owner.

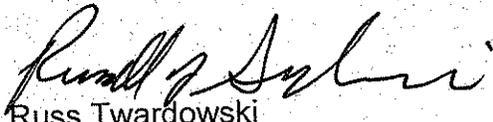
A summary of the above changes is shown below.

Original Contract Value:	\$257,000.00
Deduct for Allowance:	(\$ 44,000.00)
Deduct for Engineering charges	(\$ 3,915.57)
Deduct for CNI Credit to Owner	<u>(\$ 3,000.00)</u>
Total Revised Contract Amount	\$206,084.13

Please issue a change order to reflect the amounts shown above and we will get it signed and back to you to assist in closing out the project.

We look forward to working with HDR and the City of Coeur d'Alene on future projects. Please feel free to call if you have any questions or need additional information.

Sincerely,



Russ Twardowski
Project Manager

Cc: Dave Shults, City of Coeur d'Alene
Dean Haagenson, CNI

COUNCIL STAFF REPORT

DATE: May 6, 2008
FROM: Jim Dunn, Wastewater Project Manager
SUBJECT: April 16, 2008 Bid Results of Open Trench Project.

=====

DECISION POINT:

The Council may wish to accept and award a contract to the low bidder for the 2008 Wastewater Open Trench Sanitary Sewer Rehabilitation Project bid April 16, 2008 at 10:00 AM

HISTORY:

The Open Trench project was advertised in the Coeur d'Alene Press March 28, 2008 and April 4, 2008 requesting bids; for approximately 428 lineal feet of 8 inch sewer pipe replacement in 6th Street from the Alley north of Wallace Ave to Foster Ave.

FINANCIAL ANALYSIS:

Open Trench Rehabilitation low bidder is Safco, Inc., P.O. Box 879, Hayden, ID for a total of \$70,322.77. The Contract is attached. JUB engineers estimate was \$140,000.00.

PERFORMANCE ANALYSIS:

Wastewater has budgeted for this Sanitary Sewer Rehabilitation Project and has the funds available.

RECOMMENDATION:

Award Open Trench to low bidder Safco, Inc., P.O. Box 879, Hayden, ID 83835 for \$70,322.77.

Contract

THIS CONTRACT, made and entered into this 6th day of May, 2008, 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 SAFCO, 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 [P.O. Box 879] Hayden, Idaho 83835, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

THAT, WHEREAS, the said CONTRACTOR has been awarded the contract for **2008 Wastewater Project - 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:

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 \$70,322.77, 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	ITEM	EST.		UNIT	TOTAL
NO.	DESCRIPTION	QUAN.	UNIT	PRICE	PRICE
6TH STREET FROM THE ALLEY NORTH OF WALLACE AVENUE TO FOSTER AVENUE					
201.4.1.D.1	Removal of Existing Asphalt	1943	SY	\$1.14	\$2,215.02
307.4.1.G.1	Type "B" Surface Restoration (Asphalt Roadway)	1943	SY	\$16.00	\$31,088.00
401.4.1.A.1	Water Main Pipe – Size 8" – Type PVC AWWA C-900 Class 235	35	LF	\$28.20	\$987.00
405.4.1.A.1	Non-Potable Water Line Separation – Gravity Sewer Pipe to Water Main Standards – Size 8" – Type PVC AWWA C-900 Class 235	23	LF	\$20.25	\$465.75
405.4.1.B.1	Non-Potable Water Line Separation – Storm Drain Pipe to Water Main Standards – Size 14" – Type PVC AWWA C-905 Class 165	26	LF	\$32.70	\$850.20
501.4.1.B.1	Gravity Sewer - Size 8" - Type PVC ASTM 3034	405	LF	\$15.80	\$6,399.00
502.4.1.A.1	Sanitary Sewer Manhole – 48" Diameter	1	EA	\$1,573.00	\$1,573.00
502.4.1.B.1	Remove and Dispose of Existing Sanitary Sewer Manhole	1	EA	\$400.00	\$400.00
601.4.1.A.5	6" Storm Drain ASTM 3034 PVC	49	LF	\$15.40	\$754.60
601.4.1.A.5	8" Storm Drain ASTM 3034 PVC	308	LF	\$10.40	\$3,203.20
601.4.1.A.5	15" Storm Drain ASTM 3034 PVC	170	LF	\$23.40	\$3,978.00
602.4.1.A.1	Storm Drain Manhole – Size 48"	3	EA	\$1,480.00	\$4,440.00
602.4.1.B.1	Remove and Dispose of Existing Storm Drain Manhole	2	EA	\$204.00	\$408.00
602.4.1.F.1	Catch Basin – Type 1	3	EA	\$624.00	\$1,872.00
706.4.1.H.1	Pedestrian Ramp with Detectable Warning Domes – Type "C"	6	EA	\$1,007.00	\$6,042.00
2010.4.1.A.1	Mobilization	1	LS	\$3,075.00	\$3,075.00
SP-02100.4.1.A.1	Traffic Control	1	LS	\$2,572.00	\$2,572.00
TOTAL BID					\$70,322.77

The CONTRACTOR shall complete all work and be ready for final acceptance by **September 30, 2008, 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

CONTRACTOR:
SAFCO, INC.

By: _____
Sandi Bloem, Mayor

By: _____

ATTEST:

Susan K. Weathers, City Clerk

ATTEST:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 6th day of May, 2008, 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 May, 2008, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **SAFCO, 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 Idaho
Residing at _____
My Commission Expires: _____

CITY COUNCIL STAFF REPORT

DATE: MAY 6, 2008
TO: CITY COUNCIL
FROM: JOHN J. STAMSOS, ASSOCIATE PLANNER
SUBJECT: PUD-3-06 - MEMORANDUM OF AGREEMENT

DECISION POINT

Approve memorandum of agreement for PUD-3-06 "Meadow Ranch"

HISTORY

The City Council approved PUD-3-06 on February 27, 2007 and the Planning Department approved the Final Development Plan on March 6, 2008.

PERFORMANCE ANALYSIS

It has been past practice to memorialize the Final Development Plan, in accordance with Section 17.09.478 of the Municipal Code, by requiring a memorandum of agreement that is approved by the City Council, signed by the Mayor and property owner and recorded in the Kootenai County Recorder's Office. This request is in keeping with that procedure.

FINANCIAL ANALYSIS

There is no financial impact associated with the proposed memorandum of agreement.

QUALITY OF LIFE ANALYSIS

The memorandum of agreement will provide any future buyers of the property with information on the agreement.

DECISION POINT RECOMMENDATION

Approve the memorandum of agreement for PUD-3-06.

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT, entered into this _____ day of _____, 2008 by and between the **City of Coeur d'Alene**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho, hereinafter referred to as the "City," and **Active West, LLC**, hereinafter referred to as the "Owner."

WITNESSETH:

WHEREAS, the "Owner" has received approval for a Planned Unit Development, which Planned Unit Development includes certain terms, conditions and agreements, which the parties wish to memorialize as applicable to the real property to which this Planned Unit Development attaches.

NOW, THEREFORE the parties agree as follows:

1. The real property to which the below listed terms, conditions, and agreements apply particularly is described as follows:

Boise Portions of lots 3 and 4 of SCHREIBER ADDITION, according to the plat on file in Book F of Plats at Page 185 in the office of the Recorder of Kootenai County, Idaho, situated in the Northwest Quarter Section 2, Township 50 North, Range 4 West, Meridian, lying Southeast of the Southeasterly line of Lots 7, 8 and 9, Block 6 of COMMERCE PARK OF COEUR D'ALENE 2ND ADDITION, per plat in Book G of Plats at page 291, and the Southeasterly line of Lots 5, 6, and 7, Block 2 of COMMERCE PARK OF COEUR D'ALENE, per plat recorded in Book F of Plats at page 372, records of Kootenai County, Idaho

2. The parties agree that the following constituted agreement to which the owner, owner's heirs, assigns, and successors in interest, must comply during and after the development of the aforementioned Planned Unit Development.

- A. Preliminary Planned Unit Development Plan (PUD-3-06) approved by City Council on February 27, 2007.
- B. Final Planned Unit Development Plan (PUD-3-06) approved by Planning Department on March 6, 2008.
- C. List of exhibits.

Exhibit 1- Final PUD Site Plan, lot layout, phasing and utility overview dated January 24, 2008.

Exhibit 2- Final PUD Proposed buildings and uses dated January 24, 2008.

Exhibit 3- Final PUD Streets, driveways and Pedestrian Circulation dated January 24, 2008.

Exhibit 4- Final PUD Building locations dated January 24, 2008.

Exhibit 5- Final PUD Building setback dated January 24, 2008.

Exhibit 6- Final PUD Landscaping Plan dated January 29, 2008.

Exhibit 7- Final PUD Typical Sections dated September 14, 2007.

Exhibit 8- Final PUD Typical Sections dated September 28, 2007.

Exhibit 9- Final PUD Typical Sections dated October 3, 2007.

WHEREAS, said terms, conditions, and agreements are on file at City Hall in the Offices the Planning Director, and City Clerk.

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 Active West, LLC ., Owner, has caused the same to be executed the day and year first above written.

CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

ACTIVE WEST, LLC

By: _____
Sandi Bloem, Mayor

By: _____
Dennis Cunningham, President

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2008, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of _____, 2008, before me, a Notary Public, personally appeared, **Dennis Cunningham, President, Active West, LLC**, and known to me to be the Owner that executed the foregoing agreement, and acknowledged to me that said Active West, LLC, 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: _____

COUNCIL STAFF REPORT

DATE: May 6, 2008
FROM: Jim Dunn, Wastewater Project Manager
SUBJECT: April 30, 2008 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 2008 Wastewater CIPP Rehabilitation Project bid April 30, 2008 at 10:00 AM.

HISTORY:

This project was advertised in the Coeur d'Alene Press March 31, 2008 and April 7, 2008 requesting bids For CIPP Sanitary Sewer Rehabilitation - Schedule "A" and Schedule "B" totaling approximately 11,192 lineal feet of 8 inch, 10 inch and 12 inch sanitary sewer pipe.

FINANCIAL ANALYSIS:

The CIPP Schedule "A" and Schedule "B" low bidder is Planned and Engineered Construction (PEC); Schedule "A" Bid \$151,150.00 and Schedule "B" Bid \$131,128.00 for a total of \$282,278.00

JUB estimate of probable cost for the Schedule "A" and "B" project was \$380,000.00.

PERFORMANCE ANALYSIS:

Wastewater Utility has budgeted for this Sanitary Sewer Rehabilitation Project and has the funds available.

RECOMMENDATION:

Award CIPP Sanitary Sewer Rehabilitation Schedule "A" and Schedule "B" Contract to Planned and Engineered Construction (PEC), 3400 Centennial Street, Helena, MT 5960 for \$282,278.00.

.

Contract

THIS CONTRACT, made and entered into this 6th day of May, 2008, 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 & ENGINEERED CONSTRUCTION (PEC), 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 Street, Helena, MT 59601, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

THAT, WHEREAS, the said CONTRACTOR has been awarded the contract for **2008 Wastewater Project - 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:

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 Two Hundred Eighty-Two Thousand, Two Hundred Seventy-Eight Dollars and 00/100 (\$282,278.00) 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
SCHEDULE A:					
2010.4.1.A.1	Mobilization	1	LS	\$4,000.00	\$4,000.00
SP-02100.4.1.A.1	Traffic Control	1	LS	\$3,000.00	\$3,000.00
SP-02541.4.1.A.1	CIPP Rehabilitation – 8" *	4,590	LF	\$20.00	\$91,800.00
SP-02541.4.1.A.1	CIPP Rehabilitation – 12" *	1,190	LF	\$24.00	\$28,560.00
SP-02541.4.1.B.1	Cut Off Protruding Laterals	3	EA	\$150.00	\$450.00
SP-02541.4.1.C.1	Lateral Reinstatement	143	EA	\$75.00	\$10,725.00
SP-02543.4.1.A.1	Pre-Construction Cleaning and TV Inspection of Main Sewer Line *	5,780	LF	\$1.00	\$5,780.00
SP-02543.4.1.A.1	Post-Construction Cleaning And TV Inspection of Main Sewer Line *	5,780	LF	\$0.75	\$4,335.00
SP-02547.4.1.A.1	Bypass Sewage Pumping	1	LS	\$2,500.00	\$2,500.00
TOTAL SCHEDULE A:					\$151,150.00
SCHEDULE B					
2010.4.1.A.1	Mobilization	1	LS	\$600.00	\$600.00
SP-02100.4.1.A.1	Traffic Control	1	LS	\$1,000.00	\$1,000.00
SP-02541.4.1.A.1	CIPP Rehabilitation – 8" *	5,216	LF	\$20.00	\$104,320.00
SP-02541.4.1.A.1	CIPP Rehabilitation – 10" *	196	LF	\$22.00	\$4,312.00
SP-02541.4.1.B.1	Cut Off Protruding Laterals	1	EA	\$150.00	\$150.00
SP-02541.4.1.C.1	Lateral Reinstatement	137	EA	\$75.00	\$10,275.00
SP-02543.4.1.A.1	Pre-Construction Cleaning and TV Inspection of Main Sewer Line *	5,412	LF	\$1.00	\$5,412.00
SP-02543.4.1.A.1	Post-Construction Cleaning And TV Inspection of Main Sewer Line *	5,412	LF	\$0.75	\$4,059.00
SP-02547.4.1.A.1	Bypass Sewage Pumping	1	LS	\$1,000.00	\$1,000.00
TOTAL SCHEDULE B:					\$131,128.00
TOTAL SCHEDULES A & B:					\$282,278.00

The CONTRACTOR shall complete all work and be ready for final acceptance as follows:

- **Schedule A by September 30, 2008, or within seventy five (75) calendar days** of the commencement date given in the Notice to Proceed for Schedule A issued by the CITY, whichever occurs first.
- **Schedule B by September 30, 2008 or within seventy five (75) calendar days** of the commencement date given in the Notice to Proceed for Schedule B 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 OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

CONTRACTOR:
PLANNED AND ENGINEERED CONSTRUCTION,
INC.

By: _____
Sandi Bloem, Mayor

By: _____

ATTEST:

Susan K. Weathers, City Clerk

ATTEST:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 6th day of May, 2006, 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 May, 2008, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **Planned & 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: _____

CITY COUNCIL STAFF REPORT

DATE: May 6, 2008
FROM: Tim Martin, Street Superintendent
SUBJECT: **REPORT OF PURCHASE OF TRUCK MOUNTED SIGN SAFETY BOARD**

DECISION POINT:

The purpose of this report is to provide Council information on the purchase of a new Truck Mounted Sign Safety Board

HISTORY:

The Street Department's Capital Vehicle Replacement Plan for 2007-2008 authorizes the purchase of a Truck Mounted Sign Safety Board for \$15,000. Competing quotes for this product were sent to 2 dealers that sell this type of equipment in the Northwest Region and we received only one competitive quote in return.

PERFORMANCE ANALYSIS

It has been determined that a new Lite Reader Model 1030-F-4 from LiteSys. Inc. will meet our requirements.

FINANCIAL ANALYSIS

Quotes for a new Truck Mounted Sign Safety Board obtained from two area vendors as follows:

	<u>Total Quote</u>
(1) LiteSys Inc.	\$12,561.14
(2) Traffic Safety Supply	"No Quote"

The quote from) Lite Reader Model 1030-F-4 from LiteSys. Inc. was the lowest and quote received.

QUALITY OF LIFE

This new Lite Reader Model 1030-F-4 from LiteSys. Inc will be a much needed addition to the street fleet. This will be used in most every phase of our work from painting crosswalks, striping, asphalt, stormwater, to cold mix patching and water over road hazards in the winter. The safety advance board will also make our workzone more apparent and safer to the citizens.

DECISION POINT:

The purpose of this report is to provide Council information on the purchase of Lite Reader Model 1030-F-4 from LiteSys. Inc.

PUBLIC WORKS STAFF REPORT

DATE: April 21, 2008
FROM: Karen Haskew, Urban Forestry Coordinator
SUBJECT: Dying Tree in Forest Cemetery Section D

DECISION POINT:

The Urban Forestry Committee and Cemetery Advisory Board recommend to the City Council that a dying ponderosa pine tree be removed from Forest Cemetery section "C".

HISTORY:

Because of the nature of cemeteries, the removal of trees is a sensitive undertaking. It requires the review of the Urban Forestry Committee and the approval of City Council. This tree was identified as being in poor condition when birds began to strip off the bark to get at an infestation of bugs in the tree. Inspection of the tree was March agenda of the Urban Forestry Committee meeting. They have confirmed that the tree has been attacked by a variety of insects and will soon be dead. They recommended removal of the tree. The Cemetery Board concurred with the removal of the tree at their April 2 meeting..

FINANCIAL ANALYSIS:

A tree service will be retained to get the tree safely on the ground without damage to headstone or other cemetery features. Estimated cost is \$600 with City crews doing the clean-up, or \$1,075 if the tree service does the clean-up. These funds will come from the Tree Maintenance account. Planting of a replacement evergreen tree will be approximately \$100 if planted by city personnel.

PERFORMANCE ANALYSIS:

The tree can be removed after review and approval by the City Council. The Cemetery crew would like to have the tree removed and the debris clean-up before Memorial Day.

DECISION POINT/RECOMMENDATION:

The Urban Forestry Committee and Cemetery Advisory Board recommend to the City Council that a dying ponderosa pine tree be removed from Forest Cemetery section "C".

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 10/12/07
Department Name / Employee Name / Date
Request made by: Patricia Randall 605-9726
Name / Phone
2501 East Sherman Apt. 44 Coeur d'Alene ID 83814
Address

The request is for: / / Repurchase of Lot(s)
 Transfer of Lot(s) from Marion Raymond to Patricia Randall

Niche(s): _____
Lot(s): 79, _____, _____, _____, _____, _____. Block: E Section: RIV

Lot(s) are located in / / Forest Cemetery Forest Cemetery Annex (Riverview).

Copy of / / Deed or / / Certificate of Sale must be attached.

Person making request is / / Owner / / Executor* Other* daughter

*If "executor" or "other", affidaviats of authorization must be attached.

Title transfer fee (\$ 4000) attached**.
**Request will not be processed without receipt of fee. Cashier Receipt No.: 353642

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Vannie J Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: Yes / / No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:
MARION RAYMOND
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 200.00 per lot.
RDE 4/10/08
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: / / Yes / / No. [Signature] 4-11-08
Person making request is authorized to execute the claim: _____
Attorney Init. Date

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that that transaction be completed.

Susan K. Weathers 4-14-08
City Clerk's Signature Date

COUNCIL ACTION

Council approved transfer/sale/repurchase of above-referenced Lot(s) in regular session on: _____
Mo./ Day /Yr.

CEMETERY SUPERVISOR shall complete the following:

- Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No
Cemetery copy filed / /; original and support documents returned to City Clerk / /

Cemetery Supervisor's Signature Date

Distribution: Original to City Clerk
Yellow copy Finance Dept.
Pink copy to Cemetery Dept.

Day April 28th

BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually

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

(Office Use Only) Amt Pd	187.47
Rec No	0356492
Date	4/23/08
Date to City Council:	5/6/08
Reg No.	
License No.	
Rv	

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only \$12.50 Beer- Draft, can, bottled \$25 Consumed on premise yes no Transfer from _____ to _____	\$

Business Name	TimberRock Winery
Business Mailing Address	2338 S. Big Rock Rd
City, State, Zip	Post Falls, ID 83854
Business Physical Address	107 N. 4 th Street
City, State, Zip	Coeur d' Alene, ID 83814
Business Contact	Kevin or Michelle Rogers Business Telephone: 208 777 9669 Fax: 773-8574
License Applicant	Kevin G. Rogers
If Corporation, partnership, LLC etc. List all members/officers	

BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually

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

[Office Use Only] Amt Pd _____
 Rec No _____
 Date 04-09-08
 Date to City Council: 05-0-08
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

_____	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
_____	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
_____	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
_____	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
_____	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
_____	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
_____	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
_____	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only \$12.50 Beer- Draft, can, bottled \$25 Consumed on premise yes no Transfer from _____ to _____	\$

Business Name	ZIP TRIP #30
Business Mailing Address	PO BOX 4717
City, State, Zip	SPOKANE, WA 99220
Business Physical Address	1429 BEST
City, State, Zip	COA, ID 83814
Business Contact	509 535-7701 509 Business Telephone: 676-8885 Fax: 535-0766
License Applicant	CENEX PETROLEUM, INC
If Corporation, partnership, LLC etc. List all members/officers	SEE ATTACHED

**CITY COUNCIL
STAFF REPORT**

DATE: May 6, 2008
FROM: Christopher H. Bates, Engineering Project Manager
SUBJECT: Davis Avenue Condominiums, Final Plat Approval



DECISION POINT

Staff is requesting the following:

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

HISTORY

- a. Applicant: David Graser
9240 Rockford Bay Road
Coeur d'Alene, ID 83814
- b. Location: South side of Davis Avenue, between 15th and 16th Streets.

FINANCIAL ANALYSIS

There are no financial matters associated with this development that have any impact on the City or its facilities.

PERFORMANCE ANALYSIS

All condominium units are required to adhere to the CC&R's of record that are recorded with the final plat document. Because this is an existing structure, all site development issues for the subject property were addressed through the building permit process and have been completed for the subject property.

DECISION POINT RECOMMENDATION

1. Approve the final plat document.

DAVIS AVENUE CONDOMINIUMS

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: That David E. Grazer is the owner of the property hereinafter described and intend to include said property in said plat.

A Lot 5, Block 3 of SHANRACHELLE TERRACE (Recorded in Book E of Plats at page 223, records of Kootenai County, Idaho,) situated in the Southwest 1/4 of Section 6, Township 50 North, Range 3 West, Boise Meridian, City of Coeur d'Alene Kootenai County, Idaho, more particularly described as follows:

Commencing at a found aluminum cap monumenting the Southwest corner of said Section 6 (from which a found aluminum cap monumenting the Northwest corner of the Southwest 1/4 of said Section 6 bears North 00°22'43" East a distance of 1326.21 feet), thence along the westerly line of said Section 6 North 00°22'43" East a distance of 628.25 feet to the intersection of the westerly line of said Section 6 with the westerly right-of-way line of said Shanrachelle Terrace, thence along said Shanrachelle Terrace, thence South 89°15'23" East a distance of 560.95 feet to the Northwest corner of said lot 5, said point being the REAL POINT OF BEGINNING;

thence leaving said southerly right-of-way along the boundary of said Lot 5 the following courses and distances:

- South 36°33'10" East a distance of 33.22 feet;
- thence South 00°19'37" West a distance of 89.91 feet;
- thence North 89°15'23" West a distance of 73.05 feet;
- thence North 00°19'38" East a distance of 89.91 feet;
- thence North 89°15'23" West a distance of 238.16 feet to the REAL POINT OF BEGINNING.

Comprising of 0.151 acres, more or less, being subject to all existing easements and rights of way of record or appearing on said tract.

Water and sewer service will be provided by the City of Coeur d'Alene.

David E. Grazer

ACKNOWLEDGMENT

State of _____ }
County of _____ } ss.

On this the _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the said State, personally appeared David E. Grazer, known to me to be the person whose name is subscribed to the above instrument, and acknowledged to me that he executed the same.

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

SURVEYOR'S CERTIFICATE

I, Ernest M. Warner, do hereby certify that I am a Registered Professional Land Surveyor, licensed by the State of Idaho and that I have personally examined the plat and the survey thereon, and that the plat and the survey thereon, as shown on the ground under my supervision and accurately represents the points plotted hereon, and is in conformity with the State of Idaho Code relating to plats and surveys.

ERNEST M. WARNER, P.L.S. _____ REG. NO. 4565

COUNTY RECORDER

I hereby certify that this Plat of DAVIS AVENUE CONDOMINIUMS was filed for record in the office of the Recorder of Kootenai County, Idaho at the request of _____ a clerk _____ M., and duly recorded in Plat Book _____ at Page _____ and _____ as Instrument Number _____

Kootenai County Recorder

COUNTY TREASURER

I hereby certify that on this _____ day of _____, 20____, the required taxes on the herein plotted land have been paid through _____

Kootenai County Treasurer

HEALTH DISTRICT APPROVAL

A Sanitary Restriction according to Idaho Code 50-1326 to 50-1329 is imposed on this Plat. No building, dwelling, or shelter shall be erected until Sanitary Restriction Requirements are satisfied and lifted.

This plat approved this _____ day of _____, 20____.

Panhandle Health District I

Sanitary Restriction satisfied and lifted this _____ day of _____, 20____.

Panhandle Health District I

CITY OF COEUR D'ALENE

This plat has been examined by the Coeur d'Alene City Council and is hereby approved for filing this _____ day of _____, 20____. Approval and recording of this plat for Owner and/or Assignees does not guarantee availability of sewer treatment plant capacity, or of subsurface treatment. Sewer treatment plant capacity is filled on a first come, first serve basis based on the time of application for building permit, unless the City of Coeur d'Alene adopts a policy modifying the same.

Mayer - City of Coeur d'Alene

Engineer - City of Coeur d'Alene

COUNTY SURVEYOR

I hereby certify that on this _____ day of _____, 20____, I have examined this Plat of DAVIS AVENUE CONDOMINIUMS and approved the same for filing.

Kootenai County Surveyor

	
TATE ENGINEERING 1103 N. 4TH STREET, COEUR D'ALENE, IDAHO, 83814 (208) 676-8708 FAX: (208) 667-2129	
PROJECT NO.: 07141	SCALE: N/A
DRAWING: 07141P	DATE: 09/17/07 CHECKED: EMW DRAWN BY: DCH
PAGE 3 OF 3	

**CITY COUNCIL
STAFF REPORT**

DATE: May 6, 2008
FROM: Christopher H. Bates, Engineering Project Manager
SUBJECT: Hawks Nest 2nd Addition, Final Plat Approval



DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a 126 lot, residential development.

HISTORY

- a. Applicant: Tim Mueller
Hayden, LLC
1400 Northwood Center Court
Coeur d'Alene, ID 83814
- b. Location: West side of Atlas Road, north of Hanley Avenue
- c. Previous Action:
 1. November 2006, Hawk's Nest final plat approval, 118 lots.
 2. December 2007, Hawk's Nest 1st Addition, final plat approval, 94 lots.

FINANCIAL ANALYSIS

There are no financial agreements associated with this final plat approval.

PERFORMANCE ANALYSIS

The developer has installed all of the required public improvements but they are not yet ready to accept due to minor punch list items. Upon the remedy of those items, the improvements will be accepted and a Maintenance/Warranty Agreement completed.

DECISION POINT RECOMMENDATION

1. Approve the final plat document.

HAWKS NEST SECOND ADDITION

A REPLAT OF LOT 1, BLOCK 10, HAWKS NEST FIRST ADDITION,
SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

LINE	LENGTH	BEARING
L1	80.00	S80°23'55"E
L2	60.00	S89°33'55"E
L3	60.00	S89°33'55"E
L4	60.00	S89°33'55"E
L5	60.00	S89°33'55"E
L6	60.00	S89°33'55"E
L7	60.00	S89°33'55"E
L8	60.00	S89°33'55"E
L9	60.00	S89°33'55"E
L10	60.00	S89°33'55"E
L11	60.00	S89°33'55"E
L12	60.00	S89°33'55"E
L13	60.00	S89°33'55"E
L14	60.00	S89°33'55"E
L15	60.00	S89°33'55"E
L16	60.00	S89°33'55"E
L17	60.00	S89°33'55"E
L18	60.00	S89°33'55"E
L19	60.00	S89°33'55"E
L20	60.00	S89°33'55"E
L21	60.00	S89°33'55"E
L22	60.00	S89°33'55"E
L23	60.00	S89°33'55"E
L24	60.00	S89°33'55"E
L25	60.00	S89°33'55"E
L26	60.00	S89°33'55"E
L27	60.00	S89°33'55"E
L28	60.00	S89°33'55"E
L29	60.00	S89°33'55"E
L30	60.00	S89°33'55"E
L31	60.00	S89°33'55"E
L32	60.00	S89°33'55"E
L33	60.00	S89°33'55"E

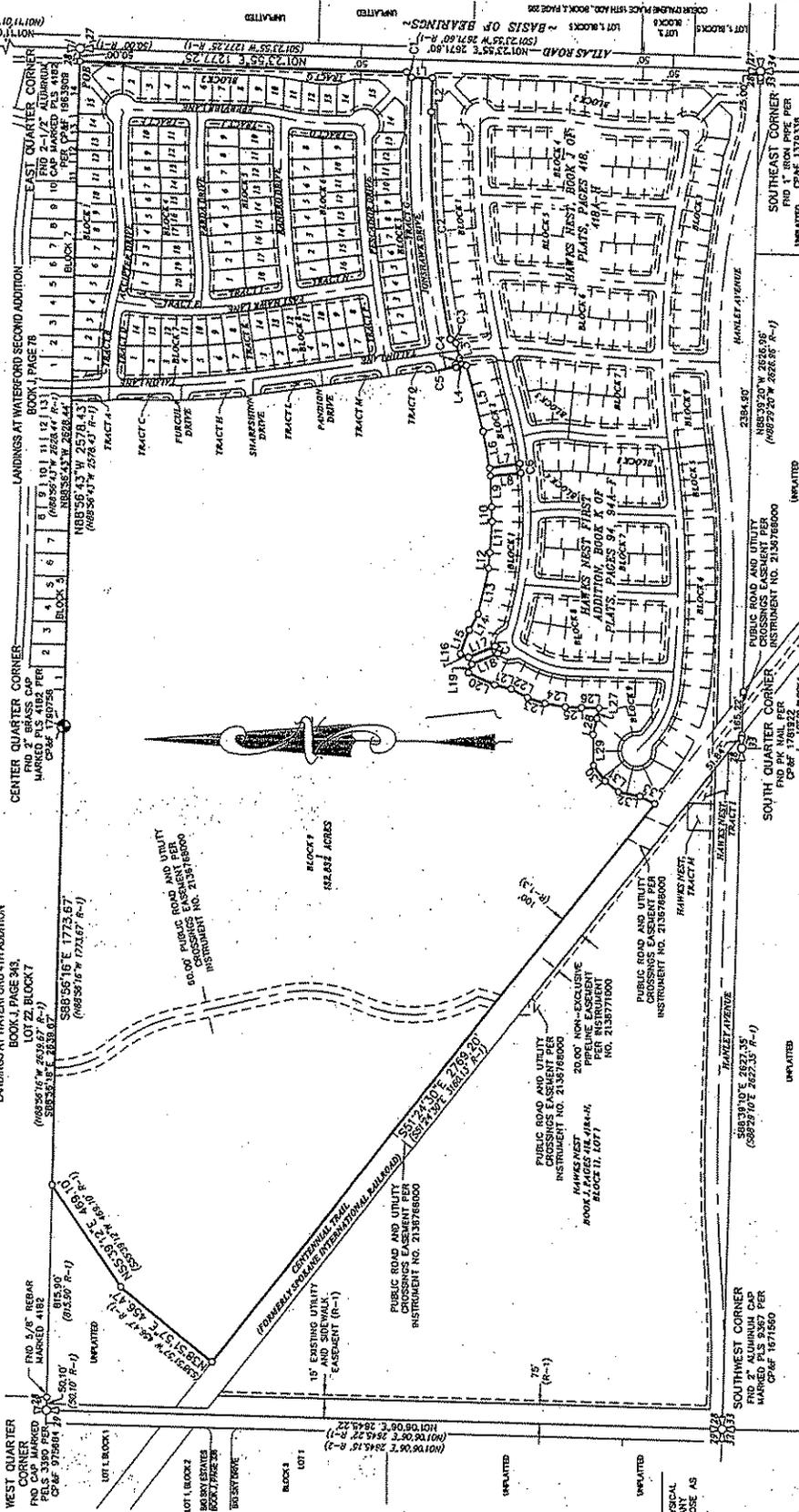
- SHEET 2 BLOCKS 1, 2, 3, 4, 7
- SHEET 3 BLOCKS 4, 5, 6, 7, 8, 9
- SHEET 4 BLOCKS 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20
- SHEET 5 CURVE TABLE
- SHEET 6 OWNERS CERTIFICATE & VICINITY MAP
- SHEET 7 AGENCY SIGNATURES

NOTES

1. THESE MAPS AND INSTRUMENTS MAKE NO CLAIM OF ORIGINAL FEATURES OF THE PROPERTY, OR TO SHOW ANY NON-RECORDED EASEMENTS, EXCEPT FOR THOSE AS SHOWN HEREON.

REFERENCES

- R-1 PLAT OF HAWKS NEST BY CHAD J. JOHNSON, PLS 9387, FILED IN BOOK 2 OF PLATS AT PAGES 416, 418-419, RECORDS OF KOOTENAI COUNTY.
- R-2 RECORD OF SURVEY BY THOMAS GEORGE KEEFFLE, PLS 6020, FILED IN BOOK 16 OF SURVEYS AT PAGE 318, RECORDS OF KOOTENAI COUNTY.
- R-3 RECORD OF SURVEY BY JAMES R. FULTON, PLS 898, FILED IN BOOK 17 OF SURVEYS AT PAGE 39, RECORDS OF KOOTENAI COUNTY.
- R-4 RECORD OF SURVEY BY DAVID SCHUMANN, PLS 4182, FILED IN BOOK 22 OF SURVEYS AT PAGE 183, RECORDS OF KOOTENAI COUNTY.
- R-5 RECORD OF SURVEY BY CHRISTOPHER J. BENAUDO, PLS 6794, FILED IN BOOK 16 OF SURVEYS AT PAGE 180, RECORDS OF KOOTENAI COUNTY.
- R-6 RECORD OF SURVEY BY DOUGLAS W. BLACK, PLS 4873, FILED IN BOOK 11 OF SURVEYS AT PAGE 238, RECORDS OF KOOTENAI COUNTY.
- R-7 ANNEALATION MAP BY CHAD J. JOHNSON, PLS 9387, FILED IN BOOK 24 OF SURVEYS AT PAGE 341, RECORDS OF KOOTENAI COUNTY.
- R-8 HAWKS NEST FIRST ADDITION BY CHAD J. JOHNSON, PLS 9387, FILED IN BOOK 1 OF PLATS AT PAGES 84 & 84-1, RECORDS OF KOOTENAI COUNTY.



BASIS OF BEARING

THE BASIS OF BEARING FOR THE BOUNDARIES IS THE MERIDIAN ALONG THE EAST LINE OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, AND IS IDENTICAL TO THAT AS SHOWN PER R-1.

LEGEND

○ FOUND 5/8" HIGH REBAR WITH PLASTIC CAP; MARKED PLS 5987 OR 745 NOTED

GRAPHIC SCALE



CURVE	LENGTH	RADIUS	CHORD	TANGENT	BEARING	DELTA
C1	38.42	20.00	28.28	20.00	M49°23'55"E	90°00'00"
C2	691.67	3950.00	699.79	447.75	S82°58'53"W	125°45'04"
C3	33.18	20.00	27.38	16.76	S51°14'47"W	65°24'32"
C4	11.60	3360.00	11.60	3.91	S89°33'55"W	92°12'13"
C5	38.72	1575.00	38.72	18.38	S61°03'58"E	170°10'00"
C7	30.32	60.00	30.00	15.49	S67°08'09"W	28°57'18"

THE PURPOSE OF THIS SHEET IS TO DETAIL THE OVERALL THAT BOUNDARY OF THE PLAT AND AN INDICATION OF THAT THE SUBSEQUENT PLATS ENCUMBRANCES

1296 Polaris Ave., Ste. B
Fest Falls, Idaho 83854
PHONE (208) 773-8370
FAX (208) 773-2128
www.hawkswest.com



HAWKS NEST SECOND ADDITION
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DRAWN BY: SMA DATE: 01/28/08 DWS: HAWKS
CHECKED BY: CJS SCALE: 1" = 300' PROJ: F-04-228

SHEET 1 OF 8

M E M O R A N D U M

TO: Mayor and City Council Members
FROM: Michael C. Gridley, City Attorney
DATE: May 20, 2008
RE: Legal Intern Representing The City

Julia Eisentrout will start employment as our legal intern on 5/19/08. Ms. Eisentrout is will be a 3rd year law student at Gonzaga University this fall. Client authorization is required by the Bar Rules applicable to legal interns and, therefore, we ask that City Council authorize Ms. Eisentrout to represent the City to the extent permitted by law. Primarily Ms. Eisentrout will be involved in traffic infractions and misdemeanor court trials, with occasional civil assignments.

If you have any questions or comments, please feel free to contact me.

ANNOUNCEMENTS

Memo to Council

DATE: April 21, 2008

RE: Appointments to Boards/Commissions/Committees

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

AMAN STERLING Pedestrian & Bicycle Advisory Committee

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Monte McCully, Ped/Bike Committee Liaison

OTHER COMMITTEE MINUTES
(Requiring Council Action)

April 21, 2008
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Mike Kennedy
Council Member Woody McEvers
Council Member Al Hassell

STAFF PRESENT

Renata McLeod, Project Coordinator
Mike Gridley, City Attorney
Jon Ingalls, Deputy City Administrator
Amy Ferguson, Committee Liaison
Dave Shults, Capital Program Mgr
Edward Wagner, Bldg. Svcs. Dir.
Wendy Gabriel, City Administrator
Doug Eastwood, Parks Director
Karen Haskew, Urban Forester

GUESTS

Phil Morgan, Kootenai Humane Society
Meredith Bryant

Item 1 Property Line Wall Opening Agreement
Consent Calendar

Ed Wagner, Building Services Director, presented a recommendation for approval of an agreement with Harlan and Maxine Douglass, Gridley Properties, and the city. Mr. Wagner explained that it is an agreement between the two property owners that would allow the tenant to install an opening between the two properties allowing him to easily move from one building into the other, and would also establish maintenance provisions for the opening. The opening would be installed on a temporary basis with a 1.5 hour fire rated door that is hooked into the fire alarm system. Mr. Wagner explained that Pilgrim's market is expanding to the south into the next building. He further confirmed that although it appears to be one building, it is actually two buildings. The Building Code does not allow openings in these walls when located on the property line.

MOTION by Kennedy, seconded by McEvers, that Council approve Resolution No. 08-021 authorizing an agreement between Harlan and Maxine Douglass, Gridley Properties, and the city, allowing the current tenant in the Douglas Building located at 1316 N. 4th Street, to expand into the adjacent Gridley Properties building with an opening in the existing exterior building wall of each separate building. Motion carried.

Item 2 Replacement of Failed Picnic Shelter in City Park

Doug Eastwood, Parks Director, presented a request for the replacement of the picnic shelter in the City Park, using the City's insurance fund. Mr. Eastwood commented that the gazebo did not weather well this past season and was listing and leaning. The city's building inspectors determined that it needed to be removed. As a result, the gazebo was torn down. Since it is an integral part of the park and the most heavily used gazebo in the parks system, it needs to be replaced. Mr. Eastwood stated that there is not enough money in the Parks capital fund and requested that a portion of the city's insurance fund be used to replace the gazebo. Mr. Eastwood confirmed that the gazebo replacement is not presently budgeted and not on the council's priority list for next year as it was relatively unexpected.

Mr. Tymesen explained that the insurance fund is a stand-alone budget that receives property taxes whereby the city funds its liability. Anticipated expenditures from the insurance fund include legal fees, premiums for comprehensive insurance on vehicles above \$42,000, insurance on buildings, settlement of claims, and destruction of abandoned buildings.

Councilman McEvers commented that if the gazebo had fallen down he could see using the insurance fund, but since it was removed he wondered if the replacement should have been budgeted. Councilman Hassell suggested going to some of the area service clubs for assistance in rebuilding the gazebo.

MOTION by Kennedy to use the Insurance Fund to fund the replacement of the gazebo in the City Park. NO SECOND.

MOTION WITHDRAWN.

It was agreed to send the request on to the full council for discussion.

**Item 3 Urban Forestry Committee Membership
Consent Calendar**

Karen Haskew, Urban Forester, presented a request for Council approval of an ordinance revision to reduce the required number of “green” members on the Urban Forestry Committee from five to four, and re-defining the “green” qualification to include tree care professionals and Master Gardeners. Ms. Haskew stated that for the past two years the committee has had a position open that they have been unable to fill due to the current stringent requirements.

MOTION by McEvers, seconded by Kennedy, to recommend that Council adopt Council Bill 08-1007 revising the Urban Forestry Committee ordinance to reduce the required number of “green” members on the Committee from five to four, and re-defining the “green” qualification to include tree care professionals and Master Gardeners. Motion carried.

**Item 4 Removal of Cemetery Tree
Consent Calendar**

Karen Haskew, Urban Forester, presented a request for Council approval of the removal of a dying ponderosa pine tree from Forest Cemetery, section “C”. Ms. Haskew stated that the request to remove a dying tree undergoes quite a bit of review by the Urban Forestry Committee. This particular tree has a bug infestation. Both the Urban Forestry Committee and Cemetery Advisory Board have reviewed the request and are in agreement that it be removed. Ms. Haskew confirmed that the tree will be replaced, but not necessarily in the same location. It will, however, be located somewhere in the cemetery.

MOTION by Kennedy, seconded by McEvers, to recommend that Council approve the removal of a dying ponderosa pine tree from Forest Cemetery, section “C.” Motion carried.

**Item 5 Citizen Participation Plan – HUD/CDBG Funding
Consent Calendar**

Renata McLeod, Project Coordinator, presented a request for approval of a Citizen Participation Plan for use of Community Development Block Grant dollars. Ms. McLeod explained that the City of Coeur d’Alene approved a Citizen Participation Plan in 2003 which was specific to Idaho CDBG and missing

some language needed for the federal CDBG funds. The new document contains all of the required language and needs to be approved before the CDBG funds will be released.

Councilman Kennedy asked about the requirement for public hearings. Ms. McLeod stated that a public hearing is required when working on a consolidated plan, and also annually when they review the action plan and set the budget.

Meredith Bryant, 1988 E. Gunther Avenue, commented that she wanted to emphasize the importance of getting the word out to all of the nonprofits in town. She stated that a lot of the nonprofits think that CDBG funding is housing money but there are other components. Ms. Bryant suggested that the city invite all of the nonprofits in town to an information session. Ms. McLeod explained that when the city gets all of their policies and procedures lined out, that would be one of the next steps.

MOTION by Hassell, seconded by McEvers, to recommend Council approval of Resolution No. 08-021 accepting the Citizen Participation Plan. Motion carried.

Item 6 Change Order #1 for Installation of WWTP Digester #2 Cover
Consent Calendar

Dave Shults, Capital Program Manager, presented a request for approval of Change Order #1, for a decreased cost of \$50,915.57 to the City's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$206,084.43. Mr. Shults explained that this is a housekeeping measure. The city was able to replace the digester #2 cover this winter. Contractor's Northwest had agreed to a specific lump sum contract amount, but they have been fortunate that the project has gone better than anticipated. As a result, they are changing the contract amount to an amount that would decrease the contract by \$50,915.00. The savings was the result of better weather and not having to spend money on unanticipated costs. The project went extremely well with great cooperation between Contractor's Northwest, HDR Engineering, and city staff.

MOTION by Kennedy, seconded by McEvers, to recommend Council approval of Resolution No. 08-021 authorizing Change Order #1, for a decreased cost of \$50,915.57 to the City's agreement with Contractors Northwest, Inc. for a total construction contract amount of \$206,084.43. Motion carried.

Item 7 Animal Shelter Agreement

Wendy Gabriel, City Administrator, presented a request for approval of an agreement with the Kootenai Humane Society (KHS) to shelter dogs picked up by an animal control officer in Coeur d'Alene. Ms. Gabriel explained that city staff has met with KHS, who has offered to shelter the city's animals. The current contract with the City of Post Falls is up at the end of this month. The contract with KHS would result in a cost savings to the city of about \$2,600 per month. It will give the city an opportunity to experience the customer service they may have with the KHS since they are looking at building a shelter with the KHS sometime down the road. The contract would take effect on May 7th, if approved at the May 6th council meeting.

Ms. Gabriel stated that if an animal is picked up that is ill, KHS would have a vet come in. If it looks like the vet fees will be more than \$100, KHS will call the city and let them know so they can make a determination. If the animal is very ill, KHS will have discretion as to whether the animal should be euthanized.

Ms. Gabriel confirmed that the KHS will take over animal licensing and any animals picked up will not be released until they have a license. KHS will not be requiring that animals picked up be spayed or neutered.

Councilman McEvers asked if any ordinances needed to be changed. Ms. Gabriel responded not at the present time, but the city would like to review license fees and citation fees in the next couple of months.

MOTION by Kennedy, seconded by McEvers, to recommend Council approval of Resolution NO. 08-022 authorizing an agreement with the Kootenai Humane Society for dog sheltering. Motion carried.

The meeting adjourned at 4:36 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

**STAFF REPORT
GENERAL SERVICES COMMITTEE**

April 21, 2008

From: Doug Eastwood, Parks Director

Subject: REPLACEMENT OF FAILED PICNIC SHELTER IN CITY PARK

Decision Point:

To replace the picnic shelter in the City Park using the Parks Capital Improvement Fund.

History:

The structure is estimated to have been on site since the 1940's, maybe 1950's. It has failed structurally and was determined to be a hazard to the public by the Building Inspectors. The structure was removed on 4/11/08.

Financial Analysis:

A structure of that size is estimated to cost approximately \$45,000. This should include the recent removal costs of the old structure. Those estimates are based on pre-fab structures and include shipping and installation. This proposed expenditure was not in this year's financial plan.

Performance Analysis:

A picnic shelter is an integral part of the park experience for families, groups and for special events. This particular shelter receives more reservation requests than any other picnic shelter in the park system. This is an important amenity to replace as quickly as we can. I am in the process of gathering input on this structure with regard to whether or not we should consider a pre-fab building or have it architecturally designed which may allow for a better fit, or capturing, of the era and ambiance of the City Park.

Decision Point:

To replace the picnic shelter in the City Park using the Parks Capital Improvement Fund.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: April 21, 2008
FROM: Karen Haskew, Urban Forestry Coordinator
SUBJECT: Urban Forestry Committee Membership

DECISION POINTS:

The Urban Forestry Committee and Parks and Recreation Commission recommend that there be an ordinance revision to reduce the required number of “green” members on the Committee from five to four. The Committee also recommends that the “green” qualification be re-defined to include tree care professionals and Master Gardeners.

HISTORY:

Chapter 2.86 of City Code established an Urban Forestry Committee in December, 1983. There are eight adult members of the Committee and one student member. Section 2.86.010A states that “The members shall include at least five (5) local professionals with expertise in forestry management and practice.” Over the years this “green” qualification of five members has been loosely interpreted and has included a Nursery worker, a Landscape Architect, and an Arborist. However, since January 2006, there has been an empty “green” seat on the Committee that remains unfilled because of lack of qualified candidates/applicants. This is despite numerous efforts to locate such a candidate. Meanwhile several citizens have expressed an interest in the Committee, but have been turned away because they lack the “green” qualification.

At their March 21, 2008 meeting, the Urban Forestry Committee recommended that the requirement for five (5) “local professionals with expertise in forestry management and practice be changed to four (4) and that tree care people and Master Gardeners be included with those having expertise in forestry management and practice. The Parks and Recreation Commission made a similar recommendation at their April 14 meeting.

FINANCIAL ANALYSIS:

Not applicable

PERFORMANCE ANALYSIS:

Being short a member on the Committee diminishes the possible input and makes it more difficult to reach a quorum.

DECISION POINTS/RECOMMENDATION:

The Urban Forestry Committee and Parks and Recreation Commission recommend that there be an ordinance revision to reduce the required number of “green” members on the Committee from five to four. The Committee also recommends that the “green” qualification be re-defined to include tree care professionals and Master Gardeners.

Gardeners.

COUNCIL BILL NO. 08-1007
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 2.86.010 TO REDUCE THE REQUIRED NUMBER OF MEMBERS FROM FIVE (5) TO FOUR (4) AND REDEFINE THE MEMBER QUALIFICATIONS; 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 Coeur d'Alene Municipal Code Section 2.86.010, is hereby amended to read as follows:*

2.86.010: ESTABLISHED; MEMBERSHIP; TERMS:

- A. There is established an urban forestry committee in the city which shall consist of nine (9) members who will receive no salary. Members of the committee shall be appointed by the mayor and confirmed by the city council and any members may, in a like manner, be removed. The members shall include at least ~~five~~four (5~~4~~) local professionals with expertise in forestry management and practice, or with expertise in a tree care profession, or have completed training as a Master Gardener. One member shall be a high school student, who attends school within the boundary of School District 271, between the ages of fourteen (14) and eighteen (18) years.
- B. The term of office of each member shall be four (4) years or until his successor is appointed and qualified, except for the high school student whose term shall be one year. The terms of office of the other members shall be staggered in such a manner that the terms of four (4) of those members shall expire at the end of one year, and the terms of the other four (4) of those members shall expire two (2) years later, the terms of office to coincide with the terms of office of city councilmen. The mayor shall determine which of the first appointed members' terms of office shall expire at the first council meeting in January 1986, and which shall expire at the first council meeting in January two (2) years thereafter.
- C. In case of a vacancy in membership, the committee should forward recommendations for appointment to the mayor for his consideration. The vacancy shall be filled by appointment of the mayor, confirmed by the city council, and the appointee shall serve during the unexpired

portion of the term of the position which became vacant. The mayor shall not be limited in making his appointment to the persons recommended by the committee.

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 May, 2008.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Chapter 2.86 – Urban Forestry Committee / Membership Terms

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 2.86.010 TO REDUCE THE REQUIRED NUMBER OF MEMBERS FROM FIVE (5) TO FOUR (4) AND REDEFINE THE MEMBER QUALIFICATIONS; 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 Chapter 2.86 – Urban Forestry Committee / Membership Terms, 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 May, 2008.

Warren J. Wilson, Chief Deputy City Attorney

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: WENDY GABRIEL

DATE: APRIL 16, 2008

RE: AGREEMENT FOR DOG SHELTER SERVICES WITH KOOTENAI HUMANE SOCIETY

Decision Point: Whether City Council will approve an agreement with the Kootenai Humane Society (KHS) to shelter dogs picked up by an animal control officer in Coeur d'Alene?

History: The City of Coeur d'Alene, by mutual agreement with Watson Agency, terminated its agreement for animal control and shelter services February 2007. Upon termination of the agreement, Coeur d'Alene began providing animal control services, and the city of Post Falls agreed to shelter Coeur d'Alene's dogs on a temporary basis.

In the past year, the City has been reviewing options for a permanent animal shelter facility. City staff recently received City Council approval to develop a conceptual design for the construction of a shelter on city-owned property in partnership with the KHS and any other partners which may have an interest.

In the meantime, the KHS has offered to shelter dogs picked up by our animal control officer in the city limits. The KHS can shelter our dogs at its current facility located on Ramsey Road in Hayden near the airport.

Financial Analysis: The original agreement with the City of Post Falls provided that the cost to the City for each dog admitted to the facility would be \$20.00 and the per day stay charge would be \$20.00. This contract was modified after six months to provide a \$30.00 intake fee and \$30.00 daily charge. The City's animal control officers have been delivering, on average, 51 dogs per month over the past 6 months of 2007. The cost to the City has averaged \$7,460.00 per month.

The proposed contract with KHS will be a one-time fee of \$95.00 per dog for a five working day stay. Any additional days required by the City will have a \$20.00 per day charge. If the City averages 51 dogs per month without a stay lasting more than five days, the cost to the City will be \$4,845.00. This is a monthly reduction of \$2,615.00. KHS will collect all impound fees as per their fee schedule and collect City citation fees.

KHS will verify current rabies vaccinations and confirm that all dogs are licensed prior to redemption.

Performance Analysis: With approval of this contract, the City will not only save dollars, but this opportunity will provide the City with some experience with KHS as a partner prior to consideration of a long-term relationship in a new facility on city-owned property.

Decision Point: Staff requests that City Council approve the agreement with the Kootenai Humane Society for the sheltering of dogs picked up by our animal control officer.

RESOLUTION NO. 08-023

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR ANIMAL SHELTER SERVICES, WITH KOOTENAI HUMANE SOCIETY ITS PRINCIPAL PLACE OF BUSINESS AT 11650 N. RAMSEY ROAD, HAYDEN, IDAHO 83835.

WHEREAS, the Public Works Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Agreement with Kootenai Humane Society, for Animal Shelter Services pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

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

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

DATED this 6th day of May, 2008.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

AGREEMENT FOR SHELTER SERVICES

This Agreement is made and entered into this 6th day of May, 2008, by and between the KOOTENAI HUMANE SOCIETY, INC. hereinafter referred to as "KHS", P.O. Box 1005, Hayden, Idaho 83835, an Idaho non-profit corporation, and the CITY OF Coeur d' Alene , a municipal corporation, hereinafter referred to as the "CITY".

WHEREAS, KHS currently operates an animal shelter facility which provides impound, board, and care for impounded dogs; and

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

WHEREAS, CITY does not presently have its own facility in which to house impounded dogs; and

WHEREAS, there is an immediate need to obtain adequate and appropriate shelter for those dogs impounded by CITY; and

WHEREAS, CITY desires to enter into an agreement with KHS for the sheltering of dogs impounded by CITY at the KHS facilities,

NOW, THEREFORE, the parties agree as follows:

1. TERM: The term of this agreement shall be one year, commencing May 6, 2008 and expiring at midnight, May 5, 2009. This Agreement may be renewed for additional one-year terms with 60 days written notice by the CITY prior to expiration of the annual term. Any renewal shall be on the same terms and conditions set forth herein, unless otherwise amended in writing executed by both parties.

2. CONSIDERATION: As consideration for the services to be provided by KHS pursuant to this agreement, CITY agrees to pay to KHS a fee of \$95.00 per dog (paid once per dog, regardless of the length of stay) for each dog held at the shelter on CITY'S behalf for services pursuant to this Agreement, except for dogs held at the request of the CITY for the purpose of quarantine or for evidentiary purposes. The rate for dogs held at the request of the CITY for quarantine or for evidentiary purposes shall be \$95.00 for up to a total of five working days, plus \$20.00 per day for each day after the initial five working days. In the event that the CITY and KHS elect to renew this Agreement, the parties shall agree on the rate for the subsequent year. For purposes of this agreement, "working day" shall mean a day when the KHS is open to the public.

KHS shall submit a monthly statement by the 10th day of each month with an accounting of all fees received by KHS on behalf of the CITY, and all amounts owed to KHS by CITY for the dog

held at the shelter for the previous month. CITY agrees to pay KHS the amount owed to KHS by the 1st Monday following submittal of the accounting from KHS.

3. SERVICES:

A. KHS agrees to issue dog license tags to CITY residents on behalf of the CITY during the hours the Shelter is open for CITY business for impounded unlicensed dogs prior to releasing the dog to its owner. KHS shall process license applications as directed by CITY and shall be compensated the license fee for each properly completed application.

B. KHS agrees to house dogs impounded by CITY at KHS's Animal Shelter, located at 11650 N RAMSEY RD, HAYDEN, ID, 83835 hereinafter referred to as "Shelter", or at such other location as KHS may acquire and/or operate as an animal shelter during the term of this Agreement, and to house those animals under the following terms and conditions:

1. Hours of Operation. The Shelter shall be open to the public for CITY business seven days per week, at a minimum from Noon to 5:00 p.m. week days and Noon to 4p.m. on weekends, except for recognized CITY holidays when the Shelter may be closed.
2. Shelter Conditions. The shelter shall be maintained in a humane manner and shall be kept in a sanitary condition at all times. All services provided by KHS shall be provided in accordance with local laws and the laws of the State of Idaho. The KHS shall use humane methods in the care, euthanasia and disposition of any animal coming under its jurisdiction.
3. Animal Confinement – Impound Time Requirements. The following minimum holding periods are established. For all impoundment periods, the day after impoundment is considered the first day of impoundment.
 - a. Lost or Stray Dogs - KHS shall hold an impounded lost or stray dog for not less than five (5) working days, or KHS or CITY has other reason to believe that an owner exists, or that the owner or custodian may claim it prior to other disposition.
 - b. Quarantined or evidence dogs. KHS shall hold dogs impounded at the request of the CITY for the purpose of quarantine or evidence until such time as the CITY advises KHS in writing that the dog is no longer quarantined or needed for evidentiary purposes.
 - c. CITY may increase any minimum holding period by providing written notice to KHS. Any request by CITY to increase holding periods will result in fees described in SECTION 2 of this Agreement.
 - d. Upon expiration of minimum holding periods, all dogs shall become the property of KHS.

- e. At the completion of hold periods no further charges or fees shall accrue to CITY.

4. Disposition of Animals

- a. The KHS may humanely dispose of or transfer to a new owner, upon payment of the applicable fee, any impounded dog not claimed by its owner or custodian within the prescribed holding period.
- b. Dogs relinquished by their owners shall be immediately transferred to the KHS for consideration for its adoption program or other disposition.
- c. Injured or diseased dogs, or newborn dogs unable to feed themselves, may be considered for humane disposition without regard to the prescribed holding period in order to alleviate suffering or to protect other impounded dogs from exposure to a contagious disease. For these purposes, a disease or injury is a condition causing great threat or harm to the dog or other dogs, or causing unnecessary suffering or pain. Dogs exhibiting disease or injury should first be provided appropriate medical treatment, or in extreme cases, considered for other disposition.
- d. Any CITY dog that becomes property of KHS and is adopted through the KHS adoption program shall be altered prior to its release to its new owner. KHS may accept a SPAY/NEUTER deposit in lieu of spaying or neutering a dog prior to adoption if KHS determines the circumstances, such as age or health of the dog, warrant release without surgery.

5. Animal Retrieval

- a. Prior to KHS delivering an impounded dog to anyone claiming a CITY impounded dog during the minimum holding period, KHS shall collect from that person any relevant fees established by city ordinance. Such fees shall accrue to KHS. CITY will provide KHS with a current copy of its fee schedule setting forth relevant dog impound fees.
- b. Prior to KHS delivering an impounded dog to anyone claiming a CITY impounded dog during the minimum holding period, KHS may collect from that person any relevant citation fees established by the City. Such fees shall accrue to CITY.
- c. KHS shall verify a current rabies vaccination and license on all claimed dogs. KHS shall verify that license is current or issue a new license before a dog can be released. KHS shall require claimant to sign claim form provided by CITY before dog can be released.

- d. When releasing other dogs impounded by CITY, KHS shall make every effort to ensure that the person(s) claiming ownership is in fact the owner verified through a vaccination record signed by a veterinarian or similar identification.
6. Veterinary Services CITY impounded dogs which are diseased or injured shall receive veterinary care by KHS not to exceed actual costs of \$100.00. CITY will be responsible for the costs of these services. A disease or injury is a condition causing great threat or harm to the dog or other dogs, or causing unnecessary suffering or pain. Dogs exhibiting disease or injury should first be provided appropriate medical treatment, or in extreme cases, considered for other disposition only after notification to and concurrence with CITY.

4. RECORD KEEPING:

A. KHS shall maintain a weekly accounting of all dogs received from CITY, services rendered and fees and fines collected. Receipts shall be issued by KHS for all fees and fines received on behalf of the CITY. The weekly accounting shall include the intake and disposition of all dogs received on behalf of CITY, all citations paid and unpaid, and licenses issued or renewed. Said accounting shall be delivered weekly to CITY's designee.

B. CITY reserves the right to review all records and conduct an audit of KHS's records relating to CITY impounded dogs and services rendered on behalf of CITY by KHS. KHS shall also provide to CITY a monthly accounting as described above on or before the 10th day of each month.

5. TERMINATION:

A. Termination for Convenience. Either party may terminate this Agreement upon 90 days written notice to the other party. Within 90 days of the effective date of termination, each party shall forward to the other party any and all billings due and owing.

B. Termination for Default. In the event that KHS fails to provide services or follow CITY procedures and practices as required by this Agreement, CITY may terminate this Agreement for cause without giving 90 days written notice. Prior to termination the CITY shall provide written notice to KHS of such default for failure to provide services or follow CITY procedures or practices and give KHS (30) days from the date of written notification to cure the default. In the event KHS fails to cure the default within the thirty (30) days, CITY may immediately terminate this Agreement.

6. INDEMNIFICATION AND INSURANCE: To the fullest extent permitted by law, CITY and KHS each agree to save, indemnify, defend and hold harmless the other from any and all liability, claims, suits, actions, losses, expenses, injuries, damages, and costs, including reasonable attorneys' fees, court costs and expenses and liabilities incurred in or from any such claim arising out of the performance of this Agreement, and attributable to the negligent actions of the indemnifying party. KHS, as the service provider, shall promptly notify CITY of any such

claims of which it has knowledge and shall cooperate fully with CITY or its representatives in the defense of the same.

KHS shall obtain and maintain such comprehensive public liability insurance as will protect it from claims for damages because of bodily injury, including death, or damages because of injuries or destruction or loss of use of property, which may arise from its operations under this Agreement, whether such operations be by it, its volunteers, agents, or anyone directly or indirectly employed by KHS. The minimum amount of insurance shall be Five Hundred Thousand Dollars (\$500,000). KHS shall name the CITY as additional insured.

All insurance required under this section shall be maintained in full force and effect at each party's expense until this Agreement terminates. Certificates of insurance and/or evidence of financial responsibility will be provided to the other party upon request, and shall name the other party as additionally covered as appropriate.

7. SEVERABILITY: If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and shall be modified, amended or limited only to the extent necessary to render it valid and enforceable as agreed upon by the parties.

IN WITNESS HEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF COEUR D' ALENE

KOOTENAI HUMANE SOCIETY INC.

Sandi Bloem, Mayor
Date: _____

By _____
Its _____
Date: _____

ATTEST:

ATTEST:

City Clerk

By _____
Its _____

OTHER BUSINESS

**Finance Department
Staff Report**

Date: May 6, 2008
From: Troy Tymesen, Finance Director
Subject: Amending the 2007-2008 Fiscal Year Appropriations (Budget)

Decision Point:

To set a public hearing to review and approve the amendments being presented by staff regarding the changes to the appropriations ordinance for the current Fiscal Year, 2007-2008.

History:

The City Council annually amends the original appropriations ordinance.

Financial Analysis:

Idaho code allows the City Council at any time during the current fiscal year to amend the appropriations ordinance to reflect the receipt of revenues and/or the expenditure of funds that were unanticipated when the ordinance was adopted. The City each year adopts amendments to the appropriations ordinance.

Performance Analysis:

Revenues in excess of the anticipated budget plus fund balance will cover the increased expenses and transfers.

Decision Point:

To set the public hearing to review and approve the amendments being presented by staff regarding the changes to the appropriations ordinance for the current Fiscal Year, 2007-2008.

CITY OF COEUR D'ALENE
FISCAL YR 2007-08 BUDGET AMENDMENT

04/30/08

	FY 07-08 BUDGETED	FY 07-08 PROJECTED	Projected Increase
<u>TAXES</u>			
CURRENT YEAR	13,131,906	13,131,906	0
<u>FEES & LICENSES</u>			
CABLEVISION	195,000	195,000	0
NATURAL GAS	560,000	560,000	0
ELECTRICITY	850,000	850,000	0
BUS. LICENSE	66,000	66,000	0
BLDG/INSPECTN	1,360,000	1,360,000	0
BLDG/INSPECTN MECHANICAL	125,000	125,000	0
STORMWATER REVIEW	1,500	1,500	0
PLUMBING INSPECTION	205,000	205,000	0
ENCROACHMENT PERMITS	34,000	34,000	0
ELECTRICAL PERMITS	12,000	12,000	0
BUS. PERMITS	15,000	15,000	0
BURN PERMITS	1,300	1,300	0
SIGN PERMITS	20,000	20,000	0
BID SPECS	1,500	1,500	0
OCCUPANCY	100,000	100,000	0
TOTAL FEES AND LICENSES	3,546,300	3,546,300	0
<u>INTERGOVERNMENTAL</u>			
LIQUOR	588,576	588,576	0
HIGHWAY USER	1,553,901	1,553,901	0
REVENUE SHARE	2,087,158	2,087,158	0
SALES TAX	737,539	737,539	0
HIGHWAY DIST	465,000	465,000	0
KOOTENAI CNTY EMSS	1,323,236	1,323,236	0
FEDERAL GRANT	403,791	499,703	95,912
STATE GRANT	5,746	107,346	101,600
SCHOOL RESOURCE OFFICER	174,070	180,070	6,000
OTHER INCOME (THRU CNTY)	54,200	54,200	0
TOTAL INTERGOVERNMENTAL	7,393,217	7,596,729	203,512
<u>SERVICES</u>			
ANNEX/ZONING FEES	46,000	46,000	0
FEES FOR DOCUMENT PREP	1,500	1,500	0
POLICE	35,000	35,000	0
FIRE	40,000	40,000	0
STREET	20,060	20,060	0
STREET WEAR	235,869	235,869	0
BILLING	6,000	6,000	0
RECREATION	220,000	227,974	7,974
RIVERSTONE WEST MAINTENANCE	29,000	29,000	0
MAP/CODE BOOKS	900	900	0
RENTS & LEASES	30,000	36,000	6,000
TOTAL SERVICES	664,329	678,303	13,974
<u>FINES/FORFEITS</u>			
DISTRICT COURT	292,032	292,032	0
RESTITUTIONS	9,000	9,000	0
PARKING	61,000	61,000	0
DRUG TASK FORCE	10,000	10,000	0
LATE FEE ON UTILITY BILLS	35,000	35,000	0
ANIMAL CITATION FINES	6,000	17,000	11,000
ORDINANCE VIOLATIONS	1,500	1,500	0
NSF CHECK FEES	1,600	1,600	0
TOTAL FINES AND FORFEITS	416,132	427,132	11,000

CITY OF COEUR D'ALENE
FISCAL YR 2007-08 BUDGET AMENDMENT

04/30/08

	FY 06-07 BUDGETED	FY 06-07 PROJECTED	Projected Increase
INTEREST EARNINGS			
INTEREST EARNINGS	355,868	355,868	0
MISCELLANEOUS			
SURPLUS SALE	12,000	17,953	5,953
OTHER	8,150	79,395	71,245
TOTAL MISCELLANEOUS	20,150	97,348	77,198
TRANSFERS			
INTERFUND TRANSFER	1,564,293	1,564,293	(0)
TRF FROM ANNEXATIONS FEES	230,000	230,000	0
TOTAL TRANSFERS	1,794,293	1,794,293	(0)
DESIGNATED FUND BALANCE	14,340	740,341	726,001
FUND BALANCE	1,924,565	2,770,792	846,227
TOTAL FUND BALANCE	1,938,905	3,511,133	1,572,228
TOTALS	29,261,100	31,139,012	1,877,912

SUMMARY	FY 07-08 BUDGETED	FY 07-08 PROJECTED	Projected Increase
Taxes	\$ 13,131,906	\$ 13,131,906	0
Fees and Licenses	3,546,300	3,546,300	0
Intergovernmental	7,393,217	7,596,729	203,512
Services	664,329	678,303	13,974
Fines and Forfeits	416,132	427,132	11,000
Interest	355,868	355,868	0
Miscellaneous	20,150	97,348	77,198
Interfund Transfer	1,794,293	1,794,293	(0)
Beginning Balance	1,938,905	3,511,133	1,572,228
TOTAL GENERAL FUND	\$ 29,261,100	\$ 31,139,012	\$ 1,877,912

General Fund - Added Expenses

	Cost	
Mayor/Council - Business Travel	2,764	001-001-4111-4702
Municipal Services - Move to Community Room	12,583	001-004-4152-4204
Municipal Services - IT Springbrook Server	10,300	001-004-4152-3106
Municipal Services - Reproduction costs	5,000	001-004-4152-6901
Building Maintenance - Utilities at old Library Building	14,000	001-008-4198-5200
Police - DARE	667	001-009-4211-4225
Animal Control	32,400	001-009-4211-5011
Police Dept - Bullet Proof Vest Grant-	5,250	001-009-4211-3000
Police Dept - Fire Arms	5,053	001-009-4211-3206
Police Dept - Office Equipment	900	001-009-4211-3400
Police Dept - Training Funds from SD 271	6,000	001-009-4211-4902
Police Dept - Tuition Reimbursement Rollover as per contract	6,017	001-009-4211-4902
Police Dept - 2007 Byrne Grant w/ Kootenai County	90,662	001-016-4271-3430
General Government - Huetter Interceptor Fees trfd to Wastewater Fund	458,800	001-011-4191-6990
General Government - Transfer to GO Bond Capital Projects Fund (Public Safety/Library)	846,227	001-011-4191-6999
Streets - Operating Supplies	10,375	001-018-4311-3200
Streets - De-ice Chemicals	33,600	001-018-4311-3290
Streets - Fuels/Lubes	39,000	001-018-4311-3500
Engineering - Vacant position not filled	(71,777)	001-020-4322-1000
Engineering - Sidewalks to School program through ITD	101,600	001-020-4322-
Engineering - Overlay Carryover	120,084	001-020-4322-6901
Recreation - Part time personnel - AAU tournaments	7,974	001-026-4391-1300
Recreation - Field Lighting	15,433	001-026-4391-7320
Drug Task Force	125,000	022-088-4213-6300
	\$ 1,877,912	

CITY OF COEUR D'ALENE
FISCAL YR 2007-08 BUDGET AMENDMENT

04/30/08

<u>Other Funds - Added Expenses</u>		<u>Cost</u>	
003-028	Library Fund - parttime personnel	8,182	003-028-4611-1300
003-028	Library Fund - signage for the new library - carryover	2,068	003-028-4611-3110
003-028	Library Fund - 2007 LSTA Continuing Education grant	835	003-028-4611-4902
026-021	Water Fund - Maintance to Mains - Dollar/Lost and 14th/Harrison proj	16,000	026-021-4345-3273
028-043	GO Bond Capital Projects - Library - Carryover	55,000	028-043-4150-6400
028-043	GO Bond Capital Projects - Library - Carryover	245,000	028-043-4150-7245
028-043	GO Bond Capital Projects - Fire Admin Building - Carryover	75,000	028-043-4153-7260
028-043	GO Bond Capital Projects - Fire Station Tower - Carryover	25,000	028-043-4153-7255
028-043	GO Bond Capital Projects - Fire Equipment	(100,000)	028-043-4153-7620
031-022	Wastewater Fund - Huetter Interceptor Project	470,000	031-022-4352-7980
031-022	Wastewater Fund - Refurbish Digesters and Clarifiers - carryover	225,000	031-022-4354-7970
031-022	Wastewater Fund-Refurbish Digesters & Clarifiers/emergency replace	858,272	031-022-4354-7970
031-058	Wastewater Fund - VOIP Switching Equip and phones	16,000	031-058-4950-7632
057-057	Jewett House - house painting - carryover \$10,000 & donation \$10,000	20,000	057-057-4521-6300
067-095	Insurance Fund - Insurance Premiums	40,000	067-095-4431-4600
070-096	Parking Fund - Parking Study	17,500	070-096-4434-4200
070-096	Parking Fund - R/M new equipment	27,100	070-096-4434-6300
070-096	Parking Fund - R/M snow plowing of 3rd St Lot	15,500	070-096-4434-6300
070-096	Parking Fund-Trf to Parks Capital Improvements-40% of Parking Revenues	13,750	070-096-4434-6999
072-100	Parks Capital Improvements - Prairie Trail Bike Path	250,000	072-100-4485-7965
078-025	KMPO	480,000	078-025-4394-4200

\$ 2,760,207

RESOLUTION NO. 08-024

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED AMENDED BUDGET FOR FISCAL YEAR 2007-2008, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE AMENDED ESTIMATED REVENUE FROM PROPERTY TAXES AND THE AMENDED TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND PROVIDING FOR PUBLICATION OF THE SAME.

WHEREAS, it is necessary, pursuant to Idaho Code 50-1003, for the City Council of the City of Coeur d'Alene, prior to passing an Amended Annual Appropriation Ordinance, to prepare a proposed amended Budget, tentatively approve the same, and enter such proposed amended Budget at length in the journal of the proceedings; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene, that the following be and the same is hereby adopted as an Amended Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2007:

GENERAL FUND EXPENDITURES:

Mayor and Council-----	\$	193,585	196,349
Administration-----		787,352	
Finance Department-----		771,370	
Municipal Services-----		1,251,108	1,278,991
Human Resources-----		244,632	
Legal Department-----		1,211,519	
Planning Department-----		546,406	
Building Maintenance-----		527,636	541,636
Police Department-----		8,675,965	8,732,252
K.C.J.A. Task Force-----		24,340	149,340
C.O.P.S. Grant-----		58,061	
Byrne Grant-----		45,730	136,392
Fire Department-----		5,879,934	
General Government-----		344,313	1,649,340
Engineering Services-----		1,310,081	1,459,988
Streets/Garage-----		2,351,755	2,434,730
Parks Department-----		1,643,316	
Recreation Department-----		800,110	823,517
Building Inspection-----		834,321	

TOTAL GENERAL FUND EXPENDITURES: ~~\$27,501,534~~ \$29,379,446

SPECIAL REVENUE FUND EXPENDITURES:

Library Fund-----	\$	1,074,027	1,085,112
Impact Fee Fund-----		585,000	

Parks Capital Improvements-----	487,500	737,500
Annexation Fee Fund-----	230,000	
Insurance / Risk Management-----	310,500	350,500
Cemetery Fund-----	293,738	
TOTAL SPECIAL FUNDS:	<u>\$ 2,980,765</u>	<u>\$3,281,850</u>

ENTERPRISE FUND EXPENDITURES:

Street Lighting Fund-----	\$ 560,203	
Water Fund-----	6,284,904	6,300,904
Wastewater Fund-----	13,001,464	14,570,736
Water Cap Fee Fund-----	960,000	
WWTP Cap Fees Fund-----	2,482,683	
Sanitation Fund-----	3,025,984	
City Parking Fund-----	167,132	240,982
Stormwater Management-----	<u>1,504,169</u>	
TOTAL ENTERPRISE EXPENDITURES:	<u>\$27,986,539</u>	<u>\$29,645,661</u>

TRUST AND AGENCY FUNDS:-----	2,647,708	3,147,708
STREET CAPITAL PROJECTS FUNDS:-----	250,000	
2006 GO BOND CAPITAL PROJECT FUND:-	2,940,015	3,240,015
DEBT SERVICE FUNDS:-----	<u>2,372,479</u>	
GRAND TOTAL OF ALL EXPENDITURES:	<u>\$66,679,040</u>	<u>\$71,317,159</u>

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on May 12, 2008 and May 19, 2008.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 20th day of May, 2008 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed amended Budget should or should not be adopted.

DATED this 6th day of May, 2008.

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 GOODLANDER Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

_____ was absent. Motion _____.

RESOLUTION NO. 08-025

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AMENDING THE RULES AND REGULATIONS OF THE COEUR D' ALENE WATER DEPARTMENT AS TO RATES, SCHEDULES AND CHARGES.

WHEREAS, pursuant to Coeur d' Alene Municipal Code Section 13.04.130, the City of Coeur d'Alene has reviewed the water service rates, schedules, and charges currently in effect in the city, and a public hearing has been held on the proposed amended rates, schedules and charges; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that the fees previously set by Resolution No. 92-171 be amended as set forth in the proposed Water Rates, Schedules, and Charges for the attached hereto marked Exhibit "A", and incorporated herein by this reference; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that Resolution No's 90-190, 94-041, 05-018, 06-048, and 06-064 previously adopting various water service rates, schedules and/or charges, are repealed effective the 1st day of June, 2008, and

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the fees for the above matters as outlined in Exhibit "A" be and hereby are adopted, and

BE IS RESOLVED, that such amended rates, schedules, and charges be effective the 1st day of June, 2008; and

BE IT FURTHER RESOLVED, that three certified copies of the Water Rates, Schedules, and Charges as herein adopted be kept on file with the City Clerk of the City of Coeur d'Alene.

DATED this 6th day of May, 2008

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

EXHIBIT "A"

Water Rates, Schedules, and Charges for the City of Coeur d'Alene Water System

SCHEDULE 1: WATER RATES

A. Metered Services

METERED RATES

Cost of Service Water Rates

Meter Size	Current	Approved Future Rate Increases			
	FY2008	FY2008	FY2009	FY2010	FY2011
3/4"	\$6.10	\$6.23	\$6.32	\$6.42	\$6.51
1"	6.70	6.85	6.95	7.06	7.17
1-1/2"	9.50	7.67	7.79	7.92	8.04
2"	12.65	9.92	10.09	10.27	10.45
3"	19.55	26.50	27.05	27.61	28.19
4"	28.13	32.64	33.33	34.04	34.77
6"	47.98	46.97	47.98	49.03	50.10
8"	70.68	63.34	64.73	66.16	67.62
10"	112.33	81.76	83.57	85.43	87.33

Volume Rates (\$/1,000gal)

Class	FY2008	FY2009	FY2010	FY2011
Residential (0-30 Kgals)	\$0.65	\$0.67	\$0.70	\$0.72
Residential (Over 30 Kgals)	\$0.94	\$0.97	\$1.01	\$1.04
Non-Residential	0.57	0.59	0.61	0.63
Irrigation-Only	0.75	0.78	0.81	0.84

Definitions:

Residential

Includes single-family dwellings or single permanent mobile homes on individually platted lots and duplexes. Includes former class: Residential.

Non-Residential

Includes all government and public agencies (City, County, State, Federal, and Schools), commercial, and industrial users. Also included are Hospitals, RV and Trailer Park users. Includes former classes: Multi-Family, Mobile Home Park, Government, Commercial.

Irrigation-Only

Water consumed specifically for outdoor usage only.

Note

Users which are covered in more than one of the classifications above will be charged the highest commodity charge of their user classification for all water use.

EXHIBIT "A"

B. Rates For Private Fire Sprinkler, Fire Hydrant, And Hose Service

PRIVATE FIRE LINE RATES

Applicability:

To all customers who have private fire hydrants, sprinkler systems and/or inside hose connections for fire fighting purposes.

Monthly Rates:

For unmetered service through a separate line for fire fighting purposes:

<u>SERVICE SIZE</u>	<u>MONTHLY RATE</u>
1.5" or smaller	\$6.60
2"	\$6.60
3"	\$6.60
4"	\$8.80
6"	\$13.17
8"	\$17.57
10"	\$21.95
12"	\$26.39

C. Bulk Water Use.

RATES AND FEES FOR THE PERMANENT STATIONS

Contractors using the permanent stations shall pay the following:

- \$25.00 dollar key deposit to begin using the permanent stations.
- \$1.11 per 1000 gallons of bulk water drawn from the stations, billed monthly.

RATES AND FEES FOR THE PORTABLE STATIONS

Contractors using the portable stations shall pay the following:

- A monthly rental fee of \$25.00 with a minimum of one month rental.
- An installation fee of \$100.00 for installation and reading by City personnel.
- Damage deposit of \$600.00
- \$.70 per 1000 gallons of bulk water drawn from the stations, billed monthly.

EXHIBIT "A"

SCHEDULE 2: CAPITALIZATION FEES

WATER CAPITALIZATION FEES

A capitalization fee will be assessed for every separate metered service connection to a water pipeline.

CAPITALIZATION FEE SCHEDULE

Cap Fees	Current Fees	May/June 2008	FY 2009	FY 2010	FY 2011
<u>Meter Size:</u>					
3/4"	\$1,050	\$1,465	\$1,880	\$1,961	\$2,045
1"	\$1,780	\$2,484	\$3,187	\$3,324	\$3,467
<u>Service Size:</u>					
Existing Only 1-1/2"	\$3,470	\$4,842	\$6,213	\$6,480	\$6,759
2"	\$5,570	\$7,772	\$9,973	\$10,402	\$10,849
3"	\$10,500	\$14,650	\$18,800	\$19,608	\$20,451
4"	\$17,530	\$24,459	\$31,388	\$32,737	\$34,144
6"	\$34,970	\$48,792	\$62,614	\$65,305	\$68,112
8"	\$55,970	\$78,093	\$100,215	\$104,522	\$109,014
10"	\$100,590	\$140,349	\$180,108	\$187,849	\$195,122

Note: Delayed implementation fees include effect of 4.22% inflation. Inflation index provided by the American City & County Municipal Index. New 1 1/2" service stubs no longer allowed, must be 2".

Service size(s) & meter size(s) must be indicated in order to process permit applications. Fees to be paid at the time of building permit issuance.

Any structure designed to house one family shall be defined as a "dwelling unit". Any structure designed to house more than one family, or any facility with one meter which is used to provide service to more than one structure will be assessed the capitalization fee of the greater of either \$360.00 per dwelling unit, or the capitalization fee of the installed meter.

Capitalization fee for a mobile home park, where water service is provided by a master meter, will be assessed on the higher cost of either \$360.00 per unit, or the capitalization cost of the installed meter. Mobile home parks or subdivisions with individual metered services will be assessed the capitalization fee for each meter size installed for each unit.

EXHIBIT "A"

SCHEDULE 2: CAPITALIZATION FEES - continued

PRIVATE FIRE LINE FEES

Applies to all customers who have sprinkler systems and/or inside hose connections for fire fighting purposes.

For unmetered service through a separate line for fire fighting purposes, the following cap fees shall apply:

<u>SERVICE SIZE</u>	<u>CAPITALIZATION FEE</u>
3" or smaller	\$484
4"	\$968
6"	\$1,936
8"	\$2,903
10"	\$4,839
12"	\$6,049

If the installation of a private fire service requires an extension of the existing mains of the utility, such extension shall be at the customer's cost.

All private fire services shall be equipped with resilient seated gate valves at the main. State approved backflow prevention must also be installed on each fire service.

Meters may be placed on fire services by the utility at any time; however, metered rates will not apply unless improper use of water is disclosed, and if such be the case, usage will be billed to the consumer based on the Commodity Charge rate schedule.

EXHIBIT "A"

SCHEDULE 3: HOOK UP FEES

WATER HOOKUP FEES

(Labor & Materials)

Standard service hookup fee schedule (by size) complete from main to adjoining property line, including meter, meter box, and setting:

<u>METER SIZE</u>	<u>HOOKUP FEE</u>	<u>ASPHALT CUT</u>
1" or less	\$1,200.00	\$360.00
1-1/2"	\$1,850.00	\$360.00
2"	\$2,200.00	\$360.00

Radio read MXU equipment fee = \$130.00 for all services (whether city installed or not).

Service installation over 2" size, and including fire lines and hydrants, shall be charged at the rate of materials, labor and appropriate overheads.

Where a service hookup is other than standard, costs may be calculated by the City to represent actual costs.

The HOOKUP FEE is a separate fee paid in addition to the CAPITALIZATION FEE.

Hookup may be made by a private contractor or licensed plumber to City specifications.

EXHIBIT “A”

SCHEDULE 4: BILLING DELINQUENCY CHARGES

TAG FEE: A \$20.00 fee will be charged for the delivery of a disconnection notice to the services address for nonpayment.

SHUT OFF: A \$20.00 fee will be charged to physically terminate water service for nonpayment.

Past due utility fees and charges shall be paid in full before the customer's service will be turned on.

EXHIBIT "A"

SCHEDULE 5: SERVICE CALL FEES

AFTER HOURS CALL OUT FEES

If a customer calls after hours to have a service turned on or off, having failed to make necessary arrangements during working hours, there will be a \$57.00 call out fee assessed. Service personnel have call out forms for the customer to sign; the fee will then be added to the utility account.

In the event of a plumbing emergency such as a service or customer water line break that occurs after hours that cannot be controlled with the customer's valve, there will be a \$28.50 call out fee assessed. Service personnel will have a call out form for the customer to sign; the fee will be added to the utility account.

These charges need to be agreed upon by the customer before service personnel go to the property to perform the work. Service personnel shall be responsible for completion of the call out billing form and getting the customer's signature, if possible.

SPECIAL METER READING FEE

A \$10.00 fee will be charged for special meter readings for customer benefit (such as reading other than at normal times).

**CITY COUNCIL
M E M O R A N D U M**

DATE: MAY 6, 2008

FROM: TROY TYMESEN, FINANCE DIRECTOR

RE: SHORT TERM LEASE OF CITY OWNED PROPERTY AT 201 HARRISON AVENUE

DECISION POINT: To authorize an eleven month lease agreement with The Salvation Army Corporation, starting June 1, 2008.

HISTORY: The City of Coeur d'Alene owns the structure at 201 Harrison Avenue, which was the previous location of the Public Library. The building has been vacant since September 2007. The Salvation Army and the City of Coeur d'Alene have reached an agreement for a short term lease that meets the needs of both parties. The Salvation Army wishes to lease the building and use it for professional office space as they hire and train new staff for the Ray and Joan Kroc Corps Community Center. This lease will allow the City to reduce its expenses by eliminating the utility costs on this unused space and will also generate income through lease payments.

FINANCIAL ANALYSIS: The lease payment is set at \$1,500.00, with the Lessee responsibly for the utility payments.

PERFORMANCE ANALYSIS: Leasing this space will provide income to the City, and the Lease will be responsible for utility payments. Additionally, the Kroc Center is a great community benefit and providing a space for staff to be trained will allow the center to open its doors with well-trained staff. The lease will also allow the City to explore all options for the subject property.

DECISION POINT/RECOMMENDATION: To authorize a lease agreement with The Salvation Army Corporation, for a ten-month period starting June 1, 2008.

RESOLUTION NO. 08-026

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A LEASE AGREEMENT WITH THE SALVATION ARMY FOR THE OLD LIBRARY BUILDING AT 201 E. HARRISON AVENUE.

WHEREAS, it is recommended that the City of Coeur d'Alene enter into a short term lease agreement with The Salvation Army, pursuant to the terms and conditions set forth in a Lease Agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Lease Agreement with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 6th day of May, 2008

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

LEASE AGREEMENT

THIS LEASE entered into this **6th day of May, 2008** by and between the **City of Coeur d'Alene**, hereinafter called "Lessor," and **The Salvation Army**, a California corporation, hereinafter called "Lessee."

1. **NONSTANDARD PROVISIONS.** The following provisions constitute the nonstandard provisions of this Lease as referred to elsewhere herein:
 - a. **Floor Area:** The agreed floor area of the premises is Nine Thousand Five Hundred square feet (9,064 sf), of those premises, with additional sub-structure of three thousand eight hundred fifty-eight (3,858) square feet on the following described real property located in 201 E. Harrison Avenue, Coeur d'Alene, County, Idaho. The legal description of this property is as follows: Lot 7,8,9,10,11, and 12, Block 40 Amended plat of Sherman Addition, according to the plat recorded in the office of the County Recorder in Book B of Plats at Page 77, records of Kootenai County Idaho, Excepting there from the South 2 feet of lot 7. A map of the subject real property is attached hereto as Exhibit A and incorporated herein by this reference.
 - b. **Term:** The lease term shall be eleven (11) months commencing on June 1, 2008 and ending on April 30, 2009.
 - c. **Rental Rate:** Rent shall be due by the first day of the month. Said sum shall be one thousand and five hundred and no/100 (\$1,500.00) Dollars.
 - d. **Use:** The premises shall be used for professional office space as well as providing a space to train future staff members of the Ray and Joan Kroc Corps Community Center.
2. **PREMISES.** Lessor hereby Leases to Lessee, and Lessee hereby Leases from Lessor, upon the terms and conditions herein set forth, 201 Harrison Avenue, Coeur d'Alene, Idaho 83814. The area so Leased is herein called "Premises."
3. **TERM.** The Lease term shall be as stated in paragraph 1b.
4. **RENT.** The rent described in paragraph 1.c. shall be due on the first day of the month. Said rent shall be paid to Lessor at Attn: Finance Department, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814. A late charge of twelve percent (12%) per annum or Twenty-five (\$25.00) dollars whichever is greater will be charged to payments received after the tenth (10) day of the month.
5. **TENANT IMPROVEMENTS:** Lessor shall allow Lessee Zero (\$0.00) dollars per square foot for Tenant Improvements.

6. **USE.** The premises shall be used only for the purpose set forth in paragraph 1.d. Lessee shall observe such reasonable rules and regulations set forth by Lessor.
7. **COMPLIANCE WITH THE LAW:** Lessee shall, at Lessee's expense comply with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record. Lessee shall not use or permit use of the Premises in any manner that will tend to create a waste or nuisance.
8. **POSSESSION.** If Lessor fails to deliver possession of Premises ready for occupancy at the commencement of the Lease term, Lessor shall not be liable for any damage caused thereby, nor shall this Lease become void or voidable, nor shall the Lease term be extended; but in such case, Lessee shall not be obligated to pay rent or perform any of the obligations of Lessee under the terms of this Lease until possession of the Premises is tendered to Lessee. If Lessee occupies the Premises prior to the Commencement Date, such occupancy shall be subject to all the provisions of this Lease and such occupancy shall not change the termination date of said Lease.
9. **ACCEPTANCE OF PREMISES.** The taking of possession by Lessee shall be deemed Lessee's agreement and acknowledgment that the Premises is in a tenantable and good condition, and that Lessor has completed all work agreed to be accomplished by Lessor at Lessor's expense under the terms of this Lease to prepare the Premises for Lessee's occupancy. Lessor agrees to allow Lessee use of any identified furniture during the lease term identified in 1b.
10. **UTILITIES.** Lessee shall pay timely, when and as due, all charges for utilities furnished to, used upon or charged against said premises during the term hereof, including but not limited to charges for telephone, water, sewer, garbage, electricity, gas, oil or other heating facility; provided.
11. **CARE OF PREMISES, REPAIRS AND ALTERATION.** Lessee shall take good care of the Premises. Lessee shall, at the termination of this Lease by the expiration of time or otherwise, surrender and deliver up Premises to Lessor in as good condition as when received by Lessee from Lessor or as thereafter improved, reasonable use and wear and insured damage by fire or other casualty, excepted. Lessee hereby waives any right to make repairs at Lessor's expense. Lessee shall not make any alterations, additions or improvements in or to the Premises, or make changes to locks on doors, or add, disturb or in any way change any plumbing or wiring without first obtaining written consent of Lessor, which consent shall not be unreasonably withheld. All damage or injury done to Premises by Lessee or by any person who may be in or upon Premises with the consent of Lessee, shall be paid for by Lessee and Lessee shall pay for all damage to the Building caused by Lessee's misuse of Premises or the appurtenances thereto. Lessor may make any alterations or improvements which Lessor may deem necessary or advisable for the preservation, safety or improvement of Premises or Building; they will be made at times convenient to Lessee. All alterations, additions and improvements, except

fixtures installed by Lessee which are removable without damage to Premises, shall become the property of Lessor upon the termination of the Lease term. Lessor shall keep the foundations, exterior walls, canopy, roof, all mechanical, parking lot, downspouts, gutters and all surface water drains in good order and working condition prior to and during the term of this lease. Lessor shall be responsible for the prompt removal of snow and ice on the Premises, and landscape/grounds maintenance. Lessee shall exercise reasonable care to maintain safe conditions up the premises at all times.

12. **SPECIAL IMPROVEMENTS.** Lessee shall reimburse Lessor for Lessor's costs of making all special improvements required by Lessee, including, but not limited to, counters, partitioning, electrical and telephone outlets and plumbing connections, as being furnished by Lessor. No special improvements shall commence prior to written agreement by Lessee.
13. **ENTRY AND INSPECTION.** Lessee shall permit Lessor or its agents to enter into and upon Premises at all reasonable times on reasonable notice and during normal business hours unless otherwise agreed by Lessor and Lessee for the purpose of inspecting the Premises or Building or for the purpose of cleaning, repairing, altering or improving the Premises or Building. Nothing contained in this paragraph 13 shall be deemed to impose any obligation upon Lessor not expressly stated elsewhere in this Lease. When reasonably necessary, Lessor may temporarily close entrances, doors, corridors, elevators or other facilities without liability to Lessee by reason of such closure and without such action by Lessor being construed as an eviction of Lessee or relieve Lessee from the duty of observing and performing any of the provisions of this Lease. Lessor shall have the right to enter Premises for the purpose of showing Premises to prospective tenants for a period of 180 days prior to the expiration of the Lease term. Lessor shall not enter the premises outside of business hours unless communicated in advance to Lessee.
14. **DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY.** If the Premises shall be destroyed or rendered untenable, either wholly or in part, by fire or other unavoidable casualty, Lessor may, at its option, restore the Premises to their previous condition, and in the meantime the rent shall be abated in the same proportion as the untenable portion of the Premises bears to the whole thereof; provided, however, that Lessor may in its sole discretion, within thirty (30) days after the happening of such casualty, notify Lessee of its election not to restore said Premises, in which event this Lease shall terminate.
15. **WAIVER OF SUBROGATION.** Notwithstanding anything to the contrary contained herein, Lessor and Lessee do each hereby release and relieve the other from responsibility for and waive their entire claim of recovery for:

- a. Any loss or damage to the real or personal property of either party located anywhere in the Building, and including the Building itself, arising out of or incident to the occurrence of any of the perils which may be covered by any casualty insurance policy, with extended coverage endorsement, in common use in the Coeur d'Alene locality,
 - b. Loss resulting from business interruption at the Premises or loss of rental income from the Building, arising out of or incident to the occurrence of any of the perils which may be covered by a business interruption insurance policy and by the loss of rental income insurance policy in common use in the Coeur d'Alene locality.
 - c. To the extent that such risks under "a" and "b" are in fact covered by insurance, each party shall cause its insurance carriers to consent to such waiver and to waive all rights of subrogation against the other party.
16. **LIABILITY INSURANCE.** A certificate of insurance evidencing carriage shall be provided to Lessor at the inception of possession. Lessee shall, at all times during the term hereof and at Lessee's cost and expense, maintain in effect bodily injury and property damage insurance adequate to protect Lessor and naming Lessor as an additional named insured against liability for injury to or death of any person or damage to property in connection with the use, operation or condition of the Premises, in an amount not less than \$1,000,000.00.
17. **ACCIDENTS AND INDEMNITY BY LESSEE.** Lessee shall defend and indemnify Lessor, and save it harmless from and against any and all liability, damages, costs, or expenses, including reasonable attorneys fees, arising from any act, omission, negligence or willful misconduct of Lessee, or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Lessee in or about the Premises, or, arising from any accident, injury, or damage, whatsoever and by whomsoever caused, to any person or property occurring in or about the Premises; provided that the foregoing provision shall not be construed to make Lessee responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the gross negligence or willful misconduct of Lessor, or of any officer, contractor, licensee, agent, servant, employee, guest, invitee or visitor of Lessor.
- Lessor shall not be liable for any loss or damage to person or property sustained by Lessee, or other person, which may be caused by the Building or the Premises, or any appurtenances thereto, being out of repair by the bursting or leakage or any water, gas, sewer, or steam pipe, or by theft, or by any act or neglect of any tenant or occupant of the Building, or of any other person, or by any other cause; unless caused by the gross negligence or willful misconduct of Lessor.
18. **ASSIGNMENT AND SUBLETTING.** Lessee shall not assign this Lease, nor any interest herein, and the Lease, or any interest hereunder, shall not be assigned by operation of law, and Lessee will not sublet said Premises to a third party or parties without first obtaining the written consent of Lessor; which consent shall not be unreasonably withheld or delayed. In the event such written consent shall be given, no other subsequent assignment, subrental or subletting shall be made without the

prior written consent of Lessor, which consent shall not be unreasonably withheld. It shall be reasonable for Lessor to condition its consent to any requested assignment or subletting upon receipt of a written agreement from both Lessee and Lessee's proposed assignee or sublessee stating that to the extent the rent or other consideration to be paid by the proposed assignee or sublessee exceeds the then-applicable rent called for hereunder, such excess shall be paid directly to the Lessor.

19. **SIGNS.** Subject to Lessor's prior written consent, Lessee may erect and maintain any appropriate and legal signs on the building and premises, at its own expense and remove such signs without damage to the building or premises upon termination of the lease or Lessee's occupancy.
20. **LIENS AND INSOLVENCY.** Lessee shall keep the Premises and the Building free from any liens arising out of any work performed, materials ordered or obligations incurred by Lessee. If Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of Lessee, then Lessor may cancel and terminate this Lease at Lessor's option.
21. **DEFAULT AND RE-ENTRY.** Except for a default under the preceding paragraph for which immediate right of termination is given Lessor, if Lessee fails to pay when due any amounts due under this Lease, or to perform any other covenant under this Lease within thirty (30) days after written notice from Lessor stating the nature of the default, Lessor may cancel this Lease and re-enter and take possession of Premises using all necessary force to do so; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30) day period, Lessee shall not be deemed to be in default if Lessee shall within said period commence such cure and thereafter diligently prosecute the same to completion. Notwithstanding any retaking of possession by Lessor, Lessee's liability for the rent provided herein shall not be extinguished for the balance of the term of this Lease. Upon such default, cancellation or re-entry, Lessor may elect either:
 - a. to terminate this Lease or;
 - b. without terminating this Lease, to relet or attempt to relet all or any part of the Premises upon such terms and conditions as Lessor may deem advisable, in which event the rents received on such reletting shall be applied first to the expenses of reletting and collection, including necessary renovation and alteration of the Premises, reasonable attorneys' fees and real estate commissions paid, and thereafter to payment of all sums due or to become due Lessor hereunder.

In either event, liability of Lessee for full rental provided for herein shall not be extinguished for the balance of the term of this Lease, and Lessee covenants and agrees to make good to Lessor any deficiency arising from a re-entry and reletting of the Premises at a lesser rental than the rental herein agreed to, and Lessor may bring an action therefor as such monthly deficiency shall arise. If Lessor elects the latter, it shall have the right to let any other available space in the Office Building before reletting or attempting to relet the Premises, and such action by

Lessor shall not relieve Lessee from any of Lessee's obligations hereunder. Lessee hereby waives all claims for damages that may be caused by Lessor's re-entry and taking possession of Premises or removing and storing the property of Lessee as provided in this Lease, and Lessee will save Lessor harmless from loss, costs or damages caused to Lessor. Such re-entry shall be considered a forcible entry.

22. **REMOVAL OF PROPERTY.** If Lessee shall fail to remove any of its personal property from the Premises or the Building at the termination of this Lease Lessor may, at its option, remove and store said property without liability for loss thereof or damage thereto, such storage to be for the account and at the expense of Lessee. If Lessee does not pay the cost of storing such property after it has been stored for a period of thirty (30) days or more, Lessor, may at its option, sell, or permit to be sold, any or all of such property at public or private sale, in such manner and at such time and place as Lessor shall select. The Lessor shall apply proceeds of such sale first to the cost and expense of said sale, including reasonable attorneys' fees actually incurred, second, to the payment of the costs or charges for storing any such property, third, to the payment of any other obligations which may then be or thereafter become due to Lessor, and fourth, the balance, if any, to Lessee.
23. **OPTION TO RENEW.** Lessee is hereby granted an option to renew this lease for one (1) additional period of six (6) months beginning April 30, 2009 upon the same terms and conditions as this lease, except that the rental for said renewal period shall be subject to the mutual agreement of the parties. In order to exercise this option to renew, Lessee shall on or before sixty (60) days prior to the termination of this lease, serve upon Lessor a written notice of their intention to renew this lease.
24. **NON-WAIVER.** Waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent of this Lease.
25. **SURRENDER OF POSSESSION.** Upon termination of this Lease, whether by lapse of time or otherwise, Lessee shall promptly and peacefully surrender Premises to Lessor.
26. **HOLDOVER.** If Lessee shall, with the written consent of Lessor, hold over after the expiration of the term of this Lease, such tenancy shall be a month-to-month tenancy, which may be terminated with thirty (30) days written notice by either party. During such tenancy the Lessee agrees to pay to Lessor an amount equal to 100% of the rent provided for herein, and to be bound by all terms, covenants and conditions of the Lease.

27. SUBORDINATION TO MORTGAGE. Lessee agrees that this Lease shall be subordinate to any mortgage that may hereafter be placed by Lessor upon the Land and Building and all renewals, replacements and extensions thereof; provided that the mortgagee named therein shall agree to recognize this Lease in the event of foreclosure if Lessee is not in default hereunder. If any mortgagee of the Land and Building wishes to have this Lease as a prior lien to its mortgage, the Mortgagee shall notify Lessee that this Lease shall be deemed prior to the lien of such mortgage. Within fifteen (15) days of presentation, Lessee shall execute any document which the mortgage document which may be required to effectuate the provisions of this clause 27 and shall execute estoppel certificates as requested by Lessor.

28. CONDEMNATION. If the whole of Premises, or if a portion of the facilities in the Building as may be required for the reasonable use of Premises, shall be taken by virtue of any condemnation or eminent domain proceeding, this Lease shall automatically terminate as of the date of such condemnation, or as of the date possession is taken by the condemning authority, whichever is earlier. Current rent shall be apportioned as of the date of such termination.

In the event of a partial taking of Premises, this Lease shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the floor area of Premises is reduced. Rent reduction shall be effective on the date of such partial taking.

No award for any partial or entire taking shall be apportioned, and Lessee hereby assigns to Lessor any award which may be made in such taking or condemnation together with any and all rights of Lessee now or hereafter arising; provided, however, that nothing herein shall be deemed to give Lessor any interest in or to require Lessee to assign to Lessor any award made to Lessee for the interruption of or damage to Lessee's business or for Lessee's moving expenses or the value of Lessee's property, if any, located on the Premises.

29. TAX ON RENTAL. The rent stated in paragraph 1.e. is exclusive of any sales, business and occupation, or any other tax based upon or measured by rents payable to Lessor hereunder. If during the Lease term any such tax becomes payable by Lessor to any governmental authority, the rent hereunder shall be deemed increased to net Lessor the same rent after payment by Lessor of any such tax as would have been payable to Lessor prior to the imposition of such tax. The foregoing does not apply to income, inheritance, gift or succession taxes payable by Lessor.

30. NOTICES. All notices under this Lease shall be in writing and delivered in person or sent by certified mail to Lessor's representative at the same place rent payments are made, and to Lessee at the Premises or such address as may hereafter be designated by either party in writing. Notices mailed shall be deemed given on the date of such mailing.

31. COSTS AND ATTORNEYS' FEES. If Lessee or Lessor shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease,

including any suit by Lessor for the recovery of rent or possession of the Premises, the losing party shall pay the prevailing party reasonable attorneys' fees and costs in such suit.

32. **LANDLORD LIEN.** Lessee hereby grants to Lessor a lien and security interest in Lessee's property located on the Premises. Such property shall be and remain subject to such lien and security interest of Lessor for payment of all rent and other sums agreed to be paid by Lessee herein. Said lien and security interest shall be in addition to and cumulative with the Lessor's liens provided by law. This lease shall constitute a security agreement under the Washington Uniform Commercial Code ("UCC") so that Lessor shall have and may enforce a security interest including, but not limited to, all fixtures, machinery, equipment, furnishings and other articles of personal property. Lessee shall execute as debtor such financing statement or statements as Lessor may now or hereafter reasonably require in order that such security interest or interests may be perfected pursuant to the UCC. Lessor may, at its election, at any time file a copy of this Lease as a financing statement. Lessor, as secured party, shall be entitled to all of the rights and remedies afforded a secured party under the UCC.
33. **QUIET ENJOYMENT.** Lessor warrants that is has full right to execute and perform the Lease and to grant the estate demised herein, upon payment of rent by Lessee; and upon Lessee's performance of all the covenants, terms and conditions Lessee shall peaceably and quietly hold and enjoy the Premises for the term hereby demised, without hindrance or interruption by the Lessor.
34. **CAPTIONS, CONSTRUCTION, and GOVERNING LAW.** The title to paragraphs of this Lease are for convenience only and shall have no effect upon the construction or interpretation of any part thereof. This Lease shall be construed and governed by the laws of the State of Idaho.
35. **LESSOR'S CONSENT.** Whenever Lessor's consent is required under the terms hereof, such consent shall not be unreasonably withheld.
36. **SUCCESSORS.** All of the covenants, agreements, terms and conditions contained in this Lease shall apply to and be binding upon Lessor and Lessee and their respective heirs, executors, and assigns.
37. **OTHER AGREEMENTS.** This Lease supersedes any and all other agreements whether written or oral which have or may have existed in the past between Lessor and Lessee.
38. **AUTHORITY.** Lessee warrants that he has all power and authority to enter into and execute this Lease and to perform the obligations of Lessee hereunder.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease Agreement on the date first above written.

LESSOR:
City of Coeur d'Alene
Kootenai County, Idaho

LESSEE:
The Salvation Army, a California
Corporation

By: _____
Sandi Bloem, Mayor

By: _____
Its: _____

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

By: _____

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 6th day of May, 2008, 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.

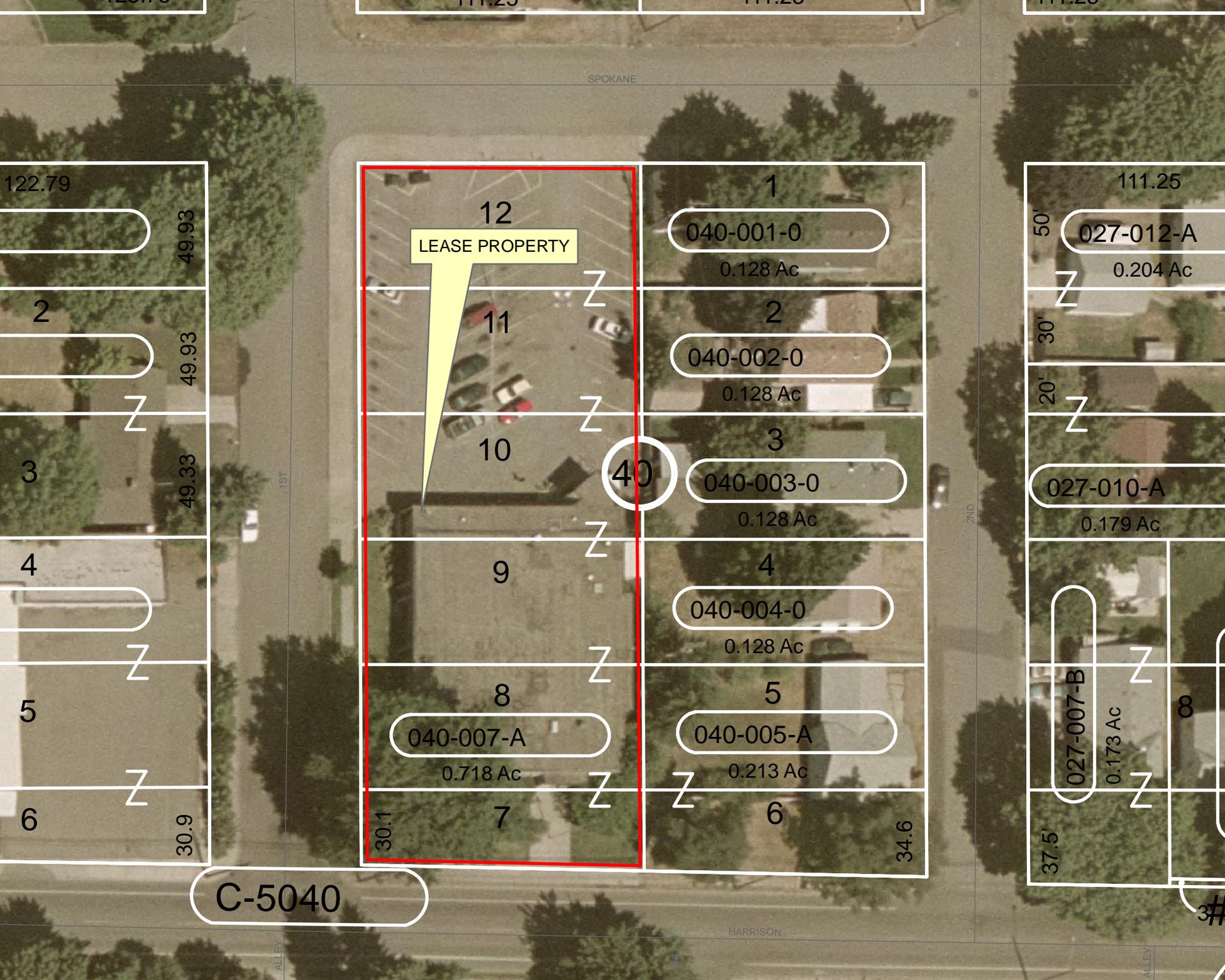
Notary Public for Idaho
Residing at _____
My Commission expires: _____

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

On this \_\_\_\_ day of May, 2008, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, of **The Salvation Army, a California Corporation**, 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: \_\_\_\_\_



SPOKANE

|        |       |
|--------|-------|
| 122.79 | 49.93 |
| 2      | 49.93 |
| 3      | 49.33 |
| 4      |       |
| 5      |       |
| 6      | 30.9  |

|    |                       |
|----|-----------------------|
| 12 | LEASE PROPERTY        |
| 11 |                       |
| 10 |                       |
| 9  |                       |
| 8  | 040-007-A<br>0.718 Ac |
| 7  |                       |

|   |                       |
|---|-----------------------|
| 1 | 040-001-0<br>0.128 Ac |
| 2 | 040-002-0<br>0.128 Ac |
| 3 | 040-003-0<br>0.128 Ac |
| 4 | 040-004-0<br>0.128 Ac |
| 5 | 040-005-A<br>0.213 Ac |
| 6 |                       |

|                       |                       |
|-----------------------|-----------------------|
| 111.25                | 027-012-A<br>0.204 Ac |
| 50'                   |                       |
| 30'                   |                       |
| 20'                   |                       |
| 027-010-A<br>0.179 Ac |                       |
| 027-007-B<br>0.173 AC | 8                     |
| 37.5'                 |                       |

C-5040

HARRISON

1ST ALLEY

2ND ALLEY

3#

# PUBLIC HEARINGS

## CITY COUNCIL STAFF REPORT

DATE: MAY 6, 2008  
TO: CITY COUNCIL  
FROM: SEAN HOLM, PLANNER  
SUBJECT: ITEM O-4-08: MODIFICATION OF CODE REGARDING SERVICE USE  
PARKING REQUIREMENTS

### **DECISION POINT**

The purpose of this amendment is to modify the existing service use parking requirements used to determine the number of stalls required for a hotel/motel use.

### **REQUEST**

The proposal is a private party request filed on March 3<sup>rd</sup>, 2008 by Kent Clausen of KVC Development Co. The request is for City Council to consider reducing the required number of parking spaces needed for hotel/motel development to one stall per sleeping room or unit. This request represents a 20% reduction in parking stalls for the hotel/motel designation.

Planning Commission reviewed the ordinance amendment (O-4-08) and approved the request on Tuesday April 8<sup>th</sup>, 2008.

### **CURRENT/PROPOSED CODE**

17.44.070: SERVICE USES:

*Service Activity Requirement:*

- Current Code:  
D. Hotel/motel 1.25 spaces for each room or unit; plus as required for accessory uses, such as restaurants, meeting halls, etc.
- Proposed Code:  
D. Hotel/motel 1 space for each room or unit; plus as required for accessory uses, such as restaurants, meeting halls, etc.

### **FINANCIAL ANALYSIS**

There is no financial impact associated with the proposed amendment.

### **PERFORMANCE ANALYSIS**

*2007 Comprehensive Plan excerpts:*

**The city seeks to accomplish its vision by:**

- Establishing standards and services that promote quality of life and facilitate commerce
- Organizing resources to accomplish goals
- Facilitating communication to promote unity and involvement

**Objective 2.02**

**Economic & Workforce**

**Development:**

- Plan suitable zones and mixed use areas, and support local workforce development and housing to meet the needs of business and industry.

**Our goals and objectives will be implemented by:**

- **Codes & ordinances** - (Existing, revised, or new): It is a priority to keep our code up-to-date by providing rational laws that govern future development.

Review of jurisdictions of similar size and geographical proximity yielded the following requirements:

- **Boise, ID** 1 per guestroom
- **Spokane, WA** 1 per guestroom
- **Spokane Valley, WA** 1 per guestroom
- **Bend, OR** 1 per guestroom, + 1 for manager
- **Wenatchee, WA** 1 per guestroom
- **Vancouver, WA** 1 per guestroom
- **Redmond, WA** 1 per rental room

#### **QUALITY OF LIFE ANALYSIS**

The amendment will reduce the total required parking spaces for hotel/motel use; however, all other city standards still apply.

#### **DECISION POINT**

Endorse or deny the request to amend the code to modify commercial parking requirements for hotel/motel use from 1.25 parking stalls per room to 1.0 parking stalls per room.

Date: May 6, 2008  
To: City Council  
From: David Yadon, Planning Director  
Doug Eastwood, Parks Director  
Subject: **Item O- 6-08 Amendment to Zoning Regulations** – Parks Allowed in Residential Zoning Districts

### **Decision Point**

The City Council is asked to consider allowing public and private parks in residential zoning districts by right.

### **History**

Parks are currently allowed in residential zoning districts by Special Use Permit.

The zoning code classifies what are typically considered parks in the following ways:

***Community assembly and cultural/nonassembly:*** Activities typically performed by, or at the following institutions or installations:

- 1. Open space areas of passive use character,***
- 2. Public meeting halls,*
- 3. Nonprofit museums, art galleries, libraries, and observatories.*

***Neighborhood recreation:*** Activities that include the use of small open spaces for nonstructured or passive recreation, typical of neighborhood or vest pocket parks; these parks, which could be publicly or privately owned and maintained, provide for the low intensity recreational needs of the immediate local vicinity.

***Public recreation:*** Activities typical of institutionally owned structures or public open space for passive or active recreation programs and life sports that include municipal parks, school playgrounds, public beach, YMCA.

For the past few years the Parks and Recreation Commission has discussed the possible need to rework how we provide for park uses in our zoning ordinance. The most recent discussion is highlighted in the recently completed Parks and Recreation Master Plan which states:

- ***Update the Zoning Code.*** The zoning code should be updated to clarify land use regulations for parks, and also specify how land is provided for parks.

***Park and Open Space Zoning Designation.*** During the next major Zoning Code update, a park and open space zoning designation or overlay should be added. Currently, parks are subject to the underlying zoning; some development standards, such as sign regulations, are inappropriate for meeting the needs of park sites. This can result in a longer land use process and development timeline.

*The park and open space designation or overlay should be developed jointly by the Parks Department and the Planning Department, with the goal of clarifying park standards and streamlining the park development process.*

An amendment that would allow for neighborhood recreation, public recreation and open space would address the Parks and Recreation Master Plan recommendation in the most efficient manner.

### **Performance Analysis**

Comprehensive Plan reference pages including 5, 18, 34, 39, 47, 55 and 86 and Park and Recreation Master Plan excerpt are relevant.

### **Quality of Life Analysis**

The proposed amendment is intended to “make the right thing the easy thing to do.” The “right things” in this case is the provision of parks and open spaces as desired in our plans for Coeur d’Alene.

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### **Decision Point Recommendation**

The Planning Commission recommended approval (4-1) on April 8, 2008.

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COUNCIL BILL NO. 08-1008  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 17.03.040, 17.05.002, 17.05.004, 17.05.020, 17.05.040, 17.05.082, 17.05.084, 17.05.100, 17.05.120, 17.05.180, 17.05.200, 17.05.260, 17.05.280, 17.05.340, 17.05.360, 17.05.420, 17.05.440 AND 17.44.050 TO AUTHORIZE NEIGHBORHOOD AND PUBLIC RECREATION USES IN RESIDENTIAL ZONES BY RIGHT; AMENDING SECTION 17.44.050 TO MODIFY THE EXISTING CIVIL USE PARKING REQUIREMENTS USED TO DETERMINE THE NUMBER OF PARKING STALLS REQUIRED FOR A COURTHOUSE; AND AMENDING MUNICIPAL CODE SECTION 17.44.070 TO AMEND THE PARKING REQUIREMENT FOR HOTELS AND MOTELS FROM 1.25 SPACES PER ROOM TO 1 SPACE PER ROOM; 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.** *Coeur d'Alene Municipal Code Section 17.03.040, is amended to read as follows:*

**17.03.040: GENERAL DESCRIPTION OF CIVIC ACTIVITIES:**

Civic activities include the performance of utility, educational, recreational, cultural, medical protective, governmental, and other activities which are strongly vested with public or social importance and are described as follows:

- A. Administrative: Activities typically performed by public, quasi-public, and public utility administrative offices such as city, county, state or similar offices.
- B. Community organizations: Activities typically performed by nonprofit organizations whether social, charitable, civic, or professional. This includes organizations such as the chamber of commerce, the Red Cross, labor unions, political organizations, and similar groups.
- C. Community assembly and cultural/nonassembly: Activities typically performed by, or at the following institutions or installations:
  - ~~1. Open space areas of passive use character,~~
  - 1.2. Public meeting halls,
  - 2.3. Nonprofit museums, art galleries, libraries, and observatories.

D. Community education: Activities typically performed by the following public or private institutions:

1. Foster care establishments.
2. Childcare facility licensed by the state of Idaho, department of health and welfare, providing twenty four (24) hour care and supervision for nine (9) or more children (plus 2 houseparents for each 6 children) who are under the age of eighteen (18), unrelated to the houseparents, and who have been placed voluntarily or by a state agency, court order or childcare agency, but who have not been placed under the jurisdiction of the youth rehabilitation act.
3. Daycare facilities, nursery schools, and kindergartens.
4. Elementary, junior high, intermediate, and high schools, colleges, and universities.

E. Hospital/healthcare: Activities typically performed by the following institutions:

1. Hospitals and health clinics.
2. Nursing homes, convalescent hospitals, rest homes, and homes for the aged, providing care for three (3) or more residents who require twenty four (24) hour skilled or intermediate care and medical supervision at a lower level than that provided by a hospital. The maximum number of residents shall be set by special use permit where required.
3. Rehabilitative facilities providing living accommodations, rehabilitation, and twenty four (24) hour supervision for three (3) or more residents who are in a recovery program for alcoholism, drug abuse, or mental illness. The maximum number of residents shall be set by special use permit, where required.
4. Handicapped or minimal care facility providing twenty four (24) hour care, group dining and supervision for nine (9) or more residents who are:
  - a. Physically or mentally handicapped or infirm and who are in need of residential rather than medical care; or
  - b. Capable of taking care of themselves in independent living units, but who prefer personal supervision. The maximum number of residents shall be set by special use permit where required.

F. Criminal transitional facility: Providing transitional living accommodations for three (3) or more residents who are on probation or parole for a felony. The maximum number and type of offenders, based on the offenses committed, the extent of supervision required, and the length of allowable transition period shall be set by special use permit.

G. Juvenile offenders facility: Providing twenty four (24) hour care and supervision for three (3) or more children (plus 2 houseparents) who are under the age of eighteen (18) and unrelated to the houseparents, and who have been placed voluntarily or by a state agency, court order or a childcare

agency, as a result of a criminal offense. The maximum number of residents shall be set by special use permit, where required.

- H. Religious assembly: Activities typically performed at churches, temples, synagogues, and other centers established for the pursuit of religious beliefs; this includes accessory residential uses typical of such religious centers.
- I. Neighborhood recreation: Activities that include the use of small open spaces for nonstructured or passive recreation, typical of neighborhood or vest pocket parks; these parks, which could be publicly or privately owned and maintained, provide for the low intensity recreational needs of the immediate local vicinity.
- J. Public recreation: Activities typical of institutionally owned structures or public open space for passive or active recreation programs and life sports that include municipal parks, school playgrounds, public beach, ~~YMCA~~.
- K. Essential services: Activities that include the maintenance and operation of public utilities typical of electric, gas, telephone, sewer and water lines. The following activities and facilities are also included in this group:
  - 1. Cemetery support services that are ordinary and necessary for the operation of a cemetery and that do not adversely impact the surrounding neighborhood. A monument company would be typical of a cemetery support service.
  - 2. Wireless communication facilities.
- L. Extensive impact: Activities that typically encompass large areas of land may detrimentally impact certain neighboring areas typical of prisons, airports, large electrical transforming installations, refuse dumps, and military installations.

**SECTION 2.** *Coeur d'Alene Municipal Code Section 17.05.002, is amended to read as follows:*

**17.05.002: PERMITTED USES; PRINCIPAL:**

Principal permitted uses in an R-1 district shall be as follows:

Essential service (underground).

"Home occupation" as defined in this title.

Single-family detached housing.

Neighborhood recreation.

Public recreation.

**SECTION 3.** *Coeur d'Alene Municipal Code Section 17.05.004, is amended to read as follows:*

**17.05.004: PERMITTED USES; SPECIAL USE PERMIT:**

Permitted uses by special use permit in an R-1 district shall be as follows:

Commercial film production.

Community education.

Essential service (aboveground).

~~Neighborhood recreation.~~

Noncommercial kennel.

~~Public recreation facilities.~~

Religious assembly.

**SECTION 4.** *Coeur d'Alene Municipal Code Section 17.05.020, is amended to read as follows:*

**17.05.020: PERMITTED USES; PRINCIPAL:**

Principal permitted uses in an R-3 district shall be as follows:

Administrative.

Essential service (underground).

"Home occupation", as defined in this title.

Single-family, detached housing.

Neighborhood recreation.

Public recreation.

**SECTION 5.** *Coeur d'Alene Municipal Code Section 17.05.040, is amended to read as follows:*

**17.05.040: PERMITTED USES; SPECIAL USE PERMIT:**

Permitted uses by special use permit in an R-3 district shall be as follows:

Commercial film production.

Community assembly.

Community education.

Community organization.

Convenience sales.

Essential service (aboveground).

~~Neighborhood recreation.~~

Noncommercial kennel.

~~Public recreation facilities, whether or not buildings are involved.~~

Religious assembly.

**SECTION 6.** *Coeur d'Alene Municipal Code Section 17.05.082, is amended to read as follows:*

**17.05.082: PERMITTED USES; PRINCIPAL:**

Principal permitted uses in an R-5 district shall be as follows:

Administrative.

Essential service (underground).

"Home occupation", as defined in this title.

Single-family detached housing.

Neighborhood recreation.

Public recreation.

**SECTION 7.** *Coeur d'Alene Municipal Code Section 17.05.084, is amended to read as follows:*

**17.05.084: PERMITTED USES; SPECIAL USE PERMIT:**

Permitted uses by special use permit in an R-5 district shall be as follows:

Bed and breakfast facility.

Commercial film production.

Community assembly.

Community education.

Community organization.

Convenience sales.

Essential service (aboveground).

~~Neighborhood recreation.~~

Noncommercial kennel.

~~Public recreation facilities, whether or not buildings are involved.~~

Religious assembly.

**SECTION 8.** *Coeur d'Alene Municipal Code Section 17.05.100, is amended to read as follows:*

**17.05.100: PERMITTED USES; PRINCIPAL:**

Principal permitted uses in an R-8 district shall be as follows:

Administrative.

Duplex housing.

Essential service (underground).

"Home occupation" as defined in this title.

Pocket residential development.

Single-family detached housing.

Neighborhood recreation.

Public recreation.

**SECTION 9.** *Coeur d'Alene Municipal Code Section 17.05.120, is amended to read as follows:*

**17.05.120: PERMITTED USES; SPECIAL USE PERMIT:**

Permitted uses by special use permit in an R-8 district shall be as follows:

A two (2) unit per gross acre density increase.

Boarding house.

Childcare facility.

Commercial film production.

Community assembly.

Community education.

Community organization.

Convenience sales.

Essential service (aboveground).

Group dwelling - detached housing.

Handicapped or minimal care facility.

Juvenile offenders facility.

~~Neighborhood recreation.~~

Noncommercial kennel.

~~Public recreation facilities, whether or not buildings are involved.~~

Religious assembly.

Restriction to single-family only.

**SECTION 10.** *Coeur d'Alene Municipal Code Section 17.05.180, is amended to read as follows:*

**17.05.180: PERMITTED USES; PRINCIPAL:**

Principal permitted uses in an R-12 district shall be as follows:

Administrative.

Duplex housing.

Essential service (underground).

"Home occupations", as defined in this title.

Pocket residential development.

Single-family detached housing as specified by the R-8 district.

Neighborhood recreation.

Public recreation.

**SECTION 11.** *Coeur d'Alene Municipal Code Section 17.05.200, is amended to read as follows:*

**17.05.200: PERMITTED USES; SPECIAL USE PERMIT:**

Permitted uses by special use permit in an R-12 district shall be as follows:

Boarding house.

Childcare facility.

Commercial film production.

Commercial recreation.

Community assembly.

Community education.

Community organization.

Convenience sales.

Essential service (aboveground).

Group dwelling - detached housing.

Handicapped or minimal care facility.

Juvenile offenders facility.

~~Neighborhood recreation.~~

Noncommercial kennel.

~~Public recreation, whether or not buildings are involved.~~

Religious assembly.

Restriction to single-family only.

Two (2) unit per gross acre density increase.

**SECTION 12.** *Coeur d'Alene Municipal Code Section 17.05.260, is amended to read as follows:*

**17.05.260: PERMITTED USES; PRINCIPAL:**

Principal permitted uses in an R-17 district shall be as follows:

Administrative.

Childcare facility.

Community education.

Duplex housing as specified by the R-12 district.

Essential service.

Home occupations as defined in this title.

Multiple-family.

Pocket residential development.

Single-family detached housing as specified by the R-8 district.

Neighborhood recreation.

Public recreation.

**SECTION 13.** *Coeur d'Alene Municipal Code Section 17.05.280, is amended to read as follows:*

**17.05.280: PERMITTED USES; SPECIAL USE PERMIT:**

Permitted uses by special use permit in an R-17 district shall be as follows:

Automobile parking when the lot is adjoining, at least one point, intervening streets and alleys excluded, the establishment which it is to serve; this is not to be used for the parking of commercial vehicles.

Boarding house.

Commercial film production.

Commercial recreation.

Community assembly.

Community organization.

Convenience sales.

Group dwelling - detached housing.

Handicapped or minimal care facility.

Juvenile offenders facility.

Ministorage facilities.

Mobile home manufactured in accordance with section [17.02.085](#) of this title.

~~Neighborhood recreation.~~

Noncommercial kennel.

Nursing/convalescent/rest homes for the aged.

~~Public recreation.~~

Rehabilitative facility.

Religious assembly.

Residential density of the R-34 district as specified.

Three (3) unit per gross acre density increase.

**SECTION 14.** *Coeur d'Alene Municipal Code Section 17.05.340, is amended to read as follows:*

**17.05.340: PERMITTED USES; PRINCIPAL:**

Principal permitted uses in an R-34 district shall be as follows:

Essential service.

Multiple-family housing.

Pocket residential developments as specified by the R-17 district.

Neighborhood recreation.

Public recreation.

**SECTION 15.** *Coeur d'Alene Municipal Code Section 17.05.360, is amended to read as follows:*

**17.05.360: PERMITTED USES; SPECIAL USE PERMIT:**

Permitted uses by special use permit in an R-34 district shall be as follows:

Automobile parking when the lot is adjoining at least one point of, intervening streets and alleys excluded, the establishment which it is to serve; this is not to be used for the parking of commercial vehicles.

Commercial recreation.

Community assembly.

Community education.

Convenience sales.

Four (4) unit per gross acre density increase.

Group dwelling detached housing.

Hotel/motel.

~~Neighborhood recreation.~~

Noncommercial kennel.

~~Public recreation.~~

Religious assembly.

**SECTION 16.** *Coeur d'Alene Municipal Code Section 17.05.420, is amended to read as follows:*

**17.05.420: PERMITTED USES; PRINCIPAL:**

Principal permitted uses in an MH-8 district shall be as follows:

Administrative.

Essential service (underground).

Home occupations, as defined in this title.

Individual mobile homes.

Single-family detached housing.

Neighborhood recreation.

Public recreation.

**SECTION 17.** *Coeur d'Alene Municipal Code Section 17.05.440, is amended to read as follows:*

**17.05.440: PERMITTED USES; SPECIAL USE PERMIT:**

Permitted uses by special use permit in an MH-8 district shall be as follows:

Commercial film production.

Community assembly.

Community education.

Community organization.

Convenience sales.

Essential service (aboveground).

Ministorage facility.

Mobile home park.

~~Neighborhood recreation.~~

Noncommercial kennel.

~~Public recreation.~~

Religious assembly.

**SECTION 18.** *Coeur d'Alene Municipal Code Section 17.44.050, is amended to read as follows:*

**17.44.050: CIVIC USES:**

Unless otherwise allowed by the relevant zoning or overlay district, the following off street parking is required for the specified civic uses:

| <u>Civic Uses</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <u>Requirement</u>                                                                                                                                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. Administrative                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1 space for each 300 square feet of gross floor area.                                                                                                                                                                                                                      |
| B. Community organization                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 1 space for each 300 square feet of gross floor area.                                                                                                                                                                                                                      |
| C. Community assembly:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                            |
| <del>1. Open space areas of passive use character, including such facilities in a park</del>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <del>1 space for each 5,000 square feet of passive recreational area or as prescribed by the planning director or director's designee pursuant to section 17.44.220 of this chapter.</del>                                                                                 |
| <del>2. Enclosed spaces:</del>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                            |
| a. Public meeting halls                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1 space for each 4 seats in assembly rooms.                                                                                                                                                                                                                                |
| b. Museum, art galleries, observatories                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1 space per 1,000 square feet of gross floor area.                                                                                                                                                                                                                         |
| c. Libraries                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 1 space per 300 square feet of gross floor area.                                                                                                                                                                                                                           |
| D. Community education:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                            |
| 1. Childcare facility                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1 space for each 4 beds.                                                                                                                                                                                                                                                   |
| 2. Juvenile offenders facility                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1 space for each 4 beds.                                                                                                                                                                                                                                                   |
| 3. Daycare facilities, nursery, schools                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Where the number of occupants (children plus employees) is less than 13, 2 off street parking spaces shall be provided. Where the number of occupants is equal to or greater than 13, 1 off-street parking space for each 5 persons or fraction thereof shall be provided. |
| 4. Elementary schools, junior high schools, intermediate schools                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                            |
| a. For permanent buildings:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 2 spaces for each classroom or teaching station, plus 1 space for every 8 seats in the largest assembly or meeting room.                                                                                                                                                   |
| <i>Exception: In the case of permanent school building(s), required off-street parking must meet the requirements of this code, unless the school enters into an agreement with the city to install the improvements. The agreement shall provide that the improvements will be installed within five (5) years of the city council approval of the agreement, and the school shall secure the agreement by a performance bond or other sufficient security acceptable to the city attorney. Such bonding or security shall be for one hundred fifty percent (150%) of the estimated costs of the improvements as determined by the city engineer.</i> |                                                                                                                                                                                                                                                                            |
| b. For portable classrooms:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Off street parking for these portable classrooms will not be required if the criteria are met as follows:                                                                                                                                                                  |
| (1)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | The school is a tax supported school accredited by the Idaho department of education.                                                                                                                                                                                      |
| (2)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | The school is nonprofit.                                                                                                                                                                                                                                                   |
| (3)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Portable classroom facilities shall not be considered an intensification of use as long as the added gross area does not exceed 12 percent of the gross floor area of the permanent school building(s). In addition, 3 classrooms or                                       |

teaching stations may be added above the 12 percent to an elementary school.

(4) The portable classrooms or other like facilities substituted or used in lieu of or for the original portable classroom(s) are temporary and "temporary" is defined as remaining at the school for a period of time not in excess of 5 years.

5. High schools\*\* 5 spaces per teaching station; plus 1 space for every 8 seats in largest assembly hall. However, the exceptions of subsection D4b of this section shall apply.

6. Colleges, universities, and vocational schools\*\* As determined by the planning commission in conjunction with a recommendation from the planning director or director's designee.

\*\* *Alternative parking arrangements proposed by the specific school, college, etc., may be acceptable as determined by the planning director or director's designee pursuant to section [17.44.220](#) of this chapter.*

E. Hospitals/health care:

1. Outpatient clinics 1 space for each 250 square feet of gross floor area.

2. Hospitals 3.25 spaces per bed.

F. Nursing/convalescent, rest homes and aged 1 space for every 2 beds; plus 1.5 spaces per dwelling unit when applicable.

G. Rehabilitative facilities (greater than 2 persons) 1.75 spaces for every bed.

H. Criminal transitional facility (greater than 2 persons) 1 space for each 4 beds.

I. Handicapped or minimal care facility (greater than 8) 1 space for every 4 beds or 1 for each 2 living units, whichever is greater.

J. Religious assembly 1 space for each 6 seats in largest worship hall.

K. Neighborhood recreation None required.

L. Public recreation As determined by the planning commission upon recommendation of the planning director or director's designee.

M. Essential services 1 space per building or 1 space per employee on the largest work shift, whichever is greater.

N. Extensive impact As required by the city council.

O. Courthouse As determined by the Planning Commission upon recommendation of the Planning Director or director's designee.

**SECTION 19.** *Coeur d'Alene Municipal Code Section 17.44.070, is amended to read as follows:*

**17.44.070: SERVICE USES:**

Unless otherwise allowed by the relevant zoning or overlay district, one space for each two hundred (200) square feet of gross floor area; plus one space for each office shall be required.

Service Activity Requirement

- A. Professional and administrative office (excluding medical and healthcare practitioners) 1 space for each 300 square feet of gross floor area.
- B. Medical and healthcare practitioners
  - 1. For offices with less than 1,500 gross square feet, the requirement shall be 1 space for every 250 square feet of gross floor area; plus 2 per doctor's office, but not less than 4 per building.
  - 2. For offices with 1,500 gross square feet or more, 3 spaces per patient care room.
- C. Veterinary office 3.5 spaces per examining room or treatment room.
- D. Hotel/motel ~~1-25~~ spaces for each room or unit; plus as required for accessory uses, such as restaurants, meeting halls, etc.
- E. Automotive fleet storage 1 space for each employee on the largest work shift, plus 1 space for each vehicle stored.
- F. Automotive parking In addition to the parking stalls, which are for lease: 1 space for each employee on the largest work shift. Off-street waiting spaces as follows:
  - Free flow entry; 1 space per entry driveway. Ticket dispense entry; 3 spaces per entry driveway. Attendant parking; 5 percent of parking capacity.
- G. Automotive rental Same as subsection F of this Section.
- H. Automotive repair and cleaning 3 spaces for each repair or cleaning bay; plus 5 off-street waiting spaces per car wash bay.
- I. Auto camp 1 space for each trailer/tent or RV space.
- J. Building maintenance 1 space for every 400 square feet of gross floor area, but not less than 3 per building.
- K. Business support services Same as subsection J of this Section.
- L. Communication services 1 space for every 300 square feet of gross floor area.
- M. Consumer repair services 1 space for every 250 square feet of gross floor area.
- N. Convenience services For beauty and barbershops; 1 space for every 250 square feet of gross floor area, but not less than 4 per building. Other convenience services: 1 space for every 300 square feet of gross floor area.
- O. Banks/financial services 1 space for each 200 square feet of gross floor area, plus 5 off-street waiting spaces for each drive-in window or teller unit.
- P. Funeral services 1 space for every 4 fixed seats in largest assembly room, or 1 space for every 28 square feet of floor area in largest assembly room where movable chairs are used, whichever is greater. In

addition, 1 space for each fleet vehicle stored.

- Q. General construction services 1 space for every 250 square feet of gross floor area, but not less than 4 per building. In addition, spaces as required for fleet vehicle storage.
- R. Group assembly:
1. Bowling alleys 4 spaces for each alley.
  2. Dancehalls 1 space for each 100 square feet of gross floor area.
  3. Theaters, auditoriums, and stadiums 1 space for each 4 fixed seats in largest assembly room and/or 1 space for each 28 square feet of gross floor area in largest assembly room where movable seating is used.
  4. All other group assembly 1 space for each 100 square feet of gross floor area. For drive-in theaters off-street waiting spaces shall be provided in the amount of 5 percent of the theater's vehicle capacity.
- S. Laundry services 1 space for every 250 square feet of gross floor area.
- T. Personal 1 space for each 250 square feet of gross floor area.
- U. Commercial recreation:
1. Golf course and Par 3 As determined by the planning commission, in conjunction with a recommendation from the planning director.
  2. Skating rink 1 space per 150 square feet of gross floor area.
  3. Tennis, racquetball and handball courts 3 spaces per court.
  4. Swimming centers 1 space per 75 square feet of surface water area.
  5. Marina 3 spaces for each 2 boat slips. When boat launching is provided, 10 percent of the total number of required parking spaces must be large enough to accommodate cars with trailers.
  6. For all other commercial recreation As determined by the planning commission, in conjunction with a recommendation from the planning director.
- V. Adult entertainment:
1. Theater or mini-theater Same as theaters, auditoriums and stadiums.
  2. Bookstores or arcades 1 space for each 250 square feet of gross floor area.

**SECTION 20.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 21.** 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 22.** 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 23.** 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 May, 2008.

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

ATTEST:

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

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_

Amending Title 17 – Zoning re: O-3-08, O-4-08 & O-6-08

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 17.03.040, 17.05.002, 17.05.004, 17.05.020, 17.05.040, 17.05.082 17.05.084, 17.05.100, 17.05.120, 17.05.180, 17.05.200, 17.05.260, 17.05.280, 17.05.340, 17.05.360, 17.05.420, 17.05.440 AND 17.44.050 TO AUTHORIZE NEIGHBORHOOD AND PUBLIC RECREATION USES IN RESIDENTIAL ZONES BY RIGHT; AMENDING SECTION 17.44.050 TO MODIFY THE EXISTING CIVIL USE PARKING REQUIREMENTS USED TO DETERMINE THE NUMBER OF PARKING STALLS REQUIRED FOR A COURTHOUSE; AND AMENDING MUNICIPAL CODE SECTION 17.44.070 TO AMEND THE PARKING REQUIREMENT FOR HOTELS AND MOTELS FROM 1.25 SPACES PER ROOM TO 1 SPACE PER ROOM; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

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Susan K. Weathers, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Amending Title 17 – Zoning re: O-3-08, O-4-08 & O-6-08, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 6<sup>th</sup> day of May, 2008.

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Warren J. Wilson, Chief Deputy City Attorney