

Coeur d'Alene

CITY COUNCIL MEETING

June 3, 2008

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM,
MAY 20, 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, May 20, 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	)	

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

INVOCATION was led by councilman Bruning.

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

PRESENTATIONS:

PROCLAMATION - BEACH SAFETY WEEK: On behalf of Mayor Bloem, Councilman Bruning read the Mayor's proclamation announcing the week of May 20th as Beach Safety Week. Nancy Lowery, City Beach Manager accepted the proclamation. She introduced the members of the lifeguard staff that will work at City Beach this summer.

PUBLIC COMMENTS:

Stonecalf Warriorwoman, 1421 N. 9th Street Apt. B4, read two prayers regarding generosity. She warned citizens of Vice President Chaney's attempts at mind control and announced that she would be willing to be Barack Obama's Vice-Presidential candidate.

RELAY FOR LIFE: Susan Snedaker, 821 Hastings Ave., presented a quilt made by seven women for the Reach for Recovery breast cancer program. She announced that this weekend is the 15th Annual Relay for Life to be held at Greyhound Park. She noted that two weeks ago she had requested assistance with a zoning violation. She believes the ordinance does not have any teeth regarding a boarding house. She believes that now is the time for the City to enact an ordinance involving both long term and transient housing (renting for a day, week, or month). She believes that the City should institute a small fee (\$5) to register rental property. Currently a rental property in her neighborhood

has 6 people living in the house. She noted that Big Bear Lake has an ordinance relating to this issue. She also has not received a response to her questions regarding transitional housing and would like to know the Council's position on this issue.

SIDEWALK REPAIRS: Barb Crumpacker, 1015 Lakeside, had repaired her sidewalk and, if the City does take over the repairing of sidewalks, she would like to be reimbursed for her expenditures. She also voiced her concern of having City employees do the work but believes it would be more prudent to have the City contract with a business to do the work. Councilman Goodlander responded that the City should compensate those people that had repaired their sidewalks. She also suggested that Ms. Crumpacker attend the City's sidewalk meetings. Councilman Kennedy concurred with Councilman Goodlander in supporting reimbursement to those who repaired their sidewalks. He also noted reasons why contracting out the sidewalk repairs is not feasible mainly due to the ADA requirements and the unique challenges of the various sidewalks as well as the need for additional staffing for the Street crews during the winter.

Kathy Kinsel, 621 Foster, thanked the Council for keeping an open mind in resolving the issue with sidewalk repairs and working with the citizens. She also requested that the areas that received the notices for repairs be the first sidewalks repaired by the City.

Dave Fealko, 1005 Front Avenue, requested Council reimburse those who had repaired their sidewalks and asked about the process that prioritizes the future repairs. Councilman Hassell responded that the City will come up with a list of all sidewalks and prioritize according to location to civic, business and then residential areas. Mr. Fealko asked if the City is going to help homeowners with the trees located in the right-of-way abutting their property. He also noted that he had repaired his sidewalk about 1 ½ years ago and wanted to know if he was going to be reimbursed for his repairs. Regarding trees, Councilman Hassell responded that associated tree work that goes along with sidewalk repairs will have Urban Forestry and Parks Department assistance in keeping the trees from being destroyed. In regard to reimbursement, he noted that if anyone received a letter, and they repaired their sidewalks they would be reimbursed.

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

1. Approval of minutes for May 6, 2008.
2. Due to the Memorial Day holiday the General Services Committee and Public Works Committee meetings are being set for **TUESDAY** May 27th at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 08-027: 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 DECLARATION OF SURPLUS PROPERTY FOR THE ANNUAL CITY SURPLUS AUCTION; APPROVAL OF A MUTUAL AID AGREEMENT WITH THE SPOKANE VALLEY FIRE DEPARTMENT; APPROVAL OF A PROFESSIONAL COLLECTION SERVICES AGREEMENT WITH CHAPMAN FINANCIAL SERVICES, INC.; APPROVAL OF SS-20-07 – FINAL PLAT

APPROVAL AND SUBDIVISION IMPROVEMENT AGREEMENT FOR BROKEN BARN ESTATES; APPROVAL OF SS-21-07 – FINAL PLAT APPROVAL AND SUBDIVISION IMPROVEMENT AGREEMENT FOR FRUIT LAND FIRST ADDITION; APPROVAL OF OUTDOOR EATING FACILITY ENCROACHMENT PERMITS AGREEMENTS FOR IRONHORSE RESTAURANT, MOOSE MARKET, AND THE WINE CELLAR ON E. SHERMAN AVE., AND APPROVAL OF AN AGREEMENT WITH THE CITY OF HAYDEN FOR USLA LIFEGUARD TRAINING.

4. RESOLUTION 08-028: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SUPPORTING SUBMITTAL FOR A ONE MILLION TWO HUNDRED THOUSAND DOLLAR GRANT FOR THE GOVERNMENT WAY (DALTON TO HANLEY) RECONSTRUCTION PROJECT.
5. RESOLUTION 08-029: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AMENDING FEES FOR DOWNTOWN PUBLIC PARKING LOTS BY INCREASING THE NUMBER OF EVENT PARKING DAYS AND EXPANDING EVENT PARKING TO ALL CITY OWNED PUBLIC PARKING LOTS.
6. Approval of bills as submitted and on file in the Office of the City Clerk.
7. Setting of public hearings: A-2-08 - Zoning and Annexation of 2212 W. Prairie Ave. for June 17, 2008.
8. SS-3-08 - Final Plat Approval for Riverview Condominiums, 1st Addition
9. Approval of beer/wine license for La Paistre at 502 E. Sherman Ave.
10. Approval of street closure permit for a Farmer's Market on Memorial Day (May 26th) and Labor Day (Sept. 1st) on 5th Street from 9:00 a.m. to 5:00 p.m.

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

COUNCIL COMMENTS:

COUNCILMAN GOODLANDER: Councilman Goodlander reported on the statistics regarding last month's patron usage of the new Library.

COUNCILMAN HASSELL: Councilman Hassell noted that the City enters into various cooperative agreements such as lifeguard training for the City of Hayden which helps keep property taxes down for both entities.

COUNCILMAN KENNEDY: He noted that today is the school voting day and next Tuesday (May 27th) is the Primary election.

MAYOR BLOEM: Mayor Bloem announced that there will be an information meeting regarding the Higher Education Corridor at NIC's Meyer Health and Science Building on Thursday (May 22nd) at 6:30 p.m. and urged all those who are interested to attend this forum.

ADMINISTRATORS REPORT: Deputy City Administrator Jon Ingalls announced that there are some city facilities including the Independence Point Dock, 3rd Street Boat launch and possibly 3rd street parking lot that will be closed due to impending flooding.

AIC CONFERENCE VOTING AND ALTERNATE VOTING DELEGATES: Motion by Hassell, seconded by Goodlander to select the Mayor as the voting delegate and Councilman Kennedy as alternate for the 2008 Annual AIC Conference held June 25-27, 2008. Motion carried.

RESOLUTION NO. 08-030

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A SERVICE PROVIDER AGREEMENT WITH CERTIFIED PAYMENTS, INC. TO ENABLE THE CITY TO ACCEPT VISA, MASTERCARD, AMERICAN EXPRESS AND DISCOVER CARDS AS PAYMENT FOR UTILITY BILLS.

STAFF REPORT: Finance Director Troy Tymesen reported that the proposed contract is to allow the city to accept credit card payments for utility bills. He noted that the City will not be charged an annual fee, a charge back fee or user fee. The plan is to start accepting credit card payments for utility bills and eventually allow credit card payments for other departments' services. He also noted that there is a 30-day cancellation clause with this company. Councilman Bruning asked if the credit card service could be used for the Parks Department. Councilman Hassell also requested that the Parks Department and Cemetery be added to the second tier of accepting credit card payments. Councilman Edinger also asked about using credit card payments for Building permits.

Motion by Goodlander, seconded by Hassell to adopt Resolution 08-030.

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

RESOLUTION NO. 08-031

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC., FOR LOW PHOSPHORUS DEMONSTRATION PILOT FACILITY.

STAFF REPORT: WWTP Superintendent Sid Fredrickson presented an overview of the treatment process demonstration testing at the Wastewater Treatment Plant. He noted that EPA requires Wastewater treatment plants comply with their emission standards by the end of the 7-year permit cycle. Councilman Kennedy noted that the State of Washington dictates the emission standards for Northern Idaho and their standards are the highest in the United States. Mr. Fredrickson also noted that no treatment plant in the

world could currently meet the standards that have been imposed by the State of Washington.

Motion by Hassell, seconded by Kennedy to adopt Resolution 08-031.

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

SIDEWALK POLICY REVISION: Deputy City Administrator explained that staff recommends that the Council adopt Alternative No. 5 creating the ADA Hazard Abatement account and policy that would enable the City to repair sidewalks and pedestrian ramps with in-house city staff, and which would be tied to the collection of foregone taxes so that repairs done by the City do not defer from established priorities and services. He noted that the earliest that taxes would be considered is this fall during the budget process. If budgeted as recommended, by the summer of 2009, staff could have the program staffed and up and running. Mr. Ingalls reported that staff also recommends that sidewalk repairs be approached on a geographic basis as opposed to tying them to the overlay program. He noted that staff would present to the Council a list of those areas they would like to be working in over the next several years. Councilman Kennedy proposes amending the motion to change the policy by stating that going forward this policy would prioritize ADA sidewalk compliance requirements through the prioritization by a citizen committee. He noted that the intent is not to just replace downtown sidewalks first. City Attorney Gridley explained that the reason for creating a priority list is to reduce the liability for complying with ADA standards and noted that civic areas include the routes to such civic places as schools, markets, and libraries. Councilman Edinger suggested that the Ped./Bike Committee take on the task of prioritizing sidewalk repairs. City Attorney Gridley believes that it should not just be the Ped./Bike Committee but also participation by a citizen group.

Motion by Kennedy, seconded by Hassell to direct staff to proceed with Alternative No. 5, to prepare the necessary resolution for the adoption of a revised sidewalk policy and to consider the financial costs for inclusion in the FY 2008-2009 budget. Motion by Edinger, seconded by Kennedy to call for the question. Motion carried. Main motion then carried.

ORDINANCE NO. 3333
COUNCIL BILL NO. 08-1009

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF A GENERAL OBLIGATION BOND OF THE CITY IN THE AGGREGATE PRINCIPAL AMOUNT OF \$573,941 TO PROVIDE FUNDS TO PAY A PORTION OF THE COST OF THE RENOVATION OF A CITY FIRE STATION AND TO PAY COSTS OF ISSUANCE OF SUCH BOND; PROVIDING THE DATE, FORM, TERMS AND MATURITIES OF THE BOND; PROVIDING FOR THE ANNUAL LEVY OF TAXES TO PAY THE

PRINCIPAL OF AND INTEREST ON THE BOND; AND AUTHORIZING THE SALE OF THE BOND.

STAFF REPORT: Finance Director Troy Tymesen reported that in 2005 the citizens voted for a G.O. Bond which allowed the City to take \$3,000,000 to public safety improvements. Tonight we are looking at issuing \$573,941 in bonds to cover the costs of improving Fire Station No. 2, and the completion of the Fire Administration building and the purchase of a fire truck. He introduced Eric Heringer from Seattle-Northwest Securities Corporation regarding the issuance of the bonds. Mr. Heringer reported that most of the bonds were sold in 2006 and tonight staff is requesting Council to authorize the sale of the remaining \$573,941 portion of the bonds. This last portion will be for a 7-year term bond is bank qualified and will be issued to US Bank with an interest rate of 3.931%.

Motion by Kennedy, seconded by Hassell to pass the first reading of Council Bill No. 08-1009.

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

Motion by Edinger, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 08-1009 by its having had one reading by title only.

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

RECESS: Mayor Bloem called for a recess at 8:05 p.m. The meeting reconvened at 8:15 p.m.

PUBLIC HEARING - O-4-08 - AMENDING OFF-STREET PARKING REQUIREMENTS FOR HOTELS/MOTELS: Mayor Bloem noted that this is a public hearing that had been continued from the May 6th Council meeting. The staff report was given by City Planning Director, Dave Yadon.

Mr. Yadon reported that this proposal is a private-party request from Ken Clausen of KVC Development Company who is asking the Council to reduce the required number of parking spaces needed for hotel/motel development to one stall per sleeping room or unit. He noted that this represents a 20% reduction in parking stalls for the hotel/motel designation.

On April 8, 2008 the Planning Commission heard this request and recommended approval.

Councilman McEvers questioned why the Parking Commission was not asked to review this proposed code amendment. Mr. Yadon explained that the Parking Commission was created to oversee the on-street and off-street parking in the Downtown Business Core

and was later expanded to Midtown. He noted that this proposed code amendment would affect all hotel/motel sites throughout the City excluding those areas in the Downtown/Midtown and Infill areas.

PUBLIC COMMENTS: Ken Clauson, 7807 East Big Rock Rd. Spokane, WA commented that this ordinance would bring the parking requirements in line with other cities throughout the region. He also noted that nationally hotel/motel franchises are generally required to have 1 stall per guest room.

Motion by Goodlander, seconded by Hassell to approve the proposed amendments to the off-street parking regulations for hotels/motels and direct staff to prepare the necessary ordinance. **ROLL CALL:** Bruning, Aye; Edinger, Aye; Goodlander, Aye; Hassell, Aye; Kennedy, Aye; McEvers, Aye. Motion carried.

PUBLIC HEARING - O-1-07d - MODIFICATION TO THE INFILL OVERLAY REGULATIONS: Mayor Bloem read the rules of order for this public hearing. City Planning Director, Dave Yadon, gave the staff report.

Mr. Yadon reported that the proposed amendments would modify the development standards in the following ways:

- For the Design Overlay - East it would increase the allowable building height from 35 feet to 38 feet for commercially zoned property, and
- For all Design Overlay district - establish side yard setbacks for construction abutting existing single-family residences, and
- Add a design guideline for the Design Overlay – East zone establishing maximum horizontal dimensions of not more than 100’ and a minimum 15’ separation of buildings facing a street.

Mr. Yadon noted that the Design Review Commission has reviewed the suggested changes.

Mayor Bloem asked if the height is from the curb level. Mr. Yadon explained that the height limit is measured from the finished grade of the building which could be higher than curb level.

PUBLIC COMMENTS: Barb Crumpacker, 1015 Lakeside, supported the proposed amendments except that she would like to see the height limit at 35’. Dave Fealko, 1005 Front Avenue, can accept 38’ from existing ground level, but his concern is the berming up of land for new structures. Lynn Morris, 304 S. 11th Street, representing the East Mullan Homeowners Association thanked the City Council and Planning Commission for listening to their group’s suggestions, and noted that they have had a concern of berming for some time. She noted that the East Mullan Homeowners Association supports the proposed modifications. Rita Sims-Snyder, 818 Front Avenue, encouraged Council to approve the proposed amendments. She noted that she would rather see the setback amendments be required for single-family homes not just single-story homes.

Motion by Hassell, seconded by Goodlander to approve the proposed modifications to the Infill Overlay Regulations and to direct staff to prepare the necessary ordinance amending the existing regulations. ROLL CALL: Edinger, Aye; Goodlander, Aye; Hassell, Aye; Kennedy, Aye; McEvers, Aye; Bruning, Aye. Motion carried.

Motion by Edinger, seconded by Kennedy that the Council supports addressing the berming regulations. Motion carried.

PUBLIC HEARING - O-5-08 - AMENDMENTS TO THE ZONING PERFORMANCE STANDARDS: Mayor Bloem gave the rules of order for this public hearing. City Planner Dave Yadon gave the staff report.

Mr. Yadon reported that over the past several months a couple of issues of easily remedied problems have come to the attention of staff.

The first issue involves the impact to existing commercial and/or manufacturing zoned properties when an abutting property is rezoned to residential. Our noise performance standard protects residentially zoned properties only. In other words, he explained, the uses of surrounding properties cannot create noise above a given level measured from the residential property. A problem arises when a commercial or manufacturing property is rezoned to residential because the surrounding properties are not subject to restrictions on noise that may not have applied to them prior to the rezone. Staff is proposing to amend the performance standards to resolve this issue.

The second involves the recently adopted Accessory Dwelling Unit regulations, in that the City requires that either the accessory or principal dwelling unit be occupied by the owner or a relative of the owner. We have had an issue with creative individuals transferring a minor (1% or more) ownership stake in the property to a tenant to get around this requirement. To resolve this issue, staff is recommending that the code be amended to require that a majority owner or relative live in the accessory or principal dwelling.

In summary Mr. Yadon explained that in both instances, the code amendments are aimed at correcting unintended consequences of previously adopted codes. In the case of the accessory dwelling unit amendment, the proposed amendment will ensure that the original intent of the code is being met. In the case of the performance standards, the amendment is aimed at protecting surrounding property owners when the City determines that a zone change on a neighboring property is appropriate.

PUBLIC COMMENTS: Susan Snedaker, 821 Hastings, asked how the Council plans on enforcing this code amendment if in fact the Council can enforce it. Troy Tymesen, Finance Director, noted that the Finance Department, who does the City's utility billing, requires that the owner be responsible for paying the utility bills and thus the policing of this ordinance would be done through the utility billing process.

Motion by Edinger, seconded by Goodlander to approve the proposed amendments to the zoning performance standards and direct staff to prepare the necessary ordinance. ROLL CALL: Goodlander, Aye; Hassell, Aye; Kennedy, Aye; McEvers, Aye; Bruning, Aye; Edinger, Aye. Motion carried.

PUBLIC HEARING - ZC-2-08 - ZONE CHANGE AT 3285 FRUITLAND LANE:

Mayor Bloem read the rules or order for this quasi-judicial public hearing. Councilman Bruning declared a conflict of interest and recused himself from this hearing. Councilman Kennedy noted that Mr. Hocker had discussed this issue with him. Councilman Hassell and Goodlander noted that they have had discussed with staff regarding this site. Senior Planner John Stamsos gave the staff report.

Mr. Stamsos gave the applicant's name as the City of Coeur d'Alene, the location as a 3.25 acre parcel at 3285 Fruitland Lane and the reason for the request as a zone change from MH-8 to R-17. He went on to give the staff analyses for land use, zoning, utilities, streets and traffic. He noted that the Planning Commission also approved a PUD to accompany this requested zone change.

On April 8, 2008 the Planning Commission recommended approval of the requested zone change with the following conditions:

1. The formation of a homeowners association, pursuant to Section 17.07.235 of the Municipal Code, to ensure perpetual maintenance of all open space areas.
2. Install sanitary sewer main lines and appurtenances in both Neider Avenue and Howard Street to the westerly and northerly boundaries of the subject property.
3. Connect the existing water main lines in Fruitland Lane and Howard Street with a twelve inch (12") loop. Install all appurtenances and fire hydrants necessary in both Neider Avenue and Howard Street and "stub out" of Howard Street for future extension to the north.
4. Construct Neider Avenue to a full forty foot (40') road section and Howard Street to a full thirty six foot (36') road section with concrete curbing on both sides and sidewalk along the frontages of the subject property. Both Howard and Fruitland will be required to be constructed from the current end of asphalt of Fruitland/Howard intersection. Install concrete curb, sidewalk and pavement widening along the Fruitland Lane frontage to meet current City standards.
5. Utilize centralized storm water swale locations in lieu of curbside swales to facilitate maintenance.

105 notices were sent out regarding this public hearing with 3 responses being received - 1 opposed 2 neutral.

PUBLIC COMMENTS: Troy Tymesen, representing the applicant which is the City of Coeur d'Alene, noted that the proposed project and PUD is to allow for workforce housing and the City is partnering with St. Vincent DePaul who has received HUD funding for the construction of the proposed housing units. He also noted that future projects for this subject property is to include senior housing units.

Sheryldene Rogers, consultant with St. Vincent DePaul, described the type of development proposed for this site. She noted that HUD 2002/811 program is for funding very low income elderly housing and very low income persons with disabilities. She noted that this is independent living, and it is permanent housing not transitional. Approximately \$1.3 million for 15 units has been allocated by HUD for this project. She went on to explain the requirements for having HUD grant funding. She noted that the City is required to be the landowner with a long-term lease for the housing project. She noted that the initial phase is to provide affordable housing for persons with disabilities and later phases will include housing for low-income seniors. She reviewed the timeline for this project with late 2009 realizing occupancy of the housing units. In response to Councilman Hassell's question, Ms. Rogers noted that Phase 2 will have approximately 15 units.

Steve Anthony, Recreation Director, spoke in support of this project as he works with the Special Needs program. He noted that he has a son with disabilities who is a responsible person who has not missed a shift at his job at Albertson's in the past several years. However, he noted that his son will never be rich but with this type of program could become an independent responsible adult within our society.

Harold Hocker, 1413 E. Spokane Ave. voiced his concern of the lack of parking spaces for these units. He also voiced his concern regarding how the city is going to have 45 units that have 2-3 bedrooms per unit fit on this 3+ acre parcel and have only one parking space for these multiple-bedroom units. Mr. Tymesen responded that this project is for 500 sq. ft. units with one bedroom and provides for one parking space per unit.

Motion by Hassell, seconded by Kennedy to approve the requested zone change at 3285 Fruitland Lane from MH-8 to R-17 with the recommended conditions and to adopt the Findings and Order of the Planning Commission.

DISCUSSION: Councilman McEvers asked besides donating the land for this project, what other funding from the City is going to be used. Mr. Tymesen responded that City staff is proposing to take the impact fees in that quadrant to construct the streets to city standards and to pay a portion of the cost of the utility infrastructure for this project.

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

RECESS: Mayor Bloem called for a 2-minutes break at 10:00 p.m. The meeting reconvened at 10:05 p.m.

PUBLIC HEARING - AMENDEMENTS TO THE ANNUAL APPROPRIATIONS FOR FY 2007-2008: Mayor Bloem gave the rules or order for this public hearing. Finance Director Troy Tymesen gave the staff report.

Mr. Tymesen reported that the proposed budget amendments include \$4,638,199 in additional revenues which will be used to defray the costs of additional expenditures incurred thus far this fiscal year.

PUBLIC COMMENTS: Mayor Bloem called for public comments with none being received.

ORDINANCE NO. 3334
COUNCIL BILL NO. 08-1010

AN ORDINANCE AMENDING ORDINANCE NO. 3314, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2007 APPROPRIATING THE SUM OF ~~\$66,679,040~~ \$71,317,159, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D'ALENE IN THE SUM OF \$4,638,199; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE HEREOF.

Motion by Goodlander, seconded by Hassell to pass the first reading of Council Bill No. 08-1010.

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

Motion by Hassell, seconded by McEvers to suspend the rules and to adopt Council Bill No. 08-1010 by its having had one reading by title only.

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

EXECUTIVE SESSION: Motion by Hassell, seconded by McEvers to enter into Executive Session as provided by I.C. 67-2345, SUBSECTION F: To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel as executive session does not satisfy this requirement.

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

The Council met in Executive Session at 10:45 p.m. Those present were the Mayor, City Council, City Administrator, and City Attorney.

Matters discussed were those of litigation. No action was taken and the City Council returned to their regular session at 10:50 p.m.

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

The meeting adjourned at 10:50 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 08-032

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 ANNUAL CONTRACT RENEWAL WITH KOOTENAI MEDICAL CENTER FOR USE OF THE MCGRANE FACILITY POOL; APPROVAL OF S-3-06 – MAINTENANCE / WARRANTY AGREEMENT FOR HAWK'S NEST 1ST AND 2ND ADDITIONS; APPROVAL OF ANNUAL CONTRACT RENEWALS WITH A) BMX ASSOCIATION AND B) HANDSHAKE PRODUCTIONS; APPROVAL OF S-4-05 – FINAL PLAT APPROVAL AND SUBDIVISION IMPROVEMENT AGREEMENT FOR BELLERIVE, 2ND ADDITION AND APPROVAL OF AN OUTDOOR EATING ENCROACHMENT AGREEMENT FOR LE PIASTRE RESTAURANT AT 501 E. SHERMAN.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "1 through 5" and by reference made a part hereof as summarized as follows:

- 1) Approval of Annual Contract Renewal with Kootenai Medical Center for use of the McGrane Facility Pool;
- 2) Approval of S-3-06 – Maintenance / Warrant Agreement for Hawk's Nest 1st and 2nd Additions;
- 3) Approval of Annual Contract Renewals with A) BMX Association and B) Handshake Productions;
- 4) Approval of S-4-05 – Final Plat Approval and Subdivision improvement Agreement for Bellerive, 2nd Addition;
- 5) Approval of an Outdoor Eating Encroachment Agreement for Le Piastre Restaurant at 501 E. Sherman;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 5" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify

said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 3rd day of June, 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 GOODLANDER Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

Staff Report

To: City Council

From: Recreation Director

Date: May 29, 2008

Decision Point:

The Recreation Department is seeking authorization from City Council to renew the annual agreement with Kootenai Medical Center for use of the Terrill Aquatic Center.

History:

For the past three years the City of Coeur d'Alene has leased the Terrill Aquatic Center pool to teach children's swimming lessons. In the last two years the City has taught over 500 children how to swim.

Financial Analysis:

The City pays Kootenai Medical Center \$25.00 an hour for use of the pool. The cost of the pool rental is included in the registration fees we charge the participants.

Performance Analysis:

By using the Terrill Aquatic Center the Recreation Department is able to offer children's swimming lessons.

Quality of Life Analysis:

Swimming is a very important lifetime skill. Since we live by several lakes. The Recreation Department staff feels it is very important that children learn to swim. Through our partnership with the hospital we are able to provide this valuable service.

Decision Point\Recommendation:

Staff recommends approval of this agreement.

PROVISION FOR FACILITY UTILIZATION AGREEMENT

This agreement by and between the *City of Coeur d'Alene*, Kootenai County, Idaho, hereinafter referred to as the "**City**" and *Kootenai Medical Center, Department of Rehabilitation Services*, in Kootenai County, Idaho, hereinafter referred to as "**KMC – DRS**", is entered into on 3 September 2008, to continue for a period of one calendar year through 2 September 2009, or until terminated by either party as defined under Term & Termination.

SERVICES:

This agreement describes terms, conditions and charges associated with the **City** using the **KMC – DRS** Terrill Aquatic Center, in the McGrane Building, to conduct swim lesson programs in order to improve and develop the water safety programs available to the citizens of Coeur d'Alene and the surrounding communities.

KMC – DRS AGREES TO:

KMC – DRS agrees to maintain and provide the **City** with key access to its therapeutic pool at the Terrill Aquatic Center, McGrane Building, as well as the associated male and female locker rooms in that facility.

CITY AGREES TO:

- The **City** acknowledges that the use of the pool is a revocable privilege granted to the **City** by **KMC – DRS**. This privilege is contingent upon the **City** adhering to **KMC – DRS**'s rules and regulations. The privilege is also contingent upon the pool water, pool area, locker rooms, hallways, lobby, entry way and parking lot being left clean and free of damage. This privilege is also contingent upon the physical presence of an adult (21 year of age or old) during all times of **City** use of the facility; this individual will be responsible for opening the facility and inspecting all defined areas prior to closing, and locking, the facility. The use of the facility will be strictly limited to the areas defined in the third sentence of this bullet.
- The **City** is self-insured to \$500,000.00 and will provide **KMC – DRS** with proof of said insurance.
- The **City** agrees to provide a written request for pool use one month prior to the start date, including start of associated staff training sessions. Ongoing written communication regarding upcoming sessions (including start date, end date and anticipated user volumes) must be provided to the **KMC – DRS** Certified Pool Operator, or designee.
- The **City** agrees that the adult supervisor will be the sole individual issued a key for the facility access. (The **City** further agrees that they will assume financial responsibility for costs associated with "re-keying" the McGrane facility in the event that the adult supervisor loses the key.)
- The **City** agrees that the adult supervisor will schedule time with the **KMC – DRS** Certified Pool Operator to receive instruction in KMC pool policies and procedures.
- The **City** agrees to limit staff and client access within the McGrane Building to: the pool, the men's locker room, the women's locker room, the west entrance, the west lobby, the west waiting and vending area, and the connecting hallways. No staff or clients are

allowed behind the west reception desk or in the pool staff office. Further, federal health care privacy regulations forbid pool users for accessing computers, entering patient record files, or reviewing any **KMC – DRS** written records or materials that may have been inadvertently left lying about.

- The **City** agrees to provide onsite supervision and a Certified Life Guard on the pool deck at all times during pool use pursuant to this agreement.
- The **City** agrees to abide by the scheduled pool times offered by **KMC – DRS**.
- The **City** agrees to be responsible for hiring, training, paying and assuring competency of all instructors involved with lessons provided during pool use time.
- The **City** agrees to be completely responsible for the actions of their supervisors and instructors.
- The **City** agrees to be completely responsible for all notifications, consents and patron education about pool rules regarding aquatic classes and/or programs.
- The **City** agrees share all such written information with **KMC – DRS** representatives for review and editing prior to dissemination to patrons.
- The **City** agrees to schedule all participant registrations or sign-ups offsite from the McGrane Building unless an onsite registration is requested and approved from **KMC – DRS** representatives.
- The **City** agrees that any and all community/participant telephone communication will occur via the Park and Recreation telephone number(s), exclusively, and that **KMC – DRS** telephone numbers will not be referenced in any Coeur d'Alene Park and Recreation literature.
- The **City** agrees to be completely responsible for collecting and managing all program fees from participants.
- The **City** agrees to provide all of their own equipment necessary for their water programs.
- The **City** agrees to accurately record the facility utilization time as being from the time they unlock the doors to enter the McGrane Building until the time when they lock the doors when finally exiting the McGrane Building.

INDEMNIFICATION:

- Kootenai Health, **KMC – DRS** and the **City** have discussed the risks, rewards, benefits and associated **KMC – DRS** fees for service. It is agreed to allocate all risks such that parties agree, to the fullest extent permitted by law, that the parties to this agreement shall not be liable for any reliance upon any mistakes in any records or documentation.
- **KMC – DRS**, on behalf of Kootenai Health, shall indemnify and hold the **City** and the Park and Recreation Department harmless from any and all claims, actions, liabilities and expenses (including costs of settlements, judgments, court costs and attorney fees), regardless of the outcome of such claim, or action, caused by, resulting from, or alleging the negligent or intentional acts or omissions of Kootenai Medical Center or **KMC – DRS** employees or any failure to perform any obligation undertaken or any covenant made by Kootenai Health under this Agreement.
- The **City** shall indemnify and hold Kootenai Health and **KMC – DRS** harmless from any and all claims, actions, liabilities and expenses (including costs of settlements, judgments, courts cost and attorney fees), regardless of the outcome of such claim or action, caused by, resulting from, or alleging the negligent or intentional acts of

omissions of the **City** or its employees, or any failure to perform any obligation undertaken or any covenant made by the **City** under this Agreement.

TERM & TERMINATION:

This Agreement may be terminated, with or without cause, by either party upon thirty (30) days written notice delivered by certified mail or in person to one of the individuals identified by their signature to this Agreement. This Agreement will continue for a period of one (1) calendar year from 3 September 2008 until 2 September 2009. This Agreement does not automatically renew, thereby facilitating requisite changes to the terms and rates.

This Agreement must be reviewed and may be amended with both party representatives acknowledging their agreement by their signatures, and date of signature, as indicated below.

BILLING RATE/REIMBURSEMENT:

The **City** agrees to a term of use beginning 3 September 2008 and ending 2 September 2009.

The **City** agrees to pay **KMC – DRS** for pool rental at a reimbursement rate of **\$25.00 per hour**.

The **City** agrees to provide **KMC – DRS**, by the tenth (10th) day of the month, with a detailed report on the date the facility was used and the number of hours it was used each day for the previous month.

The **City** will be mailed a detailed billing invoice by the seventeenth (17th) day of the month reflecting charges for the previous month's facility utilization.

The **City** agrees to reimburse **KMC – DRS** within thirty (30) days of receipt of the billing invoice.

For Kootenai Medical Center:

For the City of Coeur d'Alene:

Tom Legel
Vice President of Finance

Sandi Bloem, Mayor
City of Coeur d'Alene

Jeremy S. Evans
Vice President Professional Services

Attest: Susan K. Weathers
Clerk

Roger Rung
Director of Rehabilitation Services

**CITY COUNCIL
STAFF REPORT**

DATE: June 3, 2008
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Hawk's Nest 1st & 2nd Addition Subdivisions: Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval

DECISION POINT

Staff is requesting the following:

1. City Council acceptance of the installed public improvements for the Hawk's Nest 1st and 2nd Addition subdivisions.
2. City Council approval of the maintenance/warranty agreement and security.

HISTORY

- a. Applicant: Tim Mueller
Hayden, LLC
1400 Northwood Center Court
Coeur d'Alene, ID 83814
- b. Location: West of Ramsey Road and north of Hanley Avenue.
- c. Previous Action:
 1. Final plat approval of Hawk's Nest 1st Addition (94 lots), December 2007.
 2. Final plat approval of Hawk's Nest 2nd Addition (126 lots), May 2008.

FINANCIAL ANALYSIS

The developer is providing warranty security amounting to \$420,024.00 to insure the maintenance of the installed public infrastructure improvements during the one (1) year warranty period.

PERFORMANCE ANALYSIS

The developer has installed all of the required public improvements, and the appropriate City departments have approved the installations and have found them ready to accept them for maintenance. Acceptance of the installed improvements will allow the issuance of Certificate's of Occupancy on all completed units and allow for issuance of all building permits for the development. The City maintenance will be required to start after the one (1) year warranty period expires on June 3, 2009.

DECISION POINT RECOMMENDATION

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

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this ____ day of June, 2008 between Hayden, LLC, whose address is 1400 Northwood Center Court, Coeur d'Alene, ID 83814, with Tim Mueller as Managing Member, and, ACI Northwest, whose address is 6600 N. Government Way, Coeur d'Alene, ID 83815, with Roberta M. Bagley as Senior Vice-president, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final residential subdivision plats of Hawk's Nest 1st Addition, a ninety four (94) lot residential development, and, Hawk's Nest 2nd Addition, a one hundred twenty six (126) lot residential development in Coeur d'Alene, situated in the south half of Section 28, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; and

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

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the construction plans entitled "Hawk's Nest Phase II Record Drawings", signed and stamped by Ray Kimball, PE # 11617, dated January 16, 2008, and, Hawk's Nest Off-Site Sanitary Sewer Main and Regional Pump Station Record Drawings, signed and stamped by Ray Kimball, PE # 11617, dated May 6, 2008, including but not limited to: sanitary sewer system and appurtenances, sanitary sewer lift station and appurtenances, water system and appurtenances, storm water swales and appurtenances, asphalt paving and roadway construction, concrete curb and gutter, concrete sidewalk and pedestrian ramps, bike trail, street lighting, signage and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Four Hundred Twenty Thousand Twenty Four and 00/100 Dollars (\$420,024.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 3rd day of June 2009. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Owner. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such

1

agreement. The Parties further agree that such fee should be in the amount of Twenty Five and No/100 Dollars (\$25.00).

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

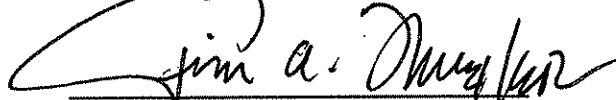
City of Coeur d'Alene

Sandi Bloem, Mayor

ATTEST

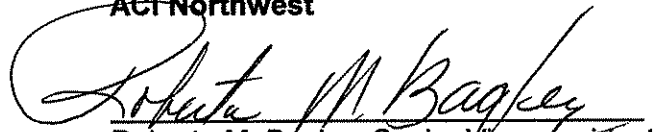
Susan Weathers, City Clerk

Hayden, LLC



Tim Mueller, Managing Member

ACI Northwest



Roberta M. Bagley, Senior Vice-president



Bond No. 3833525

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, ACI Northwest, Inc.

_____ as Principal,
and the **GREAT AMERICAN INSURANCE COMPANY**, a corporation organized under the laws of the State of
Ohio and duly authorized to transact business in the State of Ohio
_____ as Surety, are held and firmly bound unto City of Coeur D'Alene
_____ as Oblige, in the sum of
** Four Hundred Twenty Thousand Twenty Four and 00/100** (\$420,024.00) DOLLARS,
for the payment whereof well and truly to be made and Principal and the said Surety, bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 20th day of May, 2008.

WHEREAS the Principal and the Oblige have entered into a written agreement dated the _____
day of _____, for Hawks Nest Subdivision Phase II
Improvement Plans
the terms of which agreement were completed and accepted the _____ day of _____,
_____, _____; and

WHEREAS the Principal has given a One year maintenance guarantee under said agreement
or otherwise against defective materials and workmanship.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall well and truly comply
with such guarantee, then this obligation to be void; otherwise it shall remain in full force.

PROVIDED that no right of action shall accrue on this bond to or for the use of any person or corporation
other than the Oblige named herein; and

PROVIDED FURTHER that the Surety shall have no liability under this bond unless the Oblige shall give
written notice of claim of the Principal's failure to comply with such guaranteed to the Surety at its Administrative
Office at 580 Walnut Street, Cincinnati, Ohio 45202 such notice to be given within the One year
year maintenance period.

ACI Northwest, Inc.

Robert M. Bagley
Principal



Countersigned:

GREAT AMERICAN INSURANCE COMPANY

By: _____
Resident Agent

By: Lois Lee
Attorney-in-Fact
Lois Lee

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FIVE

No. 0 14438

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
WALTER W. WOLF	ALL OF	ALL
JUDITH A. RAPP	SPOKANE,	\$75,000,000.00
JUDITH C. KAISER-SMITH	WASHINGTON	
JAMES E. MAJESKEY		
LOIS LEE		

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12th day of, MAY, 2008.

Attest

GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (513-369-3811)

On this 12th day of MAY, 2008, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

RESOLVED: That the Division President, the several Division Vice Presidents and Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, RONALD C. HAYES, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this 20th day of, May, 2008.

**PARKS AND RECREATION COMMISSION
STAFF REPORT**

Date: May 19, 2008

From: Doug Eastwood, Parks Director

**SUBJECT: RENEWAL OF BMX ASSOCIATION AGREEMENT AND
HANDSHAKE PRODUCTION'S CONCERT SERIES AGREEMENT**
(General Services Action Required)

DECISION POINT:

The BMX Association and Handshake Productions agreements are up for three year renewals. Recommendation is requested to renew the agreements with both groups.

HISTORY:

The BMX Association was a major contributor to the BMX Track at Cherry Hill. They provided the equipment, labor and most of the material to construct the track. The Association has also been the main contributor to maintaining the track and preparing for event use. The track has been in place for three years and has been very successful in engaging youth in the sport of BMX bicycling.

The Summer Concert Series sponsored by Handshake Productions in entering its 13th year. This is also a very successful event that has become a Sunday afternoon pastime for a good number of residents.

FINANCIAL ANALYSIS:

The BMX Association is saving us a lot of costs with regard to maintaining the track since they do the vast majority of the work. They will continue to do the maintenance of the track which also includes litter and debris removal within the vicinity of the track.

We do not have any financial outlay for the concert series. All of the funds to produce the concerts are raised by Handshake Productions.

PERFORMANCE ANALYSIS:

Attached are two agreements, one for the BMX Association and one for Handshake Productions. Each agreement spells out the responsibilities and expectations of the respective group and the city.

DECISION POINT:

Renew each of the agreements for three more years with the option for an additional three year renewal provided that everything runs smoothly within each of the groups responsibilities.

AGREEMENT

THIS AGREEMENT, entered into the 3rd day of June, 2008 between the **City of Coeur d' Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as "City," and the Coeur d'Alene **BMX Association**, a nonprofit corporation, organized pursuant to the laws of Idaho, hereinafter referred to as the "Association."

W I T N E S S E T H:

WHEREAS, City owns property abutting 15th Street and Hazel Avenue, commonly referred to as the active Cherry Hill (hereinafter called the "Cherry Hill Park"); and

WHEREAS, the active Cherry Hill Park includes a BMX track which the Association desires to use; and

WHEREAS, the Coeur d'Alene BMX Association has committed money and in kind services to help develop the Cherry Hill Park; and

WHEREAS, the parties previously entered into an agreement regarding use of the Cherry Hill Park BMX facilities; and

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

1. Term: The term of this agreement shall run from April 1, 2008 to April 1, 2011. After April 1, 2011, the Parks and Recreation Commission, in its sole discretion, may recommend to the City that a second three-year agreement with the Association be negotiated with the City and that such negotiations would begin in November 2010.
2. Site: The BMX Track is more particularly described in Exhibit "A," attached hereto and by this reference incorporated herein.
3. Admission Costs and Fees: That all events at Cherry Hill Park will be open to the general public and no admission fee will be charged by the Association for admission to events at Cherry Hill Park without permission from the Parks Director, except as set forth in paragraph 14 below entitled "Set Aside of Park."
4. Maintenance: The Association will prepare and maintain the BMX Track at the Cherry Hill Park.
5. Clean-up of Site: All trash and debris generated by any event, practice or race held at the BMX Track at Cherry Hill Park shall be removed and properly disposed of by the Association. Miscellaneous items such as chairs and equipment must be removed from the site after each event, practice or race. No structures or vehicles will be allowed to remain on site other than those identified in this agreement.

6. Storage Facility: A 15' x 25' storage facility will be allowed at the site for tools and supplies to be used by the Association. The design and placement of the storage facility will be made by the Parks Director. Cost of the storage facility and amenities will be borne by the Association, including any permits that may be required.

7. Vendors/Concessions: The Association may bring up to four (4) concessions for races or events. Either a mobile concession or non-mobile concession will be allowed. The location of each vendor/concession must be approved by the Parks Director. Vendor/Concession permits must be obtained and paid for by the Association.

8. Parking: During events that require more parking stalls than are available in the upper lot, the Association shall have a parking attendant on site to direct traffic to the larger, lower lot and to keep travel lanes clear of unoccupied parked cars.

9. Improvements: Any improvements set forth in to this Agreement, shall be paid solely by the Association, no additional improvements shall be installed without prior written approval from the Parks Director.

10. Use of Track: The Association shall submit a schedule to the Parks Director for approval at least two months prior to the beginning of the season. The City of Coeur d'Alene shall have priority use.

11. Proprietary Interest: The Association will have no proprietary interest in the improvements undertaken by the Association at Cherry Hill Park.

12. Fencing: No additional fencing will be installed other than portable fences for races or events. Portable fences cannot be installed sooner than twenty-four (24) hours before a race or events and must be removed within twenty-four (24) hours after a race or event.

13. Portable Fencing: The location, fencing material, and method of installation of the portable fences must be approved by the Parks Director, and said installation shall be done by the Association at the Association's sole expense unless the City agrees to install the portable fencing for a fee.

14. Set Aside of BMX Track: The Cherry Hill BMX Track may, at the City's discretion, be set aside for the Association for race and event purposes in consideration of fee described in section 3.

15. Use of Park: The Cherry Hill BMX Track shall not be exclusively used for BMX races or events and the City may schedule other activities there.

16. Loudspeakers: Any use of loudspeakers must conform to Municipal Code 5.24.030.

17. Hold Harmless: The Association shall indemnify, defend, and hold the City harmless for any claim or cause of action that may arise as a result of the Association's use, construction, and/or maintenance of the improvements by the Association. Additionally, the Association hereby agrees to hold the City, its elected and appointed officials, employees and agents, harmless from any and all claims that may arise in any manner whatsoever from the events surrounding and including use of the active Cherry Hill Park by the Association, its sponsor's, players, and fans. To this end, the Association shall provide liability insurance naming the City as an additional insured in the amount of Five Hundred Thousand Dollars (\$500,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. A certificate of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policy shall be filed with the office of the City Clerk prior on or before execution of this agreement, which the certificate must be approved by the City Attorney.

18. Compliance with Law: That the parties will abide by all the laws, ordinances, regulations, and policies of the City, the state of Idaho, or the federal government that may apply in regard to the use, construction, and/or maintenance of the improvements, and including, but not limited to, bidding and public works contracting laws.

19. Termination/Default: In the event the Association fails, neglects, or refuses to perform any covenant or condition required of the Association herein, that City may terminate this Agreement, retaining any and all payments made by the Association as liquidated damages, or the City may, at its option, enforce the specific performance of the terms hereof, or may take such recourse that is available in law or in equity.

20. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.

21. Attorney's fee: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court cost and reasonable attorney fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

22. Choice of Law/Jurisdiction: This Agreement shall be governed and interpreted in accord with the laws of the state of Idaho. Jurisdiction for resolution of disputes arising from performance of this Agreement shall rest with the courts of the state of Idaho. Venue shall lie in Kootenai County.

23. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto, and may not be modified except by an instrument in writing signed by the parties hereto.

24. Assignment: The Association may not assign or transfer any interest in this Agreement in any manner without the express written consent of the City.

IN WITNESS WHEREOF, the Mayor and the 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 the said City hereto, and the Association has caused the same to be signed by its President, attested by its Secretary, and its seal to be affixed hereto, the day and year first above written.

CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

COEUR D'ALENE
BMX ASSOCIATION

By: _____
Sandi Bloem, Mayor

By: _____
President

Printed Name

By: _____
Susan Weathers, City Clerk

By: _____
Secretary

Printed Name

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 3rd day of June, 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 June, 2008, before me, a Notary Public, personally appeared _____, known to me to be the President of the Coeur D'Alene **BMX Association**, and the person whose name is subscribed to the within instrument and acknowledged 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: _____

EXHIBIT A

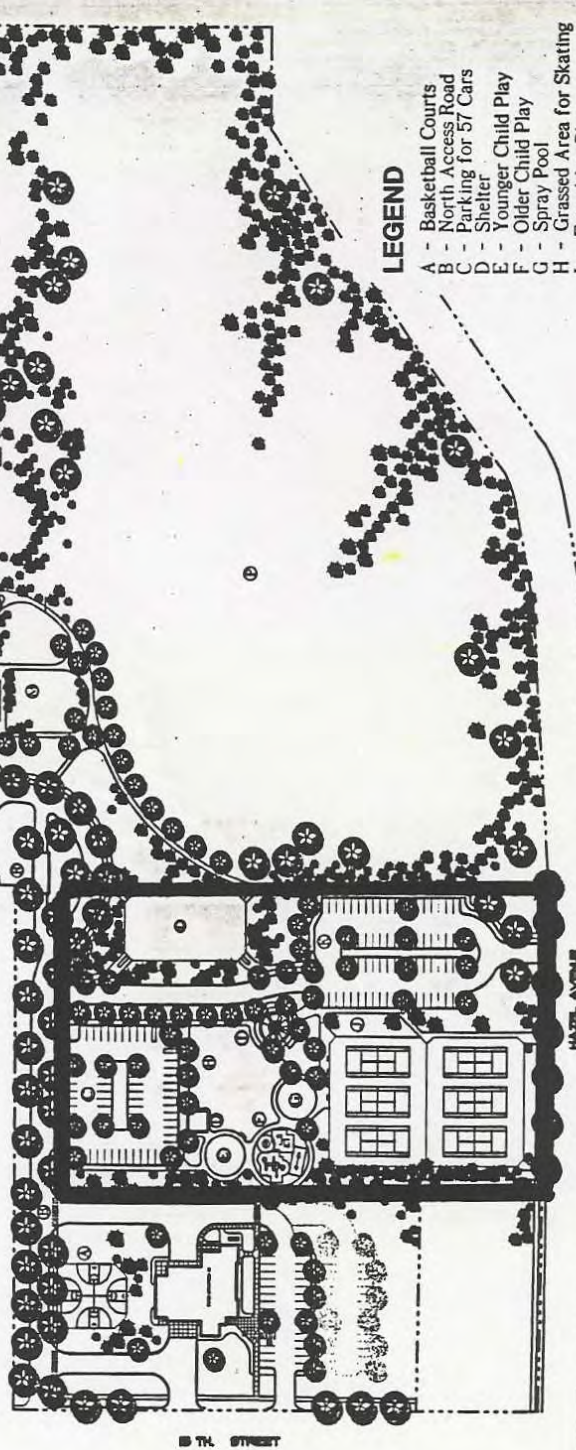
CHERRY HILL COMMUNITY PARK Coeur d'Alene, Idaho

PROPOSED Master Plan Revisions

Prepared by:



Prepared for:



LEGEND

- A - Basketball Courts
- B - North Access Road
- C - Parking for 57 Cars
- D - Shelter
- E - Younger Child Play
- F - Older Child Play
- G - Spray Pool
- H - Grassed Area for Skating
- I - Friendship Plaza
- J - Tennis Courts
- K - Parking for 64 Cars
- L - Freestyle BMX
- M - Picnic Area with Shelter
- N - Parking for 32 Cars
- O - BMX Downhill Course
- P - Sledding Hill
- Q - Future Development
- R - Park Maintenance Building



AGREEMENT

THIS AGREEMENT, made and dated this 3rd day of June, 2008, by and between the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as the "City," and **Handshake Productions, Inc.**, an Idaho corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as "Handshake,"

W I T N E S S E T H:

WHEREAS, the City and the Downtown Rotary Club of Coeur d'Alene in years past cooperated and worked together to accomplish the construction of the Rotary Lakeside Bandshell in the Coeur d'Alene City Park, Coeur d'Alene, Kootenai County, Idaho; and

WHEREAS, the purpose of said Bandshell is to provide music and other entertainment for those persons recreating in the Coeur d'Alene City Park which includes many residents of the city of Coeur d'Alene; and

WHEREAS, Handshake is experienced in organizing musical performances; and

WHEREAS, the parties are desirous of establishing a concert series for the summers of 2006, 2007 and 2008;

NOW, THEREFORE, IN CONSIDERATION of the terms, conditions, and covenants hereinafter set forth, the parties agree as follows:

1. Purpose: The City, agrees to sponsor the 2009, 2010 and 2011 Rotary Lakeside Bandshell Concert Series (Concert Series) in cooperation with certain donors whose donations will fund concert performances.

Each concert for the 2009, 2010 and 2011 summer Concert Series shall be deemed a special/specific event in accordance with Coeur d'Alene Municipal Code section 5.18.040.

2. Limits On City Obligations: The parties agree that the City shall have no obligations regarding the concert series other than those obligations specifically set forth in this agreement.
3. No City Financial Obligation: Handshake agrees that the City shall have no obligation to provide any financial contribution to the concert series.
4. Permits: The City Park's Department Director shall, with reasonable dispatch, process requests for bandshell/loud speaker permits submitted by Handshake for

the purpose of utilization of the bandshell for the concert series on the dates set forth herein. However, applications for such permits shall be filed timely with the City and no later than forty (40) days before a particular concert. Handshake understands and agrees that a bandshell permit and fee is necessary for each performance and the fee shall be paid to the City to recover costs the City incurs to facilitate the concert series.

5. Commercial Limitations: Handshake understands and agrees that the City's ownership of the City Park is subject to deed and other limitations which preclude activities in the City Park which are commercial in nature and not incidental to recreation and park purposes.
 - A. Concessions Limited: Except as set forth in paragraph 5(C) entitled "Food Vendors," the parties further agree that neither Handshake nor any of the concert series performers or their agents shall solicit, authorize, use or operate any food concession in the City Park or on public property during the Concert Series. However, Handshake may sell non-food items such as tapes, CD's, T-shirts, hats, and items directly related to the event.
 - B. No Charge: The parties further agree that no charge, fee or attempt to collect a charge or fee shall be solicited or requested from persons wishing to listen to or watch the Concert Series.
 - C. Food Vendors: The parties further agree that the sponsor of each concert may provide two food concessions during the summer Concert Series of 2009, 2010 and 2011. In the event there are multiple sponsors of any one concert, only two food concessions will be permitted.

The food concessionaire must comply with all applicable provisions of the Coeur d'Alene Municipal Code, including but not necessarily limited to obtaining a public health permit, as well as compliance with the provisions of 5.18.020(C),(D),(E),(F) and (G).

The parties further agree that the food concessionaire may operate between the hours of 12:00 P.M. and 5:00 P.M. Pacific Daylight Time the day of the scheduled concert and may only sell food items. The sale of non-food items by the food concessionaire is prohibited.

6. Concert Area Not To Be Delineated: The parties agree that no specific area shall be set aside in any manner whatsoever for the purpose of delineating a specific concert listening or watching area.
7. Signs: The parties agree to the extent permitted by the Coeur d'Alene Municipal Codes including, but not limited to the Sign Code (15.24) that signs publicizing the Concert Series and recognizing private donors to the concert series may be erected.

- A. Public Acknowledgment: Donors and performers of each performance may be publicly acknowledged at each concert for their respective contributions.
 - B. Publicity: The parties further agree that fliers are not permissible pursuant to municipal code unless the same are distributed from within a business or other private property. Banners are not permitted by the Coeur d'Alene Sign Code, and advertising, other than as set forth herein, shall be by local newspapers, television, radio and store front posters. To the extent permitted by law, the City will allow a sign advising of the concert and its donors to be located in such places as may be permitted by the Coeur d'Alene Sign Code as it now exists and may hereinafter be amended.
- 8. Finances: The parties agree that Handshake shall be responsible for all contractual arrangements and obligations with performers. The City's sole role shall be as an administrator for the funds donated by private parties to support the Concert Series.
 - 9. Performers: The parties agree that various municipal codes including Coeur d'Alene Municipal Code Chapters 5.18 and 5.44 become applicable as the number of individuals attending solely the Concert Series increases above two hundred (200) individuals. Therefore, Handshake agrees to select only those performers that Handshake reasonably believes will attract no more than two hundred (200) individuals (excluding those individuals that may be originally in the park for other purposes) to assure the crowd remains manageable and not a threat to public welfare and health. To this end Handshake agrees to submit, for approval, a list of proposed performers to the City Park Department's Director no later than sixty (60) days before each performance. In the event the City Park Department's Director recommends against a proposed performer, Handshake agrees to find another performer(s).
 - 10. Sponsor List: Handshake agrees it shall provide a list of proposed donors to the City Treasurer for approval no later than May 1, 2009, for the summer 2009 Concert Series, no later than May 1, 2010 for the 2010 summer Concert Series, and no later than May 1, 2011 for the 2011 Summer Concert Series, noting the amount of the donor's donation. The City acting through its City Treasurer shall in its sole discretion approve or disapprove of the program donors.
 - 11. Concert Schedule: The parties agree that there shall be eleven (11) concerts during the summers of 2009, 2010, and 2011, from 1:00 P.M. to 4:00 P.M. Pacific Daylight Time.

The dates of the 11 concerts in 2009 shall be as follows :May 31, June 7, 14, and 21; July 12, 19, and 26; and August 9, 16, 23 and 30.

The dates of the 11 concerts in 2010 shall be as follows: May 30, June 6, 13, and 20; July 11, 18, and 25; and August 8, 15, 22 and 29.

The dates of the 11 concerts in 2011 shall be as follows: June 5, 12, and 19; July 3, 10, 17, 24 and 31; and August 14, 21, and 28.

- A. The parties agree that Handshake shall have an appropriate back-up venue in the event of inclement weather in its agreements with performers to insure that a concert does indeed take place.
- B. The parties agree the City may, from time to time, unilaterally cancel summer concert series events for reasons deemed by the City to be in the best interest of public welfare and safety.

12. Additional Specific Duties of Handshake: The parties agree that Handshake will:

- A. Secure sufficient donors and collect donations to cover the costs of the Concert Series and deposit the amount with the City. If sufficient donors making a contribution of Twenty Seven Thousand Five Hundred and No/100 Dollars (\$27,500.00) by May 1, 2009 for the 2009 summer Concert Series, and May 1, 2010, for the 2010 summer Concert Series, and May 1, 2011, for the 2011 summer Concert Series have not been acquired, the parties may agree to a downsized concert series consistent with the amount of funds received from donors. Handshake shall neither contract nor initiate contract negotiations beyond the budgeted amounts set forth in Exhibit "A."
- B. In the event donations for the concert series exceed the budgeted amount of Twenty Seven Thousand Five Hundred and No/100 Dollars (\$27,500.00) set forth in Exhibit "A" the funds to the extent permitted by law shall be utilized for additional concerts in each respective year.
- C. Develop the performers' contracts which shall be subject to the terms of this agreement and all applicable laws of the State of Idaho and city of Coeur d'Alene.
 - 1. Include in the contracts with performers that they will not possess or use alcoholic beverages, or illegal drugs, in the City Park. Further, Handshake will include in performers' contracts that tobacco products will not be possessed or used by performers on stage or in the park buildings.
 - 2. Include in contracts with performers a provision that performers will perform in appropriate attire, including shirts, and excluding swim wear.

- D. Be at the Rotary Lakeside Bandshell at the Coeur d'Alene City Park at least two (2) hours before a performance begins to ensure the performers begin on time and to assist with their set up.
 - E. Remain in attendance throughout the performance and act as Master of Ceremonies to ensure a smooth running performance.
 - F. Remain until the performers leave to ensure a speedy break down and departure.
 - G. Take care of all publicity, press releases, bulletin/calendar announcements and media advertising.
 - H. Handshake shall coordinate its performance with the City Art's Commission in order to work towards a common goal of furthering arts and entertainment for the benefit of the citizens of Coeur d'Alene including coordinating of scheduled events.
13. Budget: The parties agree to the budget set forth in Exhibit "A" attached hereto and by this reference incorporated herein.
14. Renegotiation: Handshake may request in writing a three (3) extension of this agreement for the 2012, 2013 and 2014 summer Concert Series by submitting to the City a written request for this extension after May 1, 2010, and prior to November 1, 2010. Upon receipt of such request, the Parks and Recreation Commission, in its sole discretion, may recommend to the City that a three (3) year extension of the agreement with Handshake Productions be negotiated with the City and that such negotiations would begin in November 2011. If the three (3) year extension is approved, Handshake may, during the term of the extended agreement, request in writing another three (3) year extension for the 2015, 2016 and 2017 summer Concert Series by submitting to the City a written request for this extension after May 1, 2013, and prior to November 1, 2013. Upon receipt of such request, the Parks and Recreation Commission, in its sole discretion, may recommend to the City that another three (3) year extension with Handshake Productions be negotiated with the City and that such negotiations would begin in November 2013.
15. Default: Time is of the essence of the agreement and Handshake shall be considered in default upon the failure to perform any of the terms of this agreement and the City may terminate the contract. Provided, however, before declaring Handshake in default the City shall notify Handshake in writing of the particulars in which it deems Handshake to be in default, and Handshake shall have seven (7) days from the time such written notice has been placed in the United States Mail addressed to Handshake at the last address Handshake has left

16. Termination For Convenience of City: The parties agree City may at any time after ten (10) day's written notice terminate this agreement. The notice of the cancellation by the City of this agreement for no cause shall be given in the same manner as notice of termination in case of default. In such event neither party shall have a claim against the other.
17. Assignment: Handshake may not assign or transfer any interest in this Agreement in any manner without the express written consent of the City.

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 3rd day of June, 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 June, 2008, before me, a Notary Public, personally appeared _____ and _____, known to me to be the President and Secretary, respectively, of **Handshake Productions, 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: _____

Exhibit “A”

BUDGET FOR SUMMER CONCERT SERIES – 2009-2011

Eleven (11) Concerts each summer for 2009, 2010 and 2011 = \$27,500.00 each series.

\$ 10,450.00	BAND COSTS (Payment to the concert performers will be \$950.00 per concert.)
\$ 11,000.00	PRODUCTION COSTS (Each concert will cost \$1,000.00 in production costs.)
\$ 2,750.00	FUND RAISING (Each concert will cost \$250.00 for fund raising.)
\$ 1,100.00	BANDSHELL (Each concert will cost \$100.00 in fees for use of the bandshell.)
\$ <u>2,200.00</u>	PUBLICITY (Each concert will cost \$200.00 in publicity.)
<u>\$27,500.00</u>	TOTAL

The Summer Concert Series will consist of eleven (11) concerts each summer for 2009, 2010 and 2011, The following is the budget for expenses per show:

<u>Item</u>	<u>Expense</u>
Band	\$ 950.00
Production	\$ 1,000.00
Fund Raising	\$ 250.00
Bandshell	\$ 100.00
Publicity	<u>\$ 200.00</u>
Total	\$2,500.00

CITY COUNCIL STAFF REPORT

DATE: June 3, 2008
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Bellerive 2nd Addition, Final Plat, Subdivision Agreement and Security Approval

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final of the final plat document, an eleven (11) lot residential subdivision development.
2. City Council approval of the subdivision agreement and security.

HISTORY

- a. Applicant: Marshall R. Chesrown
Bellerive Investments, LLC
PO Box 3070
Coeur d'Alene, ID 83816-3070
- b. Location: Between Bellerive Lane and the Spokane River, adjacent to the Riverstone development.
- c. Previous Action:
 1. September 2005, final plat of Riverwalk, subsequently changed to Bellerive.
 2. October 2007, final plat of Bellerive 1st Addition.

FINANCIAL ANALYSIS

The developer is furnishing security in the amount of \$588,934.00, and, naming the City of Coeur d'Alene as the recipient to cover the cost of the installation of the required outstanding public improvements should he default on their installation.

PERFORMANCE ANALYSIS

Although the developer is utilizing the maximum amount of time allowed for the term of the agreement (3 years), the installation of the required improvements for the will follow two different tracks. The developer intends to install the improvements in Bellerive Lane immediately. He will then construct the other roadways (Lakewood & Lacrosse) at such time that the adjoining railroad tracks are removed, and/or, the development warrants their construction per the latest Planning Commission approval, or, 3 years from the date of the agreement, whichever comes first. Upon the initial completion of the Bellerive Lane improvements, the developer will request an amendment of the agreement and bonding, taking into consideration the installations that have taken place.

AGREEMENT TO PERFORM SUBDIVISION WORK

THIS AGREEMENT made this ____ day of June, 2008 between Bellerive Investments, LLC, with Marshall R. Chesrown, CEO, whose address is PO Box 3070, Coeur d'Alene, ID 83816-3070, hereinafter referred to as the "**Developer**," and the City of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "**City**,"

WHEREAS, the City has approved, subject to completion of the required improvements, the Bellerive 2nd Addition subdivision, an eleven (11) lot residential subdivision in Coeur d'Alene, situated in portions of Sections 10 and 11, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho, and has agreed that the final plat may be recorded; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: Bellerive Lane: sanitary sewer main, laterals and appurtenances, domestic water main, lateral services and appurtenances, stormwater drain lines with catch basins, drainage swales and appurtenances, rolled curb and gutter, concrete sidewalk, signage, and, roadway construction w/ road base and asphalt paving; Lakewood Drive: concrete curb, gutter and sidewalk, pedestrian ramps, stormwater drainage facilities and appurtenances, roadway construction w/ road base and asphalt paving, signage; Lacrosse Avenue: concrete curb, gutter and sidewalk, pedestrian ramps, sanitary sewer main line, laterals and appurtenances, domestic water main line, laterals and appurtenances, stormwater drainage facilities and appurtenances, street lights and signage as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 3rd day of June, 2011. Said improvements are more particularly described on the subdivision improvement plans entitled "Bellerive Planned Unit Development Site Development Plans – 2nd Addition", dated May 16, 2008, signed and stamped by Carey Hagen, PE # 9722, of Taylor Engineering, Inc., on file in the City Engineer's office and incorporated herein by reference, and, in the attached construction bonding estimates.

The Developer, prior to recording the plat, shall deliver to the City, a Letter of Credit or other form of security that is acceptable to the City Attorney, in the amount of Five Hundred Eighty Eight Thousand Nine Hundred Thirty Four and 00/100 Dollars (**\$588,934.00**) securing the obligation of the Developer to complete the subdivision improvements referred to herein. The term of the security shall extend at least one year beyond the time within which the improvements are to be completed as provided herein, and a copy of such security is marked Exhibit "A" attached hereto and by reference made a part hereof. The security shall provide that upon failure of the Developer's to complete the improvements within the time herein provided, the City may demand the funds represented by the security and use the proceeds thereof to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer's shall be responsible for any costs that exceed the posted security for the public improvements noted herein.

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

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

CITY OF COEUR D'ALENE

BELLERIVE, LLC

Sandi Bloem, Mayor

Marshall R. Chesrown, CEO

ATTEST:

Susan K. Weathers, City Clerk

**ENCROACHMENT AGREEMENT
FOR OUTDOOR EATING AND PARTIENCED EATING AREAS ON SIDEWALKS**

The City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "City", hereby grants permission to ADAM HEUSTED, (applicant) hereinafter referred to as the "Permittee", to encroach in public right-of-way at:
501 E SHERMAN AVE. (Site Address),
Coeur d'Alene, Kootenai County, Idaho as set forth in Site Plan attached hereto and by this reference incorporated herein.

This permit is given upon the following terms:

1. This permit is granted solely for the purpose of constructing and maintaining an outdoor food service area that meets the requirements of City policy for food service areas on public sidewalks (Policy per resolution #06-033). The encroachment area is more particularly described in the Site Plan, attached hereto and by this reference incorporated herein.
2. This permit, unless otherwise terminated or revoked, will expire at midnight on December 31st 20____. (expires December 31st annually)
3. The City reserves the right to terminate or revoke this permit, either temporarily or permanently, 30 days after written notice of revocation, addressed to the Permittee at 501 E SHERMAN AVE (applicants address) , is deposited in the United States Mail with the proper postage affixed. The Permittee shall remove the encroachment within the allowed 30 days. Should the Permittee fail to remove the encroachment and return the right-of-way to the condition existing before construction of the encroachment, the City may remove the encroachment and charge the expense to the Permittee. Permittee agrees that any materials so removed shall be deemed quitclaimed to the City. Permittee also agrees that any materials removed by the City may be discarded or retained by the City, and Permittee shall have no claims to such materials and no claim for reimbursement for the value of the same.
3. Provided however, that the City specifically reserves the right to immediately suspend this permit for up to 30 days for good cause including but not limited to emergency situations, work in the public right of way, and violations of policy per resolution 06-033 that create an imminent threat to public safety.
4. Nothing herein contained shall imply or import a covenant on the part of the City for quiet enjoyment of the real estate upon which the encroachment is constructed, it being understood by the parties that the City's right and power to issue such permit is limited.

5. The Permittee shall indemnify, defend and hold the City harmless from any liability resulting from the encroachment including construction, placement, or maintenance thereof. Permittee further agrees that said encroachment shall be maintained by Permittee in a safe and clean condition so as not to constitute a public hazard. Permittee shall save the City harmless and defend the City from all claims for injury to person or property resulting from Permittee's actions or omissions in performance of this Encroachment Permit.

6. All costs for said encroachment including but not limited to construction, maintenance, use or operation shall be borne by Permittee. Should the City, its agents, or employees in any manner damage any improvements in or on the City's right-of-way described in paragraph one (1), whether or not occurring during regular maintenance of the City's right-of-way, the Permittee agrees all repairs will be solely the responsibility of Permittee and at Permittee's costs except where the damage was caused by the sole negligence of the City.

7. Permittee agrees not to encroach beyond the maximum limits allowed herein and that said encroachment is allowed only for the purposes of serving food (with or without alcohol service) as allowed by policy set by resolution 06-033.

8. The Permittee shall comply with all laws affecting the property described herein.

9. This agreement shall be binding on the Permittee, its heirs, assigns and successors in interest. The Permittee shall not assign any interest in this agreement and shall not transfer any interest in the same without the prior written consent of the City. Assignment of this permit or delegation of duties as defined herein by the Permittee, without written consent of the City, shall entitle the City to terminate this permit as of the date of assignment or delegation.

IN WITNESS WHEREOF, the parties hereto have executed these presents this ____ day of _____, 20__.

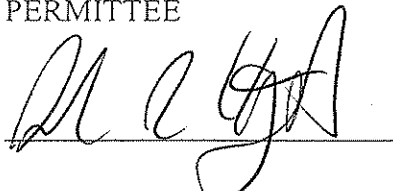
CITY OF COEUR D'ALENE

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

PERMITTEE



STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, 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.

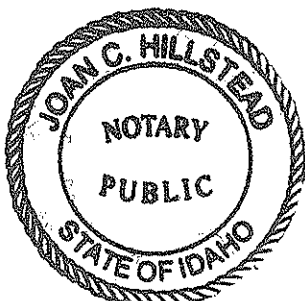
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

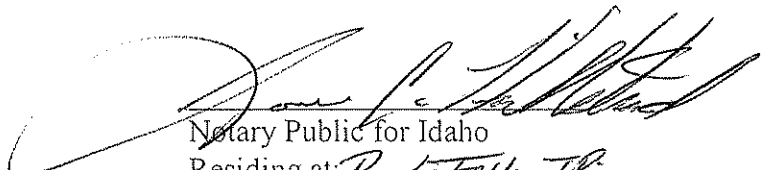
Notary Public for Idaho
Residing at:
My commission expires:

STATE OF IDAHO)
) ss.
County of Kootenai)

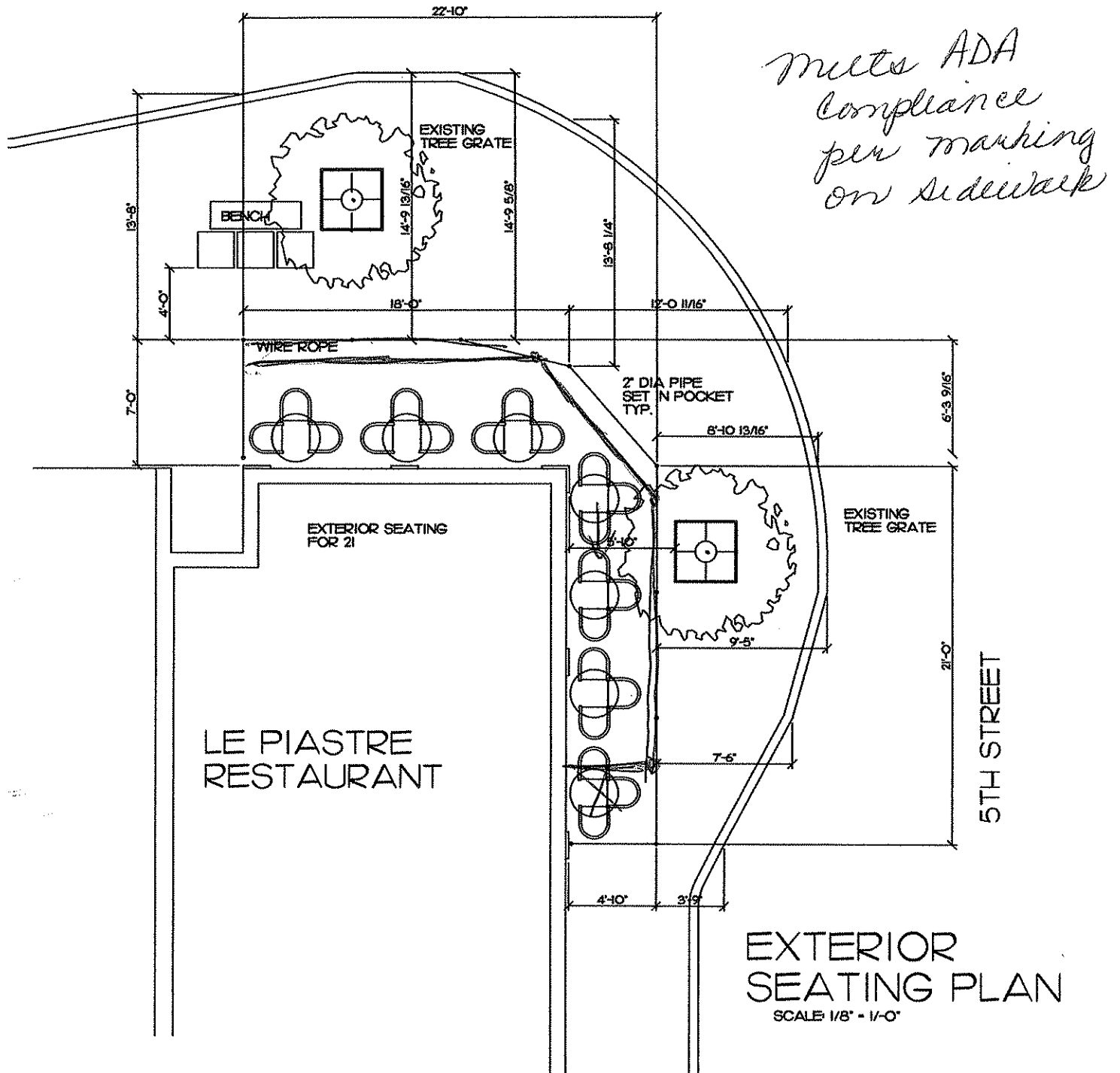
On this 16th day of MAY, 2008, before me a Notary Public, personally appeared. Adam Richard Heger, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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: Past Falls, ID
My commission expires: 12-04-09

MAN AVE



MEMORANDUM

To: General Services and City Council
From: Kathy Lewis, Deputy City Clerk
Date: May 27, 2008
Re: Closure of Sherman July 17 to Aug 28th on Thursdays from 5:15-10 pm

Decision Point: Should the City Council allow the closure of Sherman Avenue from Second Street to Sixth Street north and south to alleys from July 17th to August 28th for Sherman Alive sponsored by the Coeur d'Alene Downtown Association.

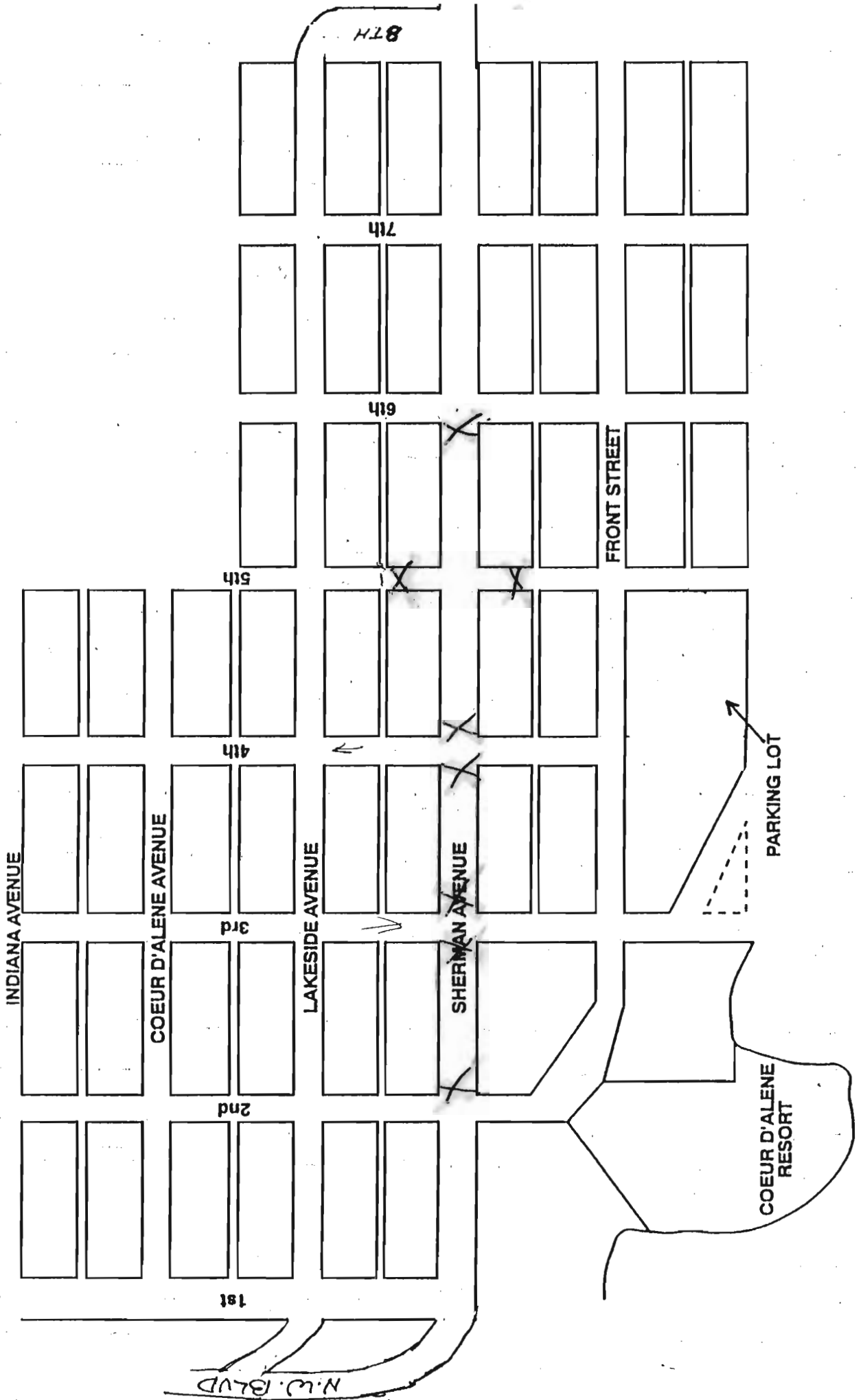
History: The Coeur d'Alene Downtown Association has submitted a special event request to close Sherman Avenue on Thursday evenings for an event called Sherman Alive. The request is to close Sherman Avenue on Thursday July 17, July 24, August 7, August 14, August 21, and August 28. They plan to have street musicians, and vendors, outdoor movies in Sherman Park etc. Each week would have a different family based theme. One week would be BMX exhibitions, skateboard demos etc, one week a water sports theme including water safety etc. They indicated that they plan to put some type of entertainment in each block closed. Third, Fourth and Seventh Streets would remain open north and south for inbound and outbound traffic as well as emergency vehicles. The Downtown Association would be responsible for placing barricades at 5:15 pm each Thursday with the event beginning at 6:00 pm. The Thursday prior to the Street Fair would not be included. They would use the barricades that the Street Department has supplied to them for the Farmers Market each Wednesday. The Downtown Association would be responsible to assist the exit of any cars parked within the barricaded area, rather than tow any cars. The Downtown Association has already been approved for the Farmer's Market street closure for every Wednesday evening on Fifth from Front to Lakeside with Sherman remaining open, beginning May 14th. The Downtown Association pays the minimum fee of \$100.00 per each week for the Farmer's Market according to the special event fee schedule. For both events the City would not incur the cost of placement and removal of barricades.

Financial Impact: This past year the City Council approved the Farmer's Market each Wednesday evening. The Downtown Association paid the minimum fee of \$100.00 per each week according to the special event fee schedule. The City would not incur the cost of placing and removing barricades and traffic directional signs as the Downtown Association would be responsible. There could be a small cost by the Street Department to create some bags for signs notifying the public that there would be no parking on Sherman, in these areas, during specific hours. The Police have reviewed the application and there may be additional law enforcement required due to additional congestion downtown. The Downtown Association would be charged a fee for each week based on the anticipated attendance according to the fee schedule.

Quality of Life: Parking on Sherman would be greatly reduced. The Department of Transportation high load route can be routed down Lakeside Avenue which would remain open. Third and Fourth Streets north and south would remain open for travel including emergency routes. Additional congestion may increase law enforcement in the area.

Decision Point: Should the City Council approve the application for a Special Event Permit for “Sherman Alive” that would close Sherman Avenue for six Thursday evenings in July and August?

COEUR D'ALENE DOWNTOWN DISTRICT



PARKS AND RECREATION COMMISSION STAFF REPORT

Date: May 19, 2008

From: Doug Eastwood, Parks Director

SUBJECT: PARKS DAY CELEBRATION – ADOPT-A-PET
(General Services Action Required)

DECISION POINT:

Request a one-day waiver of “No Dogs Allowed City Parks” to allow for the Kootenai Humane Society to participate in the Parks Day Celebration by offering two or three of their adoptable dogs at the event.

HISTORY:

Dogs are not allowed in the parks, on a leash or off a leash. They are allowed on the Centennial Trail and Tubbs Hill but they must be on a leash at all times. This is the first year for the Parks Day Celebration and the organizers have asked to suspend the rule for this one day to allow for pets to be adopted on site. Kootenai Humane Society will keep the dogs in a controlled area. They will bring two or three dogs to each of the three sites. If all the dogs are adopted, they can bring more to the park site. We have suspended the “no dogs allowed” rule at McEuen Field for the annual dog and Frisbee contest.

FINANCIAL ANALYSIS:

There is no cost to the city or to the Parks Department for this request.

PERFORMANCE ANALYSIS:

KHS will likely have a booth at the event to talk about their animal shelter proposal. This would give the visiting public an opportunity to interact with the adoptable dogs and possibly take one home. Each of the adoptable pets will have had their shots and will be deemed healthy. There has been some confusion at past events when we have suspended the “no dogs allowed” rule. The confusion came from people not being aware of the ordinance and having returned days or weeks later with their dogs believing it was OK to have them in the parks.

DECISION POINT:

Request that the “No Dogs Allowed City Parks” rule be suspended on July 12, 2008, to allow KHS to have adoptable dogs at Bluegrass, Ramsey and Riverstone Parks during the Parks Day Celebration event.

**PARK & RECREATION COMMISSION
STAFF REPORT**

Date: May 19, 2008
From: Steve Anthony, Recreation Director
SUBJECT: RAMSEY PARK FEE WAIVER REQUEST
(General Services Committee Action Required)

DECISION POINT:

Does the Parks and Recreation Commission want to recommend the Waiver of Field Use Fees for an Armed Services Labor Day Weekend Tournament at Ramsey Park?

HISTORY:

Steve Vogel representing the Idaho National Guard is asking that the city waive the field use fees for an Armed Services Softball Tournament on August 30, 2008. Only the City Council has the authority to waive fees with a recommendation from the Commission.

FINANCIAL ANALYSIS:

The normal fee for a tournament is \$20.00 per team plus a charge of \$30.00 an hour per field for lights. The per-team fee covers the labor and material cost of preparing the fields for games. The light fee covers the electrical costs for the lights and the labor to turn them on. Not knowing how many teams they are expecting, I can not determine the actual cost to the city.

PERFORMANCE ANALYSIS:

This tournament seems to be for a worthy cause. If the sponsoring committee did not need field maintenance or lights the cost to the city would be minimal, if they need the fields prepared. I would need to bring in employees on a holiday weekend. If more than two fields are needed and depending on the starting time I would need to bring in two employees.

RECOMMENDATION:

Recommend that the City Council waive the fields use fee, but not the fee for lights.

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: May 27, 2008
FROM: Jim Markley, Water Department Superintendent.
SUBJECT: Water Conservation Education Plan

=====

DECISION POINT:
Staff requests that Council adopts the Water Conservation Education Plan attached to this staff report.

HISTORY:
Water rates had been unchanged for many years and the last detailed review was conducted in 1999. In 2007 Council authorized a rate study to evaluate rates, fees, and charges and to make recommendations. Revised rates were brought to Council, a public hearing held, and the new rates were adopted by Resolution 08-025. A major element of the new rates is a structure that reflects the fact that it costs more to produce water to meet the summer peak demands than to produce water for winter demands. This is because the facilities needed to meet the peak demands are only run for a short time every year and thus only produce return on their investment for part of the year. Year-round facilities produce revenue 12 months a year. The new rate structure more equitably distributes the cost of meeting peak summer demands for water on the users who create the need. In discussions on adopting the new rates, Council passed a motion for staff to create a plan to educate our customers on water conservation.

FINANCIAL ANALYSIS:
The Water fund has a line item for conservation. The current amount in that line item is \$20,000. With it we have conducted the utility bill credit program, advertised credit and conservation programs, and assisted in the installation of “smart” controllers for larger irrigation systems such as those in the city parks.

PERFORMANCE ANALYSIS:
The City has joined with the Kootenai Environmental Alliance to promote conservation and wise water use. To help our customers lower their consumption (and their utility bills) we have developed a three phase program. Phase one consists of providing information to our customers on ways in which they can reduce their water use. Phase two is a residential rebate program. This program assists single family residential customers in the purchase of hose timers and moisture sensors in order to prevent overwatering. Phase three is a program to assist in the purchase of “smart controllers” for irrigation systems for governmental and educational entities to help them reduce their irrigation use. These systems promise a 30% reduction in water use without a loss of turf quality. Tests by the Parks Department have proven this claim to be true. We are currently in negotiations with NIC and the School District to assist them in installing these types of sensors at some of their facilities. The elements of each of these phases are listed on the attached sheet.

DECISION POINT/RECOMMENDATION:
Staff requests adoption of the Water Conservation Education Plan outlined below.

Water Conservation Education Plan:

(Note: All articles will be centered on explaining the rate increase, advising customers on how to mitigate extra costs, showing them ways they can reduce their water use, and explaining the credit program:

Phase One

Print:

1. "City Streets" article(s) in the CdA Press.
2. Press release to newspapers.
3. Article in the KEA newsletter.

Mail:

1. Expand the conservation information in the water quality report.

Internet:

1. Expand the conservation portion of the City's website.
2. Include all of the information on the Water Department page as well as the City's home page.

Television:

1. Make presentation outlining information at subcommittees and at the June 3rd Council meeting for rebroadcast on Channel 19.
2. Make presentation on Xeriscape at Council meeting for rebroadcast on Channel 19.

Advertising:

1. Investigate partnering with Spokane Valley purveyors for a media campaign on water conservation.

Meetings:

1. Meet with equipment vendors to help get the word out on ways to mitigate higher rates. Meeting with sprinkler companies
2. Work with AWWA Conservation committee.

Phase Two

Credit program:

1. Continue and possibly expand program.

Phase Three

"Smart controllers" for public entities (School District, NIC, City parks, etc.)

1. Partner with larger public users who install smart controllers

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: May 27, 2008
FROM: Christopher H. Bates, Engineering Project Manager
SUBJECT: **Request to Extinguish an Existing Easement in the Proposed Cottages on Government Way Subdivision**

DECISION POINT

Staff is requesting Committee direction on the request to extinguish a common easement recorded in the City's behalf that adversely impacts a newly proposed subdivision on Government Way.

HISTORY

In 2004 a proposal was submitted to construct residential units on lots created along Government Way. During the design process it was determined that these units were going to be constructed facing each other in order to reduce the amount of infrastructure required in their construction. If this construction were to take place, a public water main would have been required to be constructed to provide service to the buildings, and, an easement would have been required for public access.

In advance of the plan submission, plan approval and/or construction, the developer completed an easement (attached) to facilitate the project. The easement was recorded at Kootenai County on behalf of the City, even though it was not requested or accepted by the City. The developer eventually abandoned the project but the easement remained in place.

FINANCIAL ANALYSIS

There would be no cost to the City.

PERFORMANCE ANALYSIS

The current developer has proposed a twelve lot subdivision on the property in question. The existing "common easement", which is twenty four feet (24') wide, impacts one of the proposed lots and renders it unbuildable. In order to construct the development as proposed, the easement will need to be extinguished, otherwise, a redesign of the development will be required. The easement in its present form does not serve any need for the City.

RECOMMENDATION

Approve extinguishing the easement by a method that the City Legal Department recommends.

1951214

COMMON EASEMENT

DIAN SHELBY is the owner of Lots 2 and 3, Napoleon Addition to the City of Coeur d'Alene, Kootenai County, Idaho, also known as 1054 and 1040 Government Way respectively, a common easement is created for ingress, egress, and installation and maintenance of utilities over, under and upon said easement from said lots to Government Way, a public roadway.

Said easement is twenty-four feet (24') wide, with the center line of said easement being the common boundary line of said Lots 2 and 3, Napoleon Addition to the City of Coeur d'Alene.

DATED this 20th day of May, 2005.

STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF
Dian Shelby

2005 MAY 20 A 11:20

DIAN SHELBY

DANIEL J. ENGLISH RE

DEPUTY

FEES

300

STATE OF IDAHO)

) SS.

County of Kootenai)

On this 20th day of May, 2005, before me, Balene Hendrickson, a Notary Public, personally appeared DIAN SHELBY, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

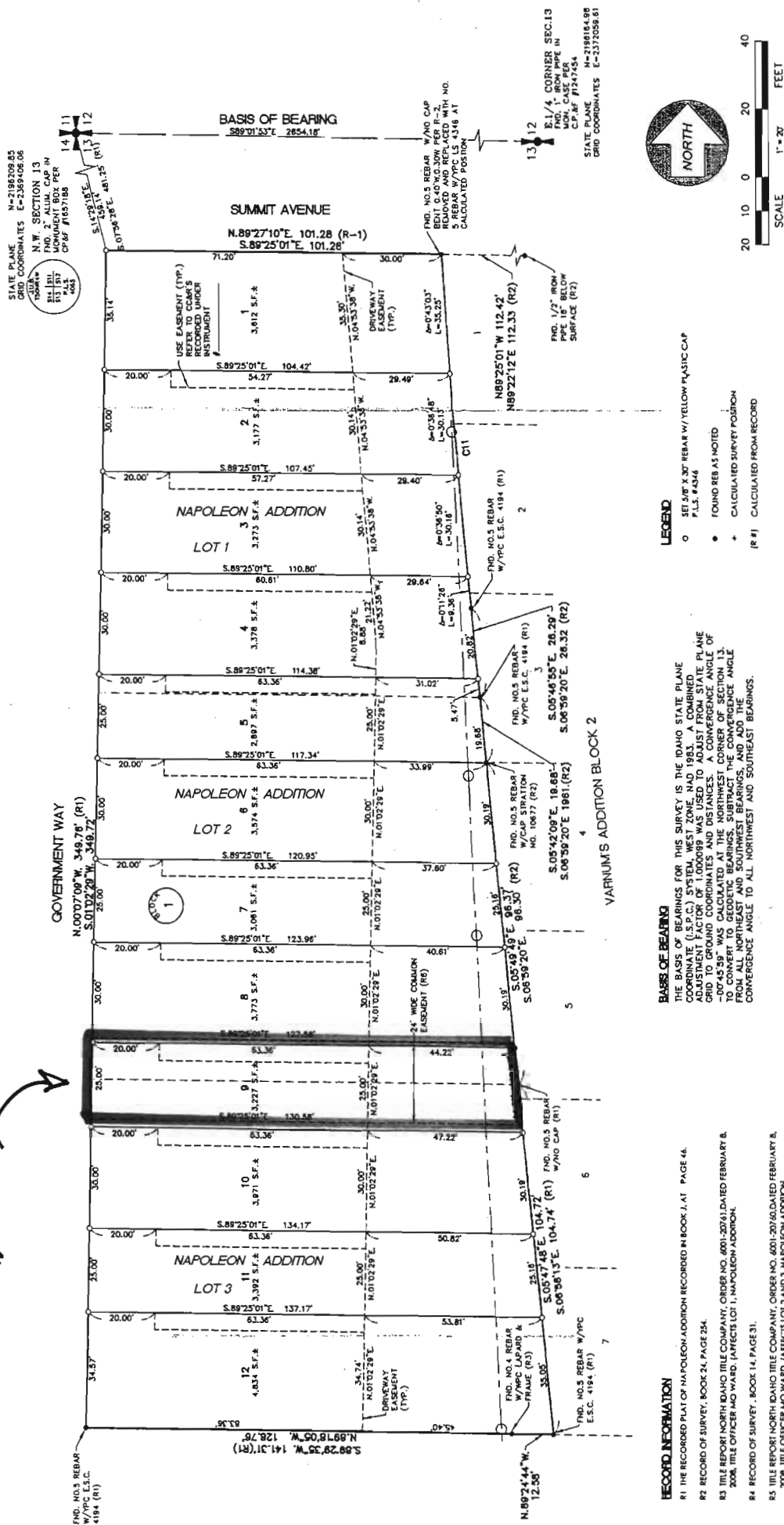


[Signature]
Notary Public in and for the
State of Idaho
Residing at: Coeur d'Alene
My Commission Expires: 2-11-09

BOOK _____ PAGE _____
INST. # _____

BEING A REPLAT OF LOTS 1 THROUGH 3 BLOCK 1, NAPOLEON ADDITION BEING A
PORTION OF THE N.W. 1/4 OF SECTION 13, T.50N., R.4W., B.M.,
CITY OF COEUR D'ALENE, IDAHO, KOOTENAI COUNTY, IDAHO

EASEMENT



BASIS OF BEARING

81 THE RECORDED PLAT OF NAPOLEON ADDITION RECORDED IN BOOK 1, AT PAGE 46.
82 RECORD OF SURVEY, BOOK 24, PAGE 254.
83 TITLE REPORT NORTH DAHO TITLE COMPANY, ORDER NO. 6001-3076 DATED FEBRUARY 6,
2008. TITLE OFFICER MD WARD, [ATFECT LOT 1, NAPOLEON ADDITION.
84 RECORD OF SURVEY, BOOK 14, PAGE 31.
85 TITLE REPORT NORTH DAHO TITLE COMPANY, ORDER NO. 6001-3076 DATED FEBRUARY 6,
2008. TITLE OFFICER MD WARD, [ATFECT LOT 7 AND 3, NAPOLEON ADDITION.
86 COMMON EASEMENT IN FAVOR OF CITY OF COEUR D'ALENE INSTRUMENT NUMBER 159121.
87 RIGHT OF WAY EASEMENT IN FAVOR OF WASHINGTON WATER POWER FOR THE RIGHT TO
88 ENTER AND MAINTAIN THREE POWER POLES ACROSS LOTS 1 THROUGH 3 SURROUNDING HUBBARD
12/25/04

BASES OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE IOAHO STATE PLANE COORDINATE (U.S.P.C.) SYSTEM, WEST ZONE, NAD 1983. A COMBINED ADJUSTMENT FACTOR OF 1.000098 WAS USED TO ADJUST FROM STATE PLANE GRID TO GROUND COORDINATES AND DISTANCES. A CONVERGENCE ANGLE OF $-00^{\circ}45'59''$ WAS CALCULATED AT THE NORTHWEST CORNER OF SECTION 13, TO CONVERT TO GEODETIC BEARINGS. SUBTRACT THE CONVERGENCE ANGLE FROM ALL NORTHEAST AND SOUTHWEST BEARINGS, AND ADD THE CONVERGENCE ANGLE TO ALL NORTHWEST AND SOUTHEAST BEARINGS.

LEGEND

- SET 5/8" X 30" REBAR W/ YELLOW PLASTIC CAP
P.L.S. #4346
- FOUND REB AS NOTED
- ✚ CALCULATED SURVEY POSITION
- CALCULATED SPALL RECORD

THE COTTAGES
ON GOVERNMENT WAY

DATE: 4-24-08
SCALE: 1" = 50'
DRAWN BY: JWH/R
FIELD BOOK -
CHECKED BY: GRSS
SHEET 1 OF 2
JOB NO. 08C002



SURVEYOR'S CERTIFICATE

ON UNIVERSITY CERTIFICATE

4-24-08
DATE
GARY R. STONE P.L.S. 4346

DATE _____

Taylor Engineering, Inc.
Civil Design and Land Planning
W. 106 Mission Ave., Suite 208
Spokane, Washington, 99201
PHONE (509) 328-3371 FAX (509) 328-8224

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG
C11	104.81	2814.63		S04°48'21"E
C11 / R11	104.81	2814.63	2°08'07"	104.80
				S04°54'13"E

CITY COUNCIL STAFF REPORT

DATE: June 3, 2008
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Sorbonne Addition, Partial Acceptance of Installed Improvements

DECISION POINT

Staff is requesting the following:

1. City Council acceptance of a limited portion of the installed improvements for the Sorbonne Addition of the Coeur d'Alene Place development (map attached).

HISTORY

- a. Applicant: Jason Wheaton
Greenstone-Kootenai, LLC
1421 Meadowwood Lane
Suite 200
Liberty Lake, WA 99019
- b. Location: North of Hanley Avenue and west of Cornwall Street.
- c. Previous Action:
 1. September 2007, final plat approval of Sorbonne Addition.

FINANCIAL ANALYSIS

The developer has previously installed security in the amount of \$2,487,286.00, with a subdivision agreement (September 4, 2007), and, named the City of Coeur d'Alene as the recipient to cover the cost of the installation of the required outstanding public improvements should he default on their installation.

PERFORMANCE ANALYSIS

The developer is requesting acceptance of a minor portion (map attached) of the overall development in order to be able to obtain Certificate's of Occupancy for a small number of units in a townhouse development that they are completing. City Code (16.24.106) provides the latitude for a partial acceptance, however, that action is limited to two requests. Due to the amount of outstanding work that remains, none of the previously installed security will be released (16.24.106.D). This acceptance will start the maintenance period on the sanitary sewer main line that is located in Cornwall Street (from the southerly boundary of the Sunshine Meadows subdivision to Hanley Avenue), and, will only extend in the Descarte Drive from Hanley Avenue to the intersection with Desmonde Drive.

RECOMMENDATION

1. Approve the staff request for limited acceptance of improvements in the Sorbonne Addition.

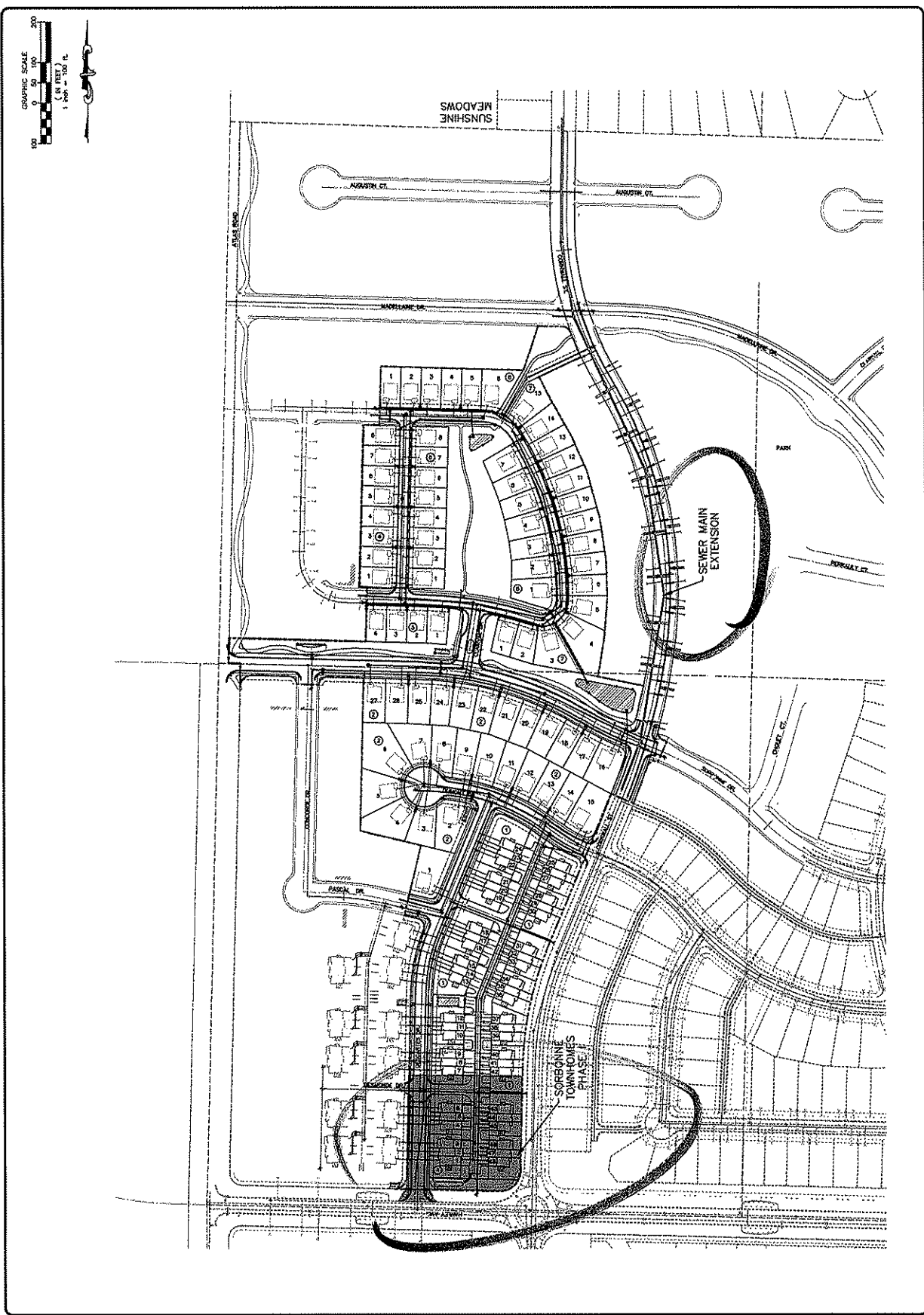
DATE: 10/27/08
BY: 10/27/08
CHECKED: 10/27/08
APPROVED: 10/27/08

SCALE: 1"=50'
VERTICAL: 1"=10'

Greenstone
HOOPER & GREENSTONE
1000 N. GREENSTONE BL. SUITE 200
DALLAS, TEXAS 75207
TEL: (214) 343-8800
FAX: (214) 343-8801
WWW.GREENSTONE-PA.COM

SORBONNE ADDITION
1st CONSTRUCTION PHASE

10/27/08
SHEET 1 OF 1



AREAS OF REQUEST

**CITY COUNCIL
STAFF REPORT**

DATE: June 3, 2008
FROM: Christopher H. Bates, Engineering Project Manager
SUBJECT: Sanders Shores Subdivision, Final Plat Approval

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a 2 lot, residential development.

HISTORY

- a. Applicant: Larry Herres
1687 Pebblestone Ct.
Hayden, ID 83835
- b. Location: Situated at the junction of Mountain Avenue & 13th Street.
- c. Previous Action: CdA Planning Commission approval, December 2007.

FINANCIAL ANALYSIS

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

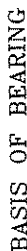
PERFORMANCE ANALYSIS

The developer has addressed the conditions required for the final plat approval and the plat document is now ready for recordation.

DECISION POINT RECOMMENDATION

1. Approve the final plat document.

A PORTION OF LOT 3, BLOCK 3, MAUSER SUBDIVISION, SEC. 24, T.50N., R.4W., B.M., CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO



RECORD OF SURVEY A PORTION OF LOT 3, BLOCK 3 OF MAUSER
SUBDIVISION BOOK 25, PAGE 85, JUNE 20, 1907
DURTISCH A ASSOC. RECORD OF SURVEY # 1741469,
BOOK 21, PAGE 323, JULY 21, 1907
E.S.F. RECORD OF SURVEY # 13545848, BOOK 14,
PAGE 163, MARCH 1911
E.S.F. RECORD OF SURVEY # 1061514, BOOK 5,
PAGE 10, OCTOBER 1906
PLAT OF LAKESHORE ADDITION TO CDA RECORDED IN
BOOK 9, PAGE 128
PLAT OF MAUSER SUBDIVISION TO CDA RECORDED IN BOOK D,
PAGE 39
W.P.A. CITY PLAT NO. 6,
UNRECORDED SURVEY BY LEPARD, APRIL, 1971
UNRECORDED SURVEY BY LATIMORE, AUGUST 1950
UNRECORDED SURVEY BY LATIMORE, JULY 1949

1. ALL DISTANCES ARE IN U.S. FEET.

		TATE ENGINEERING 1103 N. 4TH STREET, COFOR D' ALENE, IDAHO, 83814 (208) 876-8708 FAX: (208) 657-2129	
PROJECT NO.: 07.181	DATE: 10/19/07	SCALE: 1"= 75'	PAGE 1 OF 2
DRAWING: 07.181SP	CHECKED: EMW	DRAWN BY: DCH	

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 5/22/08
 Department Name / Employee Name / Date
 Request made by: Clifford Fender 509-443-2209
 Name / Phone
2702 East Grand Lane Spokane WA 99223
 Address

The request is for: / / Repurchase of Lot(s)
☒ / Transfer of Lot(s) from Clifford Fender to Charles Fender
Christopher Fender

Niche(s): _____
 Lot(s): 11, 12, _____, _____, _____, _____. Block: 67 Section: C

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* _____

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

Title transfer fee (\$ 40.00) attached**.

**Request will not be processed without receipt of fee. Cashier Receipt No.: 362858

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Vonnie 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:
CLIFFORD FENDER
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 500.00 per lot.

R.D.E. 5/23/08
 Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: / / Yes / / No. L.M.L. 5-22-08
 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.

 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.

M E M O R A N D U M

Date: May 15, 2008

From: Kathy Lewis, Deputy City Clerk

Re: Request to approve the following Fireworks Stand Permits for 2008 Season

	Location	Vendor	Phone	
1	Walgreens 335 West Appleway Coeur d'Alene ID 83815	Dan Verheul 4912 North Boeing Road Spokane WA 99206	509-981-8298 Cell : none	
2	Goodwill Store North 1212 Fourth St Coeur d'Alene ID 83814	Linda Morgan 16151 North Marble Lane Hayden ID 83835	208-772-3152 Cell 819-4674	
3	Safeway Store #295 1001 North Fourth St Coeur d'Alene ID 83814	Ernie Carr 416 East Third Street Coeur d'Alene ID 83814	208-773-1106 Cell 691-5827	
4	Super 1 Foods 305 West Kathleen Coeur d'Alene ID 83815	Korah Quinn 251 Pine Crest Loop Sandpoint ID 83864	208-265-4642 Cell None	
5	Albertson's 220 Ironwood Drive Coeur d'Alene ID 83814	Joe Hoffman Sr 18906 East Sandusky River Lane Greenacres, WA 99016	509-921-6493 Cell 509-362-1904	
6	Safeway #1470 121 West Neider Avenue Coeur d'Alene ID 83815	Ed Stutzman North 3621 Molter Road Otis Orchards WA 99027	509-922-8166	
7	K- Mart 131 West Neider Avenue Coeur d'Alene ID 83815	Darin Teichner 16504 West Laurel Drive Medical Lake, WA 99022	509-299-6674	
8	Skate Plaza 5725 Pioneer Drive Coeur d'Alene, ID 83815	Dan Holmes 29825 North Sixth Athol, ID 83801	208-683-3597 Wk 683-6209	
9	NE Corner- Silver Lake Mall 200 West Hanley Coeur d Alene ID 83815	Dan Holmes 29825 North Sixth Athol, ID 83801	208-683-3597 Wk 683-6209	
10	Runges Fourth and Spokane Streets Coeur d'Alene ID 83814	Steven L. Bartlett 2123 East Prairie View Post Falls, ID 83854	208-640-1086 Wk 667-4544	

CITY COUNCIL STAFF REPORT

DATE: June 3rd, 2008
FROM: Tim Martin, Street Superintendent
SUBJECT: **REPORT OF PURCHASE OF ONE USED 2003 GMC ENVOY SUV**

DECISION POINT:

The purpose of this report is to provide Council information on the purchase of a used 2003 GMC Envoy from Robideaux Motors

HISTORY:

The Street Department's Capital Vehicle Replacement Plan for 2007-2008 authorizes the use of \$50,000.00 in a used equipment line. Several months ago the IT service vehicle was brought to the corporate shop with numerous faults. The vehicle was deemed unreliable and unsafe for the type of performance that is needed. The new used vehicle will replace a 1987 Blazer. Competing quotes for this vehicle were sent to 3 dealers that sell this type of vehicle

PERFORMANCE ANALYSIS

The used vehicle will replace Admin #104 (1987 Blazer that has 114,532 miles). The vehicle originally was purchased by the Parks Department as a staff vehicle, and then was handed down to Recreation then traded to Administration for a small pickup.

FINANCIAL ANALYSIS

Quotes for a used 2003 or newer mid-size SUV with less than 60,000 miles obtained from three area vendors as follows:

	<u>Total Quote</u>
(1) Robideaux Motors.	\$12,940.00
(2) Tom Addis Dodge	\$17,946.00
(3) Lake City Ford	\$19,136.89

The quote from Robideaux Motors for \$12,940.00 was the lowest and quote received. This vehicle will meet the city's IT group needs.

DECISION POINT/ RECOMMENDATION:

The purpose of this report is to provide Council information on the purchase of 2003 mid-size SUV from Robideaux motors.

ANNOUNCEMENTS

Memo to Council

DATE: May 28, 2008

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the June 3rd Council Meeting:

CHRISTOPHER BOSLEY

PED/BIKE 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)

May 27, 2008
**GENERAL SERVICES COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Deanna Goodlander, Chairperson
Ron Edinger **ABSENT**
John Bruning

CITIZENS PRESENT

Terry Cooper, Downtown Association
Katherine ?
Terrance ?

STAFF PRESENT

Kathy Lewis, Deputy City Clerk
Renata McLeod, Project Coordinator
Doug Eastwood, Parks Director
Steve Anthony, Recreation Director
Jim Markley, Water Superintendent
Jon Ingalls, Deputy City Administrator
Mike Gridley, City Attorney

**Item 1. Sherman Avenue Street Closure Request.
(Consent Calendar)**

Kathy Lewis, Deputy City Clerk, reported that the Downtown Association submitted a special event request to close Sherman Avenue on Thursday evenings for an event called "Sherman Alive". The request is to close Sherman Ave. on Thursday July 17th and 24th, August 7th, 14th, 21st, and 28th. They plan to have street musicians, vendors, and outdoor movies in Sherman Park, etc. Each week they will have a different family based theme. Third, Fourth and Seventh Streets would remain open north and south for inbound and outbound traffic as well as emergency vehicles. The Downtown Association will place barricades at 5:15 p.m. each Thursday with the event beginning at 6:00 p.m. Kathy also noted that the Department of transportation high load route can be routed down Lakeside Avenue which would remain open.

Terry Cooper, Downtown Association, reiterated details as outlined by Ms. Lewis. He noted that all those involved in the decision (City Streets Dept, Police Dept. and downtown business) have been very supportive of this concept idea. He is asking the council for their blessing on the concept. Councilman Bruning said this is a great idea and he's all for supporting the downtown business and he's looking forward to it. Councilman Goodlander responded that as with the Street Fair, having the streets closed makes it's much easier for folks to move around and enjoy the events.

MOTION: by Bruning, seconded by Goodlander, that Council approve the application for a Special Event Permit for "Sherman Alive" and allow the closure of Sherman Avenue from Second Street to Sixth Street and Fifth Street north and south to alley from July 17th to August 28th.

**Item 2. Identity of Interest & Disclosure Certification / Fruitland Lane Apartments Project.
(Councilman Bruning recused himself from this item. Item forwarded directly to Council without action as there was not a quorum)**

**Item 3. Lease Agreement with St. Vincent DePaul / Fruitland Lane Property.
(Councilman Bruning recused himself from this item. Item forwarded directly to Council without action as there was not a quorum)**

**Item 4. Disc Golf Course Agreement.
(Agenda - Resolution No. 08-034)**

Doug Eastwood, Parks Director, is asking the Council for approval to enter into an agreement with the Panhandle Kiwanis Club to construct and maintain an 18-hole disc golf course at Cherry Hill Park and to upgrade the 9-hole disc golf course at Bluegrass Park. Mr. Eastwood reported that the Cherry Hill Park Master

Plan identifies an 18-hole disc golf course to be installed within the park. Staff has been waiting on this use until such time that an interest surfaced for the disc golf course. There are a lot of enthusiasts in the area and the Panhandle Kiwanis Club has offered to share in the cost of development and maintenance for the course. The Bluegrass course is a 9-hole course and the upgrades for that course will mostly be for new directional signage at the 'tees'. Staff estimated the cost for a new 18-hole course at Cherry Hill and to upgrade the course at Bluegrass Park to be \$15,851.00. The Kiwanis Club and the Parks Department would split that cost. Each group would also be able to recover the cost through a sponsorship program that would be renewed every other year. Both the Kiwanis Club and the Parks Department would share in the responsibility of long term care for the course including soliciting for sponsorships and course inspections. Mr. Eastwood reported that Cedar Mountain has offered to provide a granite tile plate and will do so on all 27 holes, at no cost to the City, except that they want to be a sponsor at one of the holes. Mr. Eastwood displayed a sample of the granite directional signage

MOTION: by John, seconded by Goodlander, that Council adopt Resolution No. 08-034 approving an Agreement with the Panhandle Kiwanis Club for the development and long term care of an 18-hole disc golf course at Cherry Hill and improvements to the 9-hole disc golf course at Bluegrass Park.

**Item 5. Parks Day Celebration / Adopt-a-Pet.
(Consent Calendar)**

Doug Eastwood, Parks Director, reported that the parks day celebration is scheduled for July 12th of this year. The idea came from the master plan committee for the update of the parks master plan. One of the comments that came back from the surveys was that most people don't know where all the City's parks are. So they are planning to mark the parks, starting with 3 parks a year. This year they are using Bluegrass Park, Ramsey Park, and Riverstone Park. These parks were chosen as it will parallel with the dedication of the opening of the new Prairie Trail. Mr. Eastwood noted that dogs are not allowed in the parks, on a leash or off a leash. Therefore, he is requesting a one-day waiver of "No Dogs Allowed City Parks" to allow for the Kootenai Humane Society to participate in the Parks Day Celebration by offering two or three of their adoptable dogs at the Parks Day Celebration event. Kootenai Humane Society will keep the dogs in a controlled area. They will bring two or three dogs to each of the three sites. If all the dogs are adopted, they can bring more to the park site. We have suspended the "no dogs allowed" rule at McEuen Field for the annual dog and Frisbee contest. KHS will likely have a booth at the event to talk about their animal shelter proposal. This would give the visiting public an opportunity to interact with the adoptable dogs and possibly take one home. Each of the adoptable pets will have had their shots and will be deemed healthy. Mr. Eastwood added that there has been some confusion at past events when we have suspended the "no dogs allowed" rule. The confusion came from people not being aware of the ordinance and having returned days or weeks later with their dogs believing it was OK to have them in the parks.

MOTION: by Bruning, seconded by Goodlander, that Council authorize the "No Dogs Allowed City Parks" rule to be suspended on July 12, 2008, to allow KHS to have adoptable dogs at Bluegrass, Ramsey and Riverstone Parks during the Parks Day Celebration event.

**Item 6. Agreements – Annual Renewals / BMX Association & Handshake Productions.
(Resolution No. 08-032)**

Doug Eastwood, Parks Director, reported that the Handshake Productions agreement is up for its three year renewal. The recommendation of the Parks and Recreation Commission is to renew the agreement. Mr. Eastwood reported that the Summer Concert Series sponsored by the Handshake Productions is entering its 13th year. This is a very successful event that has become a Sunday afternoon pastime for a good number of

residents. One recommendation of the P&R Commission is to add a non-transferable clause to the agreement, as is in most of the concession agreements. Councilman Goodlander noted the agreement now reflects 2 concessions rather than 1. Mr. Eastwood responded that this will allow them to increase the variety of foods offered at the event.

MOTION: by Bruning, seconded by Goodlander, that Council adopt Resolution No. 08-032 approving the renewal of the agreement with Handshake Productions for an additional 3 years to include the non-transferable clause.

Mr. Eastwood reported that the BMX Association agreement is also up for its three year renewal. Changes to the agreement includes the addition of a station at the site that will allow the Association to tune-up bikes, the addition of up to 4 concessions, as well as adding a non-transferable clause. Mr. Eastwood added that track has been in place for 3 years and has been very successful in engaging youth in the sport of BMX bicycling. They hold approximately 40 – 50 tournaments a year.

MOTION: by Bruning, seconded by Goodlander, that Council adopt Resolution No. 08-032 approving the renewal of the agreement with the BMX Association for an additional 3 years to include the non-transferable clause.

Item 7. Waiver of Fees at Ramsey Park / Armed Services Benefit Tournament.
(Consent Calendar)

Steve Anthony, Recreation Director, on behalf of the P&R Commission is recommending the Waiver of Field Use Fees for an Armed Services Labor Day Weekend Tournament at Ramsey Park. Mr. Anthony reported that Steve Vogel and Cassandra Vig, representing the Idaho National Guard, is asking that the city waive the field use fees for an Armed Services Softball Tournament on August 30, 2008. The normal fee for a tournament is \$20.00 per team plus a charge of \$30.00 an hour per field for lights. The per-team fee covers the labor and material cost of preparing the fields for games. The light fee covers the electrical costs for the lights and the labor to turn them on. Mr. Anthony noted that this tournament seems to be for a worthy cause. He is recommending waiving the field use fee, but not the fee for lights. Mr. Anthony noted that the ING will solicit donations for the tournament and then they will earmark charities that the funds will be given to. Councilman Bruning asked if they have indicated which charities will be benefited. Mr. Anthony responded that Mr. Vogel indicated that Special Needs Recreation would be one of the charities and they would consider any other charity that is involved with the City. Before the tournament begins, each Team will signify which charity they are giving to.

MOTION: by Bruning, seconded by Goodlander, that Council waive only the field use fees for the Armed Services Labor Day weekend Tournament at Ramsey Park on August 30, 2008.

Item 8. Presentation / Water Conservation Education Plan.
(Consent Calendar)

Jim Markley, Water Superintendent, is asking the Council to adopt the Water Conservation Education Plan as presented. Mr. Markley noted that the Council asked him to return with information on what staff is doing to get information out to customers as well as what program there are to help them use water more wisely. The Plan is as follows:

Water Conservation Education Plan:

(Note: All articles will be centered on explaining the rate increase, advising customers on how to mitigate extra costs, showing them ways they can reduce their water use, and explaining the credit program:

Phase One

Print:

1. "City Streets" article(s) in the CdA Press.
2. Press release to newspapers.
3. Article in the KEA newsletter.

Mail:

1. Expand the conservation information in the water quality report.

Internet:

1. Expand the conservation portion of the City's website.
2. Include all of the information on the Water Department page as well as the City's home page.

Television:

1. Make presentation outlining information at subcommittees and at the June 3rd Council meeting for rebroadcast on Channel 19.
2. Make presentation on Xeriscape at Council meeting for rebroadcast on Channel 19.

Advertising:

1. Investigate partnering with Spokane Valley purveyors for a media campaign on water conservation.

Meetings:

1. Meet with equipment vendors to help get the word out on ways to mitigate higher rates. Meeting with sprinkler companies
2. Work with AWWA Conservation committee.

Phase Two

Credit program:

1. Continue and possibly expand program.

Phase Three

"Smart controllers" for public entities (School District, NIC, City parks, etc.)

1. Partner with larger public users who install smart controllers

Councilman Goodlander stated that a cost sharing process has been put in place with only moderate success. She asked Mr. Markley why that might be. Mr. Markley responded that 1) the sprinkler companies are not selling the program. 2) the city's water costs are inexpensive. He believes, in time, people will become more educated and will start conserving more. Councilman Goodlander recommended that this issue be revisited in a year to see what the education plan is doing or not doing.

MOTION: by Bruning, seconded by Goodlander, that Council adopt the Water Conservation Education Plan as presented and that staff return to General Services in the late winter with a report on how the plan is working.

The meeting adjourned at 12:42 p.m.

Respectfully submitted,

Juanita Van Cleave

Recording Secretary

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

DATE: MAY 6, 2008

FROM: RENATA MCLEOD, PROJECT COORDINATOR

RE: IDENTITY OF INTEREST AND DISCLOSURE CERTIFICATION

DECISION POINT:

- To authorize the Identity of Interest and Disclosure Certification to the Secretary of Housing for the Fruitland Lane apartment project.

HISTORY: On May 15, 2007, the City Council authorized an intent to lease city-owned land at the corner of Fruitland Lane and Neider Avenue, with the St. Vincent De Paul, for the construction of a HUD 811 project. St. Vincent De Paul has been awarded HUD funding, with that comes several Federal regulations. One such regulation is for the landowner to sign the attached certificate stating that the City does not have a financial interest in the apartment project, it not going to be the paid contractor, and generally will not profit from the project. The Legal Department has reviewed this Certification, and is comfortable with the City Council authorization.

FINANCIAL ANALYSIS: There is no financial impact to the City in authorizing this certification.

PERFORMANCE ANALYSIS: Authorizing this Certification will allow St. Vincent to meet the HUD requirements and continue to move forward with their project.

DECISION POINT/RECOMMENDATION:

- To authorize the Identity of Interest and Disclosure Certification to the Secretary of Housing for the Fruitland Lane apartment project.

IDENTITY OF INTEREST AND DISCLOSURE CERTIFICATION

(For use by a representative of the Sponsor's or Owner's (as appropriate) consultant, architect, general contractor, attorney, management agent and seller of the land.)

TO: The Secretary of Housing and Urban Development
SUBJECT: Project Name: Fruitland Apartments
Project No.: 124-HD013

The undersigned who is a representative of **the City of Coeur d'Alene**(the "Firm"), which is serving as the **Landowner and Lessor** for the subject Section 202/811 project, hereby certifies, to the best of his/her knowledge, as of the date that this certification is made and except as fully described in a signed statement attached hereto, that:

1. For the purpose of this certification, "development team member" means an individual, firm, or corporation that is under contract with or otherwise providing a service to the Sponsor/Owner as a consultant, architect, general contractor, attorney, management agent, or seller of the land in connection with this project.
2. Neither the Firm nor any officer, board member, partner or authorized agent of the Firm has any financial interest in the Sponsor/Owner other than the fee for professional services being rendered to this project.
3. Neither the Firm nor any officer, board member, partner or authorized agent of the Firm has advanced any funds or thing of value to the Sponsor/Owner or accepted any stock or any interest in the Sponsor/Owner Corporation as part of the consideration for payment. This does not preclude the donation of services or development team members working on a contingency basis.
4. Neither the Firm nor any officer, board member, partner or authorized agent of the Firm is also an officer, board member, partner or authorized agent or has any financial interest in another development team member.
5. No officer, board member, partner or authorized agent of the Firm has a family relationship by virtue of blood (i.e., grandparents, parents, brothers, sisters, and children), marriage (including common-law marriage, if recognized by the State), or adoption with any officer, board member, partner or authorized agent of another development team member.

6. That I do not have and am aware that it is impermissible for me to have a family relationship by virtue of blood (i.e., grandparents, parents, brothers, sisters, and children), marriage (including common-law marriage, if recognized by the State), or adoption with any officer, director, board member, partner, or authorized agent of the consultant, general contractor, architect, management agent, attorney, seller of the land, accountant, subcontractor, material supplier, equipment lessor, surety, title and recording company, and insurance agent providing hazard insurance which has such a contract with the Owner in connection with the rendition of the services, the provisions of goods or supplies, procurement of furnishings and whatsoever relating to this project..
7. If the Firm is serving as the consultant, that:
 - a. Except for the fee specified in my Contract with the Owner, neither the Firm nor any officer, director, board member or partner of the Firm has accepted or shared and will neither accept nor share any compensation or remuneration, directly or indirectly, in any form whatsoever, from or with any party interested in the development or operation of this project.
 - b. Neither the Firm nor any officer, director, board member, partner or any person employed by the Firm has accepted compensation or remuneration contrary to the intention of the aforesaid Contract and it is understood that the intent of the Contract is to prohibit the Housing Consultant and its employees from any transaction which would create an identity of interest with other persons or entities participating in the development and operation of the project.
 - c. Neither the Firm nor any officer, director, board member or partner of the Firm is involved as an officer, director, board member, or general partner in a business development team member.
8. If the Firm is serving as the attorney for the Sponsor/Owner with respect to this project, it is not also serving as the attorney for any development team member.

9. Should I become aware of any relationships described in paragraphs 2 thru 8 of this certification or should any such relationships come into being subsequent to the submission of this certification and prior to the final closing of this project, I will provide notification to the local HUD Field Office within 10 working days

Sandi Bloem, Mayor

Date

WARNING

Section 1001 of Title 18 of the United States Code (Criminal Code and Criminal Procedure, 72 Stat. 967) applies to this certification (18 U.S.C. 1001, among other things, provides that whoever knowingly and willfully makes or uses a document or writing knowing the same to contain any false, fictitious or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined no more that \$10,000 or imprisoned for not more than five years, or both).

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

DATE: APRIL 14, 2008

FROM: TROY TYMESEN, FINANCE DIRECTOR

RE: LEASE OF FRUITLAND LANE PROPERTY

DECISION POINT:

- To approve the attached Lease Agreement with St. Vincent's Fruitland Lane Apartments, LTD.

HISTORY: At the May 15, 2007 City Council meeting the City Council approved an intent to lease, City owned property on Fruitland Lane to St. Vincent De Paul for a potential subsidized housing project. St. Vincent's has since received a grant from HUD that would allow them to build a 15 unit apartment complex, one unit for an on-site manager, for people disabled due to chronic mental illness. City staff completed a short plat of the property, which divided the lot into four lots. Lot 1 currently contains a single-family residence and will continue to be rented. Lot 2 is the subject property for the St. Vincent De Paul project. Lots 3 and 4 will be reserved for future senior housing projects. In the 2006 Housing needs assessment it was determined that the City is in need of 861 subsidized housing units and 100 senior housing units. This current project will assist with a small dent in the needed 861 units, and will meet the city's goal of finding affordable housing solutions.

FINANCIAL ANALYSIS: **There is no financial impact to this item.**

PERFORMANCE ANALYSIS: The Community is growing and affordable housing, especially subsidized housing, is difficult to find. The City providing the land will allow the development of 15 units of housing to be provided to some of the City's lowest income citizens.

DECISION POINT/RECOMMENDATION:

- To approve the attached Lease Agreement with St. Vincent's Fruitland Lane Apartments, LTD.

RESOLUTION NO. 08-033

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
AUTHORIZING A LEASE AGREEMENT WITH ST. VINCENT'S FRUITLAND LANE
APARTMENTS, LTD. FOR CITY OWNED - PROPERTY ON FRUITLAND LANE.

WHEREAS, it is recommended that the City of Coeur d'Alene enter into a Lease Agreement with St. Vincent's Fruitland Lane Apartments, LTD, pursuant to the 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 Lease 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 3rd day of June, 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 agreement made this 3rd day of June, 2008, between the **City of Coeur d'Alene**, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho ("City") with its principle place of business at 710 East Mullan Avenue, Coeur d'Alene, ID 83814 and the **St. Vincent's Fruitland Apartments, LTD**, a non-profit corporation organized pursuant to the laws of the State of Idaho ("St. Vincent") with its principle place of business at 108 Walnut Avenue, Coeur d'Alene, Idaho 83814.

The Parties hereby agree as follows:

1. PREMISES: The City hereby leases to St. Vincent real property located at corner of Fruitland Lane and Neider Avenue, legally described at Lot 2, Block 1, Braunsen Addition, Coeur d'Alene, Idaho 83814 ("the Premises"). The Premises is legally described on Exhibit "A," attached hereto and incorporated herein by this reference.

2. PURPOSE: The sole purpose of this Lease is to allow St Vincent to develop, operate and maintain a Housing and Urban Development ("HUD") Section 811 financed affordable housing development on the Premises.

3. TERM OF LEASE:

A. Original Term: The Lease will commence upon St. Vincent's receipt of HUD funding for a housing project consistent with the lease purpose. The term will extend for seventy five (75) years from the date HUD funding is received by St. Vincent.

B. Option to Extend: St. Vincent is hereby given the exclusive option to extend the term on all the provisions contained in this Lease for one (1) additional twenty five (25) year period ("extended term") following expiration of the original term, by giving notice of exercise of the option ("extension notice") to the City at least six (6) months before expiration of the original term. Provided, however, that if Tenant is substantially in default on the date of giving the extension notice on the date the extended term is to commence, or if Tenant has not substantially and timely complied with the terms of the Lease for the original term, the extension notice shall be ineffective, the extended term shall not commence and this Lease shall expire at the end of the original term.

C. Holdover Period: If St. Vincent, with the City's consent, remains in possession of the Premises after expiration or termination of the term, including any extended term, or after the date in any notice given by the City to St. Vincent terminating this Lease, such possession by Tenant shall be deemed to be a year to year tenancy terminable by either party on giving thirty (30) days notice of termination to the other party. All provisions of this Lease except those pertaining to term and option to extend shall apply to the month-to-month tenancy.

4. RENT: St. Vincent will pay to the City the amount of one dollar (\$1.00) for each year of the term of this Lease. Payment for each year of the term will be due prior to the beginning of the term, extended term or holdover period.

5. CONDITION OF PREMISES: The Premises consists of an undeveloped and vacant parcel. The City makes no representation regarding the fitness of the Premises for the Lease purpose. St. Vincent has fully inspected the Premises and accepts it in its present condition. The City shall have no obligation to construct any leasehold improvements or otherwise prepare the Premises for St. Vincent's occupancy. In developing the Premises to meet the purpose of the Lease, St. Vincent agrees to comply with all conditions of approval placed on the approval of PUD-3-08.

6. COMMENCEMENT OF CONSTRUCTION: St. Vincent must submit building plans for review and building permit issuance within six (6) months and begin actual construction of housing meeting the Lease purpose within eighteen (18) months of commencement of this Lease.

7. ALTERATIONS: St. Vincent shall not make any alterations of the Premises, other than for the Lease purpose, without the written consent of the City.

8. MAINTENANCE AND REPAIR: During the term of this lease, maintenance of all improvements constructed or placed on the Premises shall be the sole responsibility of St. Vincent. St. Vincent shall at all times during the term of this Lease, at its own expense, keep the Premises and all improvements constructed or placed thereon, in good order and repair.

9. FIRE INSURANCE: St. Vincent shall keep the Premises and all improvements constructed or placed thereon insured against loss or damage by fire, flood or other casualty during the term of this Lease and shall be entitled to receive all payments paid under the terms of fire, flood or casualty insurance policies.

10. DAMAGE OR DESTRUCTION OF PREMISES/IMPROVEMENTS: In case of damage by fire, flood or other casualty to the Premises or any improvement constructed or placed thereon, St. Vincent shall repair the Premises and all improvements as soon as is reasonably possible under the circumstances. If the damage is so extensive as to amount practically to the total destruction of the leased Premises or of the improvements thereon, St. Vincent shall either reconstruct the improvements to satisfy the Lease purpose or notify the City in writing within twenty (20) days of the damage of its intention to terminate this Lease. If St. Vincent opts out of this Lease, it must restore the Premises, at its sole cost and expense, to the condition existing at the time this Lease commenced. In determining what constitutes a reasonable time for repair, reasonable consideration shall be given to delays caused by strikes, acts of nature, adjustment of insurance, and other causes beyond St. Vincent's control.

11. PUBLIC LIABILITY INSURANCE: St. Vincent covenants and agrees to procure and maintain at its sole expense throughout the continuance of this Lease, public liability insurance covering personal injury, death, and property damage, with a minimum combined single limit of coverage of One Million Dollars (\$1,000,000.00) per occurrence, from a company or companies approved by the City. Such insurance may not be cancelled or modified without at least thirty (30) days advance

written notice to the City, who shall, at its option, be named as an additional insured. Evidence of such insurance shall be furnished to the City upon request.

12. WAIVER OF SUBROGATION: The parties hereby release each other and their respective authorized representatives from any claims for damage to any person, the Premises and/or any improvements constructed or placed thereon that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy. Neither party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this Lease. If any insurance policy cannot be obtained with a waiver of subrogation, or if it is obtainable only by the payment of an additional premium charge above that charged by insurance companies issuing policies without waiver of subrogation, the party undertaking to obtain the insurance shall notify the other party of this fact. The other party shall have a period of ten (10) days after receiving the notice either to place the insurance with a company that is reasonably satisfactory to the other party and that will carry the insurance with a waiver of subrogation, or to agree to pay the additional premium if such a policy is obtainable at additional cost. If the insurance cannot be obtained or the party in whose favor a waiver of subrogation is desired refuses to pay the additional premium charged, the other party is relieved of the obligation to obtain a waiver of subrogation rights with respect to the particular insurance involved.

13. REMOVAL OF IMPROVEMENTS: At the end of the term of the Lease, or upon the termination of this Lease for any reason, all improvements then situated on the Premises shall become the sole property of the City and are hereby quitclaimed to the City upon the happening of any termination event. The City may waive the entitlement given it by this paragraph, but only by written notice thereof delivered to St. Vincent within sixty (60) days after the happening of a termination event. If such notice is given, St. Vincent shall, at its expense, remove all such improvements within six (6) months after the City repossesses the Premises. If St. Vincent fails to remove any improvement within the time allowed by this Section, the same shall be conclusively deemed to be abandoned by St. Vincent and shall belong solely to the City without claim or right on the part of St. Vincent.

14. HUD LEASE ADDENDUM § 811: HUD Lease Addendum § 811 (the "Addendum"), attached hereto as Exhibit "B" is incorporated into this agreement as if fully set out herein. In the event, that any provision of this Lease Agreement contradicts any provision contained in the Addendum, the provision in the Addendum shall control. If the Secretary of Housing and Urban Development elects to take possession of the Premises in accordance with the Addendum, the City will take all steps necessary under Idaho Code § 50-1403(4) to transfer the Premises.

15. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS: St. Vincent is solely responsible for ensuring compliance with all Federal, State and Local laws and regulations governing the provision of housing on the Premises as contemplated by the Lease purpose including, but not limited to, the Fair Housing Act and Americans with Disabilities Act.

16. INDEMNIFICATION: St. Vincent, as a material part of the consideration to be rendered to the City under this Lease, hereby waives all claims against the City for damages to it improvements on the Premises, or the personal property of any of its tenants or for injuries to persons in or about the Premises from any cause arising at any time for which there is no valid and collectible insurance unless said damages or injuries result from the City's or the City's officer's, agent's or employees's gross negligence. St. Vincent will also indemnify, defend and hold the City and its officer's, agent's and employees's harmless from any damage or injury to any person, or personal property of any person, arising from St. Vincent's use of the Premises.

17. NOTICE: All notices and other communications required or permitted under this Lease Agreement shall be in writing and shall be deposited in the United States mail, registered or certified, return receipt requested, or by hand delivery (including by means of a professional messenger service) addressed to the party for whom it is intended at its address as set forth above, or by personal service as allowed by the Idaho Rules of Civil Procedure.

18. QUIET ENJOYMENT: The City covenants that upon payment of the rent herein provided and the performance by St. Vincent of all covenants herein, St. Vincent shall have and hold the Premises, free from any interference from the City, except as otherwise provided for herein.

19. ASSIGNMENT AND SUBLETTING: St. Vincent may not assign, transfer, or encumber this Lease or any interest herein without the prior written consent of the City, which shall not be unreasonably withheld. St. Vincent may rent or lease housing units constructed upon the Premises to tenants as contemplated by the Lease purpose.

20. ATTORNEY FEES: If any action shall be brought to recover any rent under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the leased Premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorney's fees the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

21. ARBITRATION: Any controversy arising from this Lease or its breach shall be resolved by arbitration in accordance with the then prevailing Rules of the American Arbitration Association, and any judgment upon the award rendered in the arbitration may be entered in any court having jurisdiction.

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

23. TAXES: St. Vincent will be responsible for any taxes assessed on the real property which is the subject matter of this lease.

24. TIME OF THE ESSENCE: Time is of the essence of this lease.

25. COMPLETE AGREEMENT: It is hereby mutually agreed and understood that this agreement contains all agreements, promises, and understandings between the City and St. Vincent and that no other agreements, promises, or understandings shall or will be binding on either the City or St. Vincent in any dispute, controversy, or proceeding at law and any addition, variation or modification to this agreement shall be void and ineffective unless in writing and signed by both the parties hereto.

26. VENUE AND CHOICE OF LAW: Should any legal claim or dispute arise between the Lessor and the Lessee, the proper place of venue shall be in the First Judicial District, Kootenai County, Idaho and laws of Idaho shall apply.

27. TERMS BINDING: The terms and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, and assigns of the respective parties.

IN WITNESS WHEREOF, the Lessee has caused this lease to be executed by its Mayor and City Clerk and its corporate seal affixed, and the Lessor has executed the same, the day and year first above written.

CITY OF COEUR D'ALENE,
LESSEE

ST. VINCENT'S FRUITLAND APARTMENTS,
LTD, LESSOR

By: _____
Sandi Bloem, Mayor

By: _____

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
County of Kootenai) ss.

On this 3rd day of June, 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: _____

[illegible]

On this _____ day of June, 2008, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **St. Vincent's Fruitland Apartments, LTD**, and the person 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:

EXHIBIT “A”

LEGAL DESCRIPTION

Lot 2, Braunson Addition; a replat of Lot 1, Block 2 of Clark Addition, (BK. I P. 187) Portion of E ½ of Section 2, Township 50 North, Boise Meridian, City of Coeur d’Alene, Kootenai County, Idaho

EXHIBIT “B”

INSTRUCTION FOR LEASEHOLD 811 PROJECTS

The lease must be on the fee. It must have at least 75 years to run from the date of the capital advance. The annual ground rent and the amount for which HUD may acquire the fee in the case of acquisition of the leasehold by the Department must be approved by HUD. The lease must contain nothing in conflict with Section 811 requirements and otherwise be satisfactory to HUD and must include the following provisions:

LEASE ADDENDUM SECTION 811 (Lessor - Lessee)

Notwithstanding any other provisions of this lease, if and so long as this leasehold is subject to a Section 811 Mortgage held by the Secretary of Housing and Urban Development (HUD), or given to the Secretary of HUD in connection with a resale, or the demised premises are acquired and held by him because of a default under said mortgage:

(1) The Lessee is authorized to obtain a Section 811 Capital Advance from the Secretary of HUD, secured by a mortgage on this leasehold estate. Lessee is further authorized to execute a mortgage on the leasehold and otherwise to comply with the requirements of HUD for obtaining a mortgage.

(2) The Secretary of HUD, or his successors in office, shall have the option in the event that he or his successor in office shall acquire title to the leasehold estate, to purchase good and marketable fee title to the demised premises, free of all liens and encumbrances except such as may be waived or accepted by him or his successor in office, within twelve (12) months after so acquiring the leasehold estate, for the sum of \$_____ payable in cash or by certified or U.S. Treasury check, provided all rents are paid to date of transfer of title, upon first giving sixty (60) days written notice to the Lessor or other person or corporation who may then be the owner of the fee, and the owner of the fee shall thereupon execute and deliver to the Secretary, or his successor in office, a deed of conveyance to the demised premises, containing a covenant against the grantor's acts, but excepting therefrom such acts of the Lessee and those claiming by through or under the holder of the leasehold estate. Nothing in this option shall require the Lessor to pay any taxes or assessments which were due and payable by the Lessee.

(3) If approved by the Secretary of HUD, Lessee may assign, transfer or sell its interest in the demised premises.

(4) (a) Insurance policies shall be in an amount, and by such companies, and in such form, and against such risks and hazards, as shall be required by the mortgagee and/or the Secretary of HUD.

(b) The Lessor shall not take out separate insurance concurrent in form or contributing in the event of loss with that specifically required to be furnished by the Lessee to HUD. The

EXHIBIT "B"

Lessor may at its own expense, however, take out separate insurance which is not concurrent in form or not contributing in the event of loss with that specifically required to be.

(5) (a) If all or any part of the demised premises shall be taken by condemnation that portion of any award attributable to the improvements, or damage to the improvements, shall be paid to the mortgagee or otherwise disposed of as may be provided in the mortgage. Any portion of the award attributable solely to the taking of the land shall be paid to the Lessor. After the date of taking, the annual ground rent shall be reduced ratably by the proportion which the award paid to the Lessor bears to the total value of the land as established by the amount the Secretary of Housing and Urban Development would be required to pay upon acquisition of the fee.

(b) In the event of a negotiated sale of all or any portion of the demised premises in lieu of condemnation, the proceeds shall be distributed and ground rents reduced as provided in cases of condemnation, but the approval of the Secretary of HUD shall be required as to the amount and division of the payment to be received.

(6) The Lessor agrees that, within ten (10) days after receipt of written request from the Lessee, it will join in any authorizations required by any governmental or other body claiming jurisdiction in connection with any work which the Lessee may do hereunder, and will also join in any grants for easements for electric, telephone, gas, water, sewer and such other public utilities and facilities as may be reasonably necessary in the operation of the demised premises or of any improvements that may be erected thereon, and if at the expiration of such ten (10) day's period, the Lessor shall not have joined in any such application, or grants for easements, the Lessee shall have the right to execute such application and grants in the name of the Lessor, and, for that purpose, the Lessor hereby irrevocably appoints the Lessee as its Attorney-in-fact to execute such papers on behalf of the Lessor.

(7) Nothing in this lease contained shall require the Lessee to pay any franchise, estate, inheritance, succession, capital levy or transfer tax, or any other tax, assessment, charge or levy upon the rent payable by the Lessor under this lease.

(8) Upon any default under this lease which authorizes the cancellation thereof by the Lessor, Lessor shall give notice to the Secretary of HUD, and the Secretary of HUD, his successors and assigns, shall have the right any time within six (6) months from the date of such notice to correct the default and reinstate the lease unless Lessor has first terminated the lease as provided herein.

At any time after two (2) months from the date a notice of default is given to the Secretary of HUD, the Lessor may elect to terminate the lease and acquire possession of the demised premises. Upon acquiring possession of the demised premises, Lessor shall notify the Secretary. The Secretary shall have six (6) months from the date of such notice of acquisition to elect to take a new lease on the demised premises. Such new lease shall have a term equal to the unexpired portion of the term of this lease and shall be on the same terms and conditions as contained in this lease, except that the Secretary's liability for ground rent shall not extend

EXHIBIT “B”

beyond his occupancy under such lease. The Lessor shall tender such new lease to the Secretary within thirty (30) days after a request for such lease and shall deliver possession of the demised immediately upon execution of the new lease. Upon executing a new lease, the Secretary shall pay to Lessor any unpaid ground rentals due or that would have become due under this lease to the date of execution of the new lease, including any taxes which were liens on demised premises and which were paid by Lessor, less any net rentals or other income which Lessor may have received on account of this property since the date of default under the lease.

(9) All notices, demands and requests which are required to be given by the Lessor, the Lessee, or the Secretary shall be in writing and shall be sent by registered or certified mail, postage prepaid, and addressed to: (*Insert Field Office Address*) unless a request for a change in this address has been sent to the party giving the notice by registered or certified mail prior to the time when such notice is given.

(10) This lease shall not be modified without the consent of the Secretary of Housing and Urban Development.

HOWARD ST.

END 1 $\frac{1}{2}$ "
ALUM. CAP C1/4

2711.24'
N00°10'45"W

N00°09'14"W 2658.94'

MAIN PARCEL
1415734
325 acres
EX. 554
RW=224.00
8" E = 2232.53
(CENTER CHANNEL)

TH. 45
SITE PLAN
SCALE: 1" = 30'

TH. 45
SITE PLAN
SCALE: 1" = 30'

**SUBJECT
PROPERTY**

TR. 50

LOT 1 BLOCK 2
CLARK ADDITION

PART OF TR. 49

PART OF TR. 48

PART OF TR. 47

FRUITLAND LN.

7R. 67

NEIDER AVE
CAP PLUS 818
PHD 2" ALUM.

TIDYMAN'S III

—FIND #5 REBAC
"CDA FLS 818"

DC SSMH
RMA=2246.79
8% E=2231.74
(CENTER CHANNEL)

SITE PLAN

A1

Drawn
Checked
Revised



**BRAUNSEN
SUBDIVISION**
St. Vincent de Paul
Coeur d'Alene, Idaho

Michael Fancher & Associates
Architects 206.784.4488
1148 NW Leary Way, Seattle, WA 98107



**PARKS AND RECREATION COMMISSION
STAFF REPORT**

Date: May 19, 2008

From: Doug Eastwood, Parks Director

SUBJECT: DISC GOLF COURSE AGREEMENT
(General Services Action Required)

DECISION POINT:

Enter into an agreement with the Panhandle Kiwanis Club to construct and maintain an 18-hole disc golf course at Cherry Hill Park and to upgrade the 9-hole disc golf course at Bluegrass Park.

HISTORY:

Cherry Hill Park Master Plan identifies an 18-hole disc golf course to be installed within the park. We have waited on this use until such time that an interest surfaced for the disc golf course. There are a lot of enthusiasts in the area and the Panhandle Kiwanis Club has offered to share in the cost of development and maintenance for the course. The Bluegrass course is a 9-hole course and the upgrades for that course will mostly be for new directional signage at the 'tees'.

FINANCIAL ANALYSIS:

We estimate the cost for a new 18-hole course at Cherry Hill and to upgrade the course at Bluegrass Park to be \$15,851.00. The Kiwanis Club and the Parks Department would split that cost. Each group would also be able to recover the cost through a sponsorship program that would be renewed every other year. Both the Kiwanis Club and the Parks Department would share in the responsibility of long term care for the course including soliciting for sponsorships and course inspections.

PERFORMANCE ANALYSIS:

An 18-hole disc golf course has been requested for a few years but we have held off on pursuing the project until there was enough interest in the community to do the project. Disc Golf enthusiasts have been involved with the Parks Department and the Kiwanis Club with regard to the proposed design and layout of the course at Cherry Hill. This particular course will qualify for tournament level play and will not interfere or impact other uses at the park.

DECISION POINT/RECOMMENDATION:

Enter into an agreement (attached) with the Panhandle Kiwanis Club that would allow for the development and long term care of an 18-hole disc golf course at Cherry Hill and improvements to the 9-hole disc golf course at Bluegrass Park.

RESOLUTION NO. 08-034

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
AUTHORIZING AN AGREEMENT WITH THE PANHANDLE KIWANIS CLUB FOR THE
RENOVATION, CONSTRUCTION AND MAINTENANCE OF 2 DISC GOLF COURSES.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Agreement with the Panhandle Kiwanis Club for the development and long term care of an 18-hole disc golf course at Cherry Hill and improvements to the 9-hole disc golf course at Bluegrass Park 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 the development and long term care of an 18-hole disc golf course at Cherry Hill and improvements to the 9-hole disc golf course at Bluegrass Park, 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 3rd day of June, 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

THIS AGREEMENT, entered into the 3rd day of June, 2008 between the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as "City," and the **Panhandle Kiwanis Club**, a nonprofit corporation, organized pursuant to the laws of Idaho, hereinafter referred to as "Kiwanis".

W I T N E S S E T H:

WHEREAS, The City owns an existing 9 hole disc golf course located at Bluegrass Park and desires to construct an 18 hole disc golf course at Cherry Hill Park; and

WHEREAS, The Kiwanis have expressed an interest in partnering with the City for the renovation, construction and maintenance of both disc golf courses; and

WHEREAS, Both parties have determined that the most efficient and economical way to provide for the construction and maintenance of the disc golf courses is to seek sponsorships for each of the golf "holes"; and

WHEREAS, the parties have agreed that it is in their best interests to enter into this agreement; NOW THEREFORE,

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

1. Term: The term of this agreement shall run from June 1, 2008 to June 1, 2012, which may be extended for one additional four (4) year term with the mutual agreement of the parties.
2. Development of Cherry Hill Site: The City will design and provide for the construction of the Cherry Hill disc golf course. Each party to this agreement will be responsible for fifty percent (50%) of the development costs for the Cherry Hill disc golf course including all design costs. A copy of the estimated construction costs are attached to this Agreement as "Exhibit A", which by this reference is incorporated herein. Kiwanis will reimburse the City for its share of the construction costs within thirty (30) days following receipt of an invoice from the City. The invoice will be deemed received by Kiwanis three (3) days after it is deposited in the United States mail postage prepaid return receipt requested or upon actual receipt by Kiwanis.
3. Redevelopment of Bluegrass Site: The City will design and provide for the construction of improvements to the existing Bluegrass Park disc golf course as outlined on the attached "Exhibit B", which is incorporated herein. Each party to this agreement will be responsible for fifty percent (50%) of the redevelopment costs for the Bluegrass Park disc

golf course including all design costs. Reimbursement from Kiwanis will be due to the City as outlined in Section 2 above.

4. Maintenance of the Bluegrass and Cherry Hill Sites: Each party will be responsible for fifty percent (50%) of the maintenance and repair costs for each disc golf course site. For the purpose of this Agreement, maintenance and repair costs subject to this agreement include, but are not limited to, the replacement or repair of damaged or broken disc golf course equipment or damages to the disc golf course. Routine maintenance such as mowing the disc golf courses is not considered maintenance and repair costs under this Agreement. Reimbursement from Kiwanis will be due to the City as outlined in Section 2 above.
5. Creation of Disc Golf Committee: Each party will appoint a minimum of three (3) persons to serve as their representatives on a Disc Golf Course Committee who will be responsible for coordinating the parties' efforts in maintaining and improving the disc golf courses and soliciting third parties to sign two year "hole" sponsorship agreements. One of the Kiwanis appointees will be appointed chairperson of the Committee. The name, address, e-mail address and telephone number of each parties' appointees must be provided to the other party by January 15th of each year. The Committee will evaluate the condition of each course at least once each year before May 15th of that year and will provide an annual report to the City of Coeur d'Alene Parks & Recreation Commission and to the Kiwanis Club Board of Directors. The Committee members will also be responsible for coordinating maintenance and repair work on the courses and coordinating sponsorship efforts for the parties.
6. Receipt and Disbursement of Sponsorship Fees: All sponsorship fees will be submitted to the City's Parks Department. No later than August 15th of each year the City will submit a check for fifty percent (50%) of the sponsorship fees collected during the previous year to the Kiwanis.
7. Proprietary Interest: The Kiwanis will have no proprietary interest in the improvements undertaken at Bluegrass and Cherry Hill parks.
8. Compliance with Law: The parties will abide by all the laws, ordinances, regulations, and policies of the City, the state of Idaho, or the federal government that may apply in regard to the use, construction, and/or maintenance of the improvements and including but not limited to bidding and public works contracting laws.
9. Termination/Default: In the event the Kiwanis fails, neglects, or refuses to perform any covenant or condition required of the Kiwanis herein, that City may terminate this Agreement, retaining any and all payments made by the Association as liquidated damages, or the City may, at its option, enforce the specific performance of the terms hereof, or may take such recourse that is available in law or in equity.

10. Termination for Convenience of the City: In addition to any rights the City may have to terminate this Agreement under Section 9 above, the City may also terminate this Agreement at any time by notifying the Kiwanis of the termination and remitting to the Kiwanis fifty percent (50%) of any sponsorship funds then held by the City that would be due to the Kiwanis under this Agreement.
11. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.
12. Attorney's fee: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court cost and reasonable attorney fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.
13. Choice of Law/Jurisdiction: This Agreement shall be governed and interpreted in accord with the laws of the state of Idaho. Jurisdiction for resolution of disputes arising from performance of this Agreement shall rest with the courts of the state of Idaho. Venue shall lie in Kootenai County.
14. Entire Agreement: This Agreement constitutes the entire agreement between the parties and may not be modified except by a written instrument signed by the parties.

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

CITY OF COEUR D' ALENE
KOOTENAI COUNTY, IDAHO

PANHANDLE KIWANIS CLUB
OF IDAHO

By: _____

By: _____

Sandi Bloem, Mayor

President _____

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

Secretary

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.

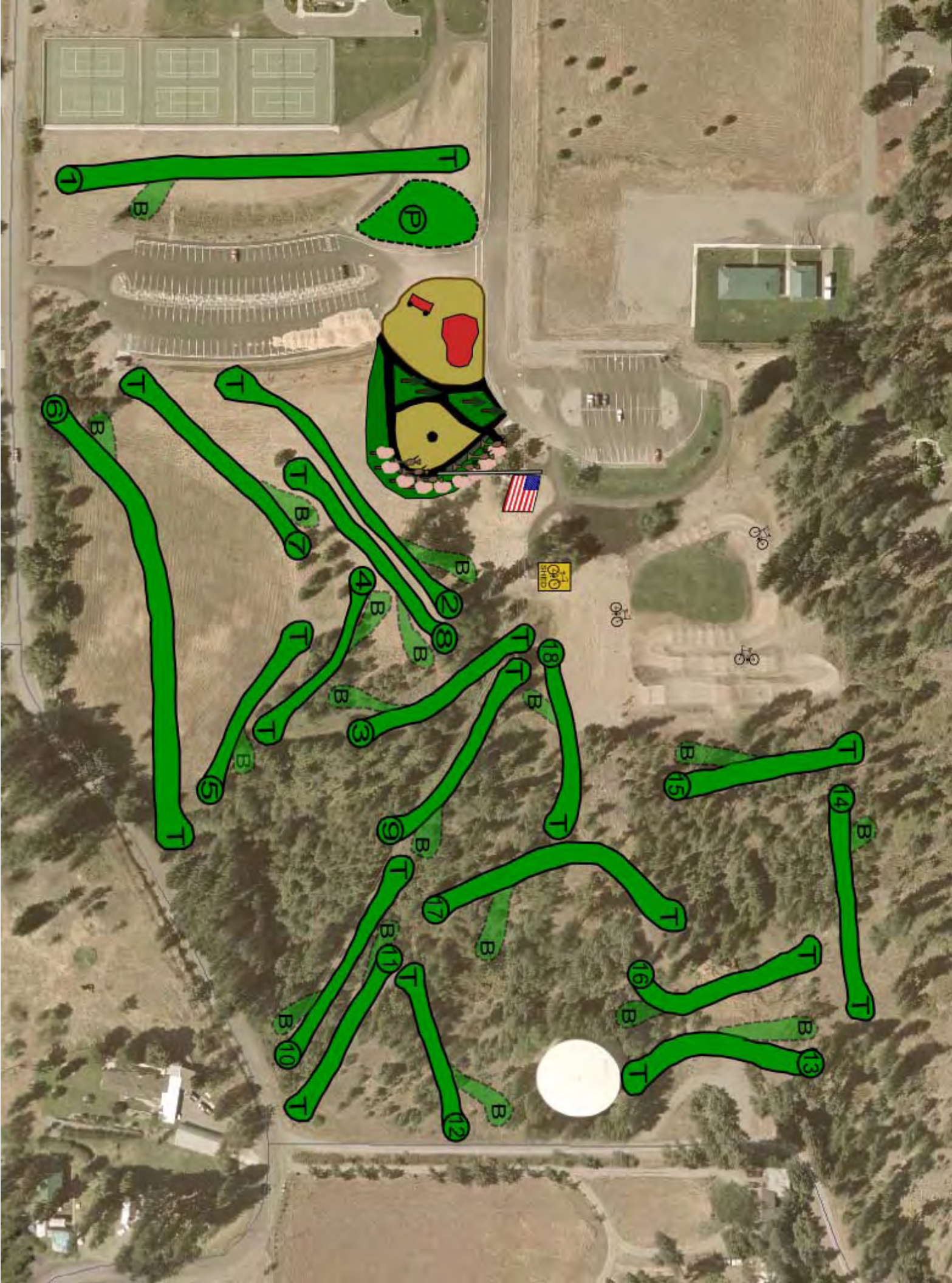
Notary Public for Idaho
Residing at Coeur d’ Alene
My commission expires:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of June, 2008, before me, a Notary Public, personally appeared _____ and _____, known to me to be the President and Secretary, respectively, of the **Panhandle Kiwanis Club of Idaho**, and the persons who executed the foregoing instrument on behalf of the Coeur d’ Alene Little League Association, and acknowledged to me that they 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: _____



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THIS HOLE SPONSORED BY:

**Your Business Name
and/or Logo**

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DISC GOLF COURSE PROPOSED BUDGET

Cherry Hill and Bluegrass Parks

Description	Quantity	Unit Cost	Total
Disc Baskets or Holes:			
DGA Mach V	18	\$ 315.00	\$ 5,670.00
Locking Collar Assembly	18	\$ 11.50	\$ 207.00
Anchor Assembly	18	\$ 22.00	\$ 396.00
Concrete bags	36	\$ 4.00	<u>\$ 144.00</u>
Basket Costs			\$ 6,417.00
Tee Signs:			
Sponsor Signs - both parks	27	\$ 240.00	\$ 6,480.00
Tee Pads Cherry Hill only	18	\$ 45.00	\$ 810.00
Concrete bags - Cherry Hill or	36	\$ 4.00	\$ 144.00
Tee Costs			<u>\$ 7,434.00</u>
Golf Course Sign			<u>\$ 2,000.00</u>
Total costs both sites			\$ 15,851.00

Revenues/Expenses:

27 baskets/holes @ \$500 each:	\$13,500.00	Revenue
Construction/upgrade costs	<u>\$15,851.00</u>	Expense
	\$ (2,351.00)	

Panhandle Kiwanis would be a full partner in both disc golf courses. They would assist with soliciting sponsorships for immediate installation and upgrades and all future renewals of sponsorships. Panhandle Kiwanis would also be a partner in upgrades including vandalism repairs.

Initial Investment:	\$7,925.50	each - Kiwanis and CDA Parks
Immediate Returns;	\$6,750.00	50% of \$13,500 sponsorships as soon as sponsorships are sold
Biennial Return:	\$6,750.00	50% of sponsorships as they are renewed

Each entity would invest \$7,925.50 and receive back \$6,750.00 as soon as the 27 sponsorships are sold. Each entity would be short \$1,175.50 the first year. Each entity would receive \$6,750.00 every succeeding two years after the initial investment once sponsorships for the succeeding years have been sold.

May 27, 2008
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

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

STAFF PRESENT

Dave Yadon, Planning Director
Gordon Dobler, Eng Svcs Director
Jon Ingalls, Deputy City Administrator
Amy Ferguson, Committee Liaison
Chris Bates, Project Manager
Jim Markley, Water Superintendent
Troy Tymesen, Finance Director

Item 1 Review of Adjustments to Area of City Impact Boundary

Dave Yadon, Planning Director, asked that the committee consider adjustments to the Area of City Impact Boundary and Regulations. He explained that in November, 2007, as a part of the adoption of the new comprehensive plan, the Council approved a motion to “remove the Wes Hanson Conservation Easement from the Planning area boundary and begin negotiations with the County to remove it from the Area of City Impact.” (Area 1) In addition to that area, Mr. Yadon asked the council to consider the removal of the southeast portion of the ACI boundary which the City Council elected to remove from the Comprehensive Plan boundary (Area 2), and the inclusion of a portion of the “Mill River Development” that extends outside of the city’s ACI boundary (Area 3).

Mr. Yadon explained that Area 2 was removed from the Comprehensive Plan because of the fact that it is so far out that providing city services would be difficult. Under the current ACI agreement, the county’s rules and regulations for development would apply. Area 3 is an area that was annexed outside of the City’s ACI and Mr. Yadon felt that the council might wish that have the ACI extended into that annexed area.

Councilman Kennedy inquired what level of input the city has for areas in our ACI. Mr. Yadon responded that the county’s comprehensive plan and zoning regulations would apply, but the City does have an opportunity to require infrastructure, look at design standards, sewer and utility issues, etc.

Mr. Yadon stated that if council approved the proposed changes, the city would begin negotiations with the county and, in addition, the process would require dual public hearings for both the city and county.

MOTION by Councilman McEvers to recommend that council authorize city staff to begin the process of removing Area 1 and Area 2 from the ACI, and including Area 3 into the ACI. NO SECOND.

MOTION by Kennedy, seconded by Hassell, to recommend that council authorize city staff to begin the process of removing Area 1 from the ACI, and including Area 3 into the ACI, with Area 2 remaining unchanged. Motion carried with Councilman McEvers voting no.

Item 2 Water Conservation Education Plan
Consent Calendar

Jim Markley, Water Department Superintendent, presented a proposed Water Conservation Education Plan to the committee and requested their recommendation that it be adopted by the council. He started his presentation by stating that the City is partnering with the Kootenai Environmental Alliance in promoting conservation. He stated that education program has three phases. The first phase is education: including a “City Streets” article in the Coeur d’Alene Press, and press releases to both newspapers. In addition, they will include expanded information about water conservation in the Annual Water Quality Report that is mailed to every water customer. Further, staff will expand the information about water conservation that is provided on the city’s web site. They are also looking to partner with other water utilities in the area and may be able to get some information on television. Mr. Markley stated that he also has a powerpoint presentation on water conservation in regard to landscaping and he would like to present that at a future city council meeting. He will also be meeting with equipment vendors who sell water saving devices to see if they will partner with the city in an effort to help get the word out.

The second phase is a credit program. The city will help single family owner-occupied residences put in some water saving devices for their outside watering. The program has been in place for the last couple of years and has been moderately successful. The Water Department intends to continue the program.

Phase three entails working with governmental/public users to help them install smart controllers for their irrigation systems. The Water Department has partnered with the Parks Department in installing several of these units, including one at the new library and has also been in discussion with the School District and with N.I.C. These controllers check moisture and weather and make sure that the land is not over-watered. The smart sensors also have a leak detector that will shut down the system if a leak is detected, rather than allowing the water to be wasted. The sensor manufacturers promise a 30% decrease in water consumption without a loss of turf quality.

Councilman Hassell suggested that the city have a public informational meeting and invite some vendors to come in with their water saving devices and demonstrate how they work.

Councilman McEvers asked about how the water savings would affect the Water Department budget. Mr. Markley explained that even though lowered water use could impact revenues, it could also postpone the need for additional capital projects such as new wells.

Councilman Kennedy suggested that the city might want to look into automated information calls to alert citizens about water conservation efforts.

MOTION by McEvers, seconded by Kennedy, to recommend that council adopt the Water Conservation Education Plan. Motion carried.

Item 3 Extinguishment of Public Utility Easement on The Cottages
Consent Calendar

Gordon Dobler, Engineering Services Director, presented a request to extinguish a common easement recorded in the City’s behalf that adversely impacts a newly proposed subdivision on Government Way. Mr. Dobler explained that a new development called “The Cottages” was recently approved by the Planning Commission. After approval, a recorded easement was discovered on the property which would affect the buildability of two lots. It is a utility easement that was never required or accepted by the city. As a result, staff is recommended that the city not retain the easement and dispose of it via a Quitclaim

deed. It would not be necessary for the easement to go through the vacation process. Mr. Dobler further explained that access to the property would be through a common driveway not along Government Way.

Councilman McEvers expressed concern about Government Way being torn up before the Ironman event. Mr. Dobler stated that he would check into it.

MOTION by Kennedy, seconded by McEvers, to recommend that council approve the extinguishment of the easement. Motion carried.

The meeting adjourned at 4:46 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

PUBLIC WORKS COMMITTEE
STAFF REPORT

Date: May 27, 2008

From: David Yadon, Planning Director

Subject: **Adjustments to Area of City Impact Boundary**

Decision Point

The Public Works Committee is asked to consider adjustments to the Area of City Impact Boundary and Regulations.

History

An Area of City Impact (ACI) is required by Idaho code to be negotiated and adopted by every city and county in Idaho. The area of city impact is the region surrounding the city that is planned to develop and become a part of the city. The area of city impact may also consider how development surrounding a city may impact a city. The ACI agreement includes two required ordinances:

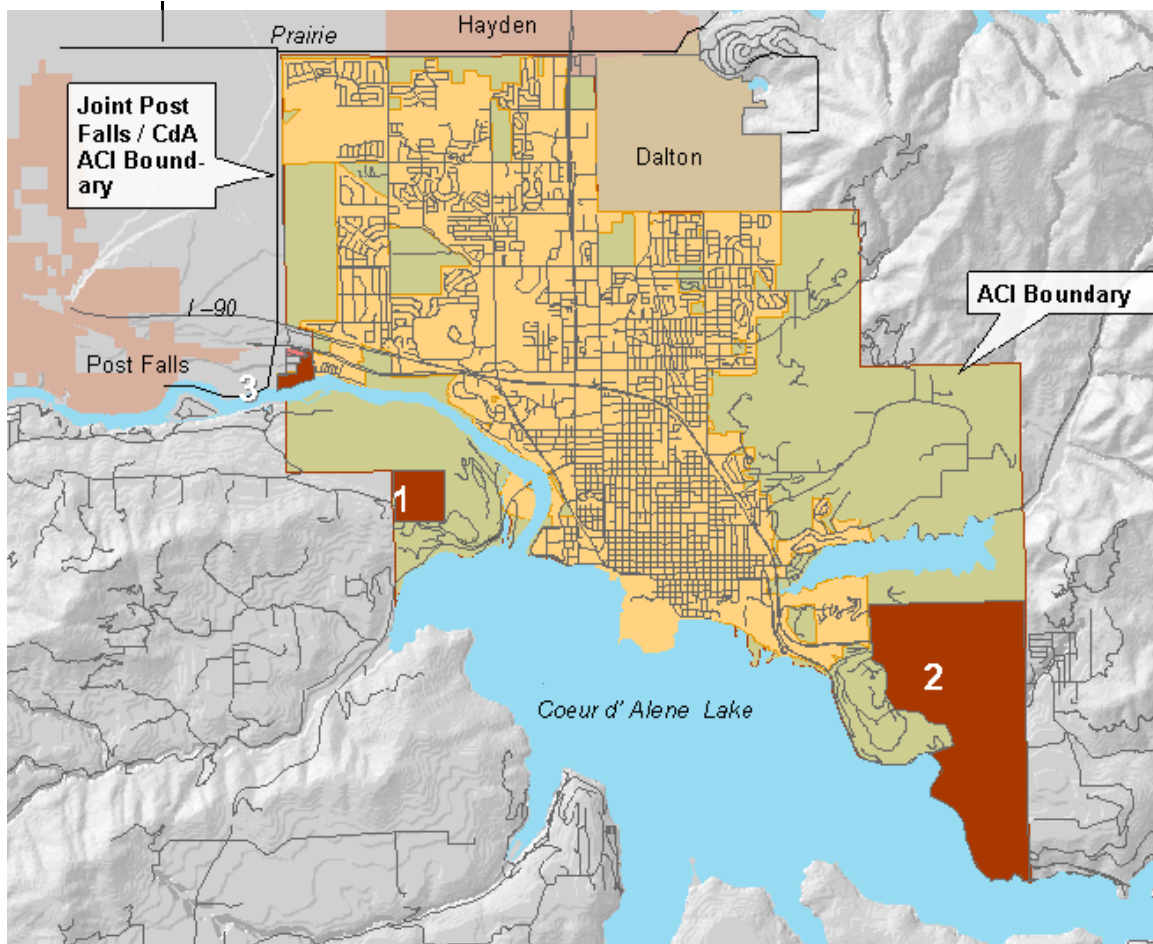
- An ordinance establishing the area of city impact map/and
- An ordinance setting forth the comprehensive plan, zoning and subdivision regulations that will apply in the area of impact – city, county, or the combination of both.

Our existing ACI map and ordinance were finalized in 1993 after over 15 years of negotiation and public hearings.

In November 2007, as a part of the adoption of the new comprehensive plan, the Council approved a motion to “remove the Wes Hanson Conservation Easement from the Planning area boundary and begin negotiations with the County to remove it from the Area of City Impact.” (Approximately 160 acres – See area #1 below)

In addition to this area the Council may wish to consider the following areas: (Also see map)

- The southeast portion of the ACI boundary where the City Council elected to remove from the Comprehensive Plan boundary; (Approximately 1700 acres/2.6 sq mi. – Area #2)
- A portion of the “Mill River Development” that extends outside of our ACI boundary; (Approximately 40 acres – Area #3)
- Other areas that the council might wish to consider.



Performance Analysis

Comprehensive Plan reference pages including 5, 18, 34, 39, 47, 55 and 86 are relevant to the Area of City Impact.

Decision Point Recommendation

The Public Works Committee should recommend what if any additional adjustments to the Area of City Impact Boundary should be pursued.

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: June 3, 2008

FROM: Warren Wilson, Chief Deputy City Attorney

SUBJECT: Council Bill No. 08-1011 and Resolutions 08-035 and 08-036.

DECISION POINT:

Approve Council Bill 08-1011 and Resolutions 08-035 and 08-036.

HISTORY:

Council Bill 08-1011 adopts the following items that were previously approved by City Council:

- Amending hotel/motel parking requirement (O-4-08). Hearing held: 5/20/2008.
- Amending performance standards (noise) (O-5-08). Hearing held: 5/20/2008.
- Amending ADU ord. (majority ownership) (O-5-08). Hearing held: 5/20/2008.
- Amending infill overlay ordinance (O-1-07d). Hearing held: 5/20/2008.
- Amending downtown core design ordinance (O-2-08). Hearing held: 3/18/2008.

Additionally, Resolution 08-036 adopts the amended infill overlay standards and Resolution 08-035 adopts the amended downtown core standards. City code requires that these provisions be adopted by resolution.

FINANCIAL ANALYSIS:

The financial analysis was addressed during the public hearings.

PERFORMANCE / QUALITY OF LIFE ANALYSIS:

The performance/quality of live analysis for the individual items was addressed at the public hearings.

DECISION POINT/RECOMMENDATION:

Approve Council Bill 08-1011 and Resolutions 08-035 and 08-036.

COUNCIL BILL NO. 08-1011
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING A NEW SECTION 17.05.705 TO AUTHORIZE THE ADOPTION OF DESIGN GUIDELINES BY RESOLUTION FOR THE DOWNTOWN CORE DISTRICT AND TO PROVIDE FOR DESIGN DEVIATIONS; AMENDING SECTIONS 17.06.660 AND 17.06.670 TO REQUIRE THAT A MAJORITY OWNER OR IMMEDIATE FAMILY MEMBER RESIDE IN EITHER THE PRINCIPAL OR ACCESSORY DWELLING UNIT IN ORDER TO QUALIFY FOR AN ACCESSORY DWELLING UNIT; AMENDING SECTION 17.07.115 TO PROVIDE THAT CERTAIN LEGAL PRE-EXISTING USES ARE NOT SUBJECT TO COMPLAINTS FOR PERFORMANCE STANDARD VIOLATIONS WHEN AN ADJACENT PROPERTY IS REZONED; AMENDING MUNICIPAL CODE SECTION 17.07.925 TO PROVIDE A HEIGHT RESTRICTION FOR COMMERCIALLY ZONED PROPERTY WITHIN THE DOWNTOWN-EAST OVERLAY DISTRICT; 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 SECTIONS 17.08.405, 17.08.410, 17.08.415, 17.08.420, 17.08.425, 17.08.430, 17.08.435, 17.08.440, 17.08.445, 17.08.450 AND 17.08.455; 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. A new Section, designated 17.05705, is added to the Coeur d'Alene Municipal Code, to read as follows:

17.05.705: BASIC DEVELOPMENT STANDARDS: DESIGN GUIDELINES AND DEPARTURES:

A. Establishment of Design Guidelines:

The City Council shall adopt by resolution a list of design guidelines that are applicable to all developments within the DC district. Each design guideline must be met by the proposed development. However, the design guidelines are intended to provide some flexibility in application provided that the basic intent of the guideline is met. Compliance with these design

guidelines will be determined by the Planning Director or the Design Review Commission as provided by M.C. Section 17.09.315. If the project is reviewed by the Planning Director, an appeal may be taken to the Design Review Commission by an aggrieved party by following the appeal procedures specified in section 17.07.945 of this article.

B. Design Departures:

An applicant may request a design departure from any of the design guidelines adopted pursuant to this Section. The Planning Director will review all requests for design departures on projects not subject to Design Review Commission review under M.C. Section 17.09.315. In order for the Planning Director to approve a design departure, he or she must find that:

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

SECTION 2. Coeur d'Alene Municipal Code Section 17.06.660 is amended to read as follows:

17.06.660: ACCESSORY DWELLING UNITS; BASIC DEVELOPMENT STANDARDS:

A. Maximum Building Height: Maximum building heights for ADUs are:

1. Thirty two feet (32') when built within the buildable area for the principal structure.
2. Fourteen feet (14') when built in the rear yard with a low or no slope roof or eighteen feet (18') when built in the rear yard with a medium or high slope roof.

B. Setbacks: Setbacks for ADUs are:

1. Front: The front yard requirement shall be twenty feet (20').

2. Side, Interior: The interior side yard requirement shall be five feet (5'). If there is no alley or other legal access behind a lot, each lot shall have at least one side yard of ten feet (10') minimum.

3. Side, Street: The street side yard requirement shall be ten feet (10').

4. Rear: Zero feet (0').

C. Parking: No additional parking beyond that required for the principal dwelling is required.

D. Owner Occupancy: Either the principal dwelling unit or the accessory dwelling unit must be occupied by ~~an~~ a majority owner of the property or an immediate family member of the property owner. "Owner occupancy" is defined as a property owner, as reflected in title records, who makes his or her legal residence at the site, as evidenced by voter registration, vehicle registration, or similar means, and actually resides at the site more than six (6) months out of any given year.

E. Number Of Occupants: One accessory dwelling unit is permitted as subordinate to an existing single-family dwelling; provided the total number of occupants in both the principal dwelling unit and accessory dwelling unit combined does not exceed the maximum number established for a "family" as defined in section 17.02.055 of this title.

F. Subdivision: Accessory dwelling units shall not be subdivided or otherwise segregated in ownership from the principal dwelling unit.

G. Size And Scale: The square footage of the accessory dwelling unit shall be a minimum of three hundred (300) square feet and a maximum of seven hundred (700) square feet, excluding any garage area; provided, the square footage of the accessory dwelling unit shall not exceed forty percent (40%) of the total square footage of the primary dwelling unit, excluding the garage area, as it exists or as it may be modified.

H. Location: The accessory dwelling unit may be added to or included within the principal unit, or located in a detached structure. Other code standards may apply.

I. Entrances: The single-family dwelling containing the accessory dwelling unit shall have only one entrance on each front or street side of the residence.

J. Additions: Additions to an existing structure or newly constructed detached structures created for the purpose of developing an accessory dwelling unit, shall be designed consistent with the existing roof pitch, siding, and windows of the principal dwelling unit.

K. Conversion Of Existing Structures: Any existing structure that is converted into an accessory dwelling unit must meet all of the requirements of this section.

SECTION 3. Coeur d'Alene Municipal Code Section 17.06.670 is amended to read as follows:

17.06.670: PERMITTING AND ENFORCEMENT:

- A. Application: The property owner shall apply for an accessory dwelling unit permit and other applicable permits from the city. The application shall include an affidavit signed by the property owner affirming that ~~the~~ a majority owner or an immediate family member will occupy the principal dwelling unit or accessory dwelling unit for more than six (6) months per year.
- B. Applicable Codes: The accessory dwelling unit shall comply with all standards for single-family dwellings, including height and setbacks, health and safety codes and all other applicable codes, except as provided in section [17.06.650](#) of this chapter through this section.
- C. Recording Requirements: Approval of the accessory dwelling unit shall be subject to the applicant recording a document with the county recorder which runs with the land and identifies the address of the property, states that the owner(s) resides in either the principal dwelling unit or the accessory dwelling unit, includes a statement that the owner(s) will notify any prospective purchasers of the limitations of this section, and provides for the removal of the accessory dwelling unit if any of the requirements of this chapter are violated.
- D. Permit: Upon compliance with the provisions of section 17.06.650 of this chapter through this section, an accessory dwelling unit permit will be issued.
- E. Enforcement: The city retains the right with reasonable notice to inspect the ADU for compliance with the provisions of this section.
- F. Elimination/Expiration: Elimination of an accessory dwelling unit may be accomplished by the owner recording a certificate with the county and the city's planning department stating that the accessory dwelling unit no longer exists on the property.

SECTION 4. Coeur d'Alene Municipal Code Section 17.07.115 is amended to read as follows:

17.07.115: RESTRICTIONS ON OPERATIONS:

The operation of any use established after the effective date of this zoning Ordinance shall comply with the performance standards here set forth for the zone in which such activity shall be located. No use already established on the effective date of this Zoning Ordinance shall be so altered or modified as to conflict with, or further conflict with, the performance standards here established for the zone in which such use is located. A conforming use that is in compliance with existing zoning ordinances or a legal non-conforming use may be continued and maintained regardless of subsequent zoning changes on surrounding properties that otherwise would change

the manner in which the requirements of this article apply to the pre-existing use.

SECTION 5. Coeur d'Alene Municipal Code Section 17.07.925 is amended to read as follows:

17.07.925: BUILDING HEIGHT:

- A. Principal Structures: Subject to the provisions of subsection B of this section, the height of principal structures within the infill overlay districts shall not exceed the following:

<u>Overlay District</u>	<u>Maximum Building Height</u>
DO-N	45 feet
DO-E <u>in a Residential Zone</u>	35 feet
DO-E <u>in a Commercial Zone</u>	38 feet
MO	45 feet

- B. Principal Structures Near District Boundaries: The height of principal structures located within fifty feet (50') of districts having a lower height limit shall not exceed the height limit for the adjacent district.
- C. Accessory Structures: The height of accessory structures, including detached garages, shall not exceed fourteen feet (14') measured to the high point of a flat or the ridge of a low slope roof or eighteen feet (18') measured to the ridge of a medium to high slope roof.

SECTION 6. 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
administra- tive 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 7. Coeur d'Alene Municipal Code Section 17.08.405 is repealed.

SECTION 8. Coeur d'Alene Municipal Code Section 17.08.410 is repealed.

SECTION 9. Coeur d'Alene Municipal Code Section 17.08.415 is repealed.

SECTION 10. Coeur d'Alene Municipal Code Section 17.08.420 is repealed:

SECTION 11. Coeur d'Alene Municipal Code Section 17.08.425 is repealed:

SECTION 12. Coeur d'Alene Municipal Code Section 17.08.430 is repealed:

SECTION 13. Coeur d'Alene Municipal Code Section 17.08.435 is repealed:

SECTION 14. Coeur d'Alene Municipal Code Section 17.08.440 is repealed:

SECTION 15. Coeur d'Alene Municipal Code Section 17.08.445 is repealed:

SECTION 16. Coeur d'Alene Municipal Code Section 17.08.450 is repealed:

SECTION 17. Coeur d'Alene Municipal Code Section 17.08.455 is repealed:

SECTION 18. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 19. 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 20. 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 21. 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 3rd day of June, 2008.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Modifications to the Infill Regulations, Downtown Core Zone design Standards, Zoning
Performance Standards, and Off-Street Parking Requirements for Hotels/Motels

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING A NEW SECTION 17.05.705 TO AUTHORIZE THE ADOPTION OF DESIGN GUIDELINES BY RESOLUTION FOR THE DOWNTOWN CORE DISTRICT AND TO PROVIDE FOR DESIGN DEVIATIONS; AMENDING SECTIONS 17.06.660 AND 17.06.670 TO REQUIRE THAT A MAJORITY OWNER OR IMMEDIATE FAMILY MEMBER RESIDE IN EITHER THE PRINCIPAL OR ACCESSORY DWELLING UNIT IN ORDER TO QUALIFY FOR AN ACCESSORY DWELLING UNIT; AMENDING SECTION 17.07.115 TO PROVIDE THAT CERTAIN LEGAL PRE-EXISTING USES ARE NOT SUBJECT TO COMPLAINTS FOR PERFORMANCE STANDARD VIOLATIONS WHEN AN ADJACENT PROPERTY IS REZONED; AMENDING MUNICIPAL CODE SECTION 17.07.925 TO PROVIDE A HEIGHT RESTRICTION FOR COMMERCIALLY ZONED PROPERTY WITHIN THE DOWNTOWN-EAST OVERLAY DISTRICT; 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 SECTIONS 17.08.405, 17.08.410, 17.08.415, 17.08.420, 17.08.425, 17.08.430, 17.08.435, 17.08.440, 17.08.445, 17.08.450 AND 17.08.455; 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. _____, Modifications to the Infill Regulations, Downtown Core Zone design Standards, Zoning Performance Standards, and Off-Street Parking Requirements for Hotels/Motels, 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 3rd day of June, 2008.

Warren J. Wilson, Chief Deputy City Attorney

RESOLUTION NO. 08-035

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

WHEREAS, Coeur d'Alene Municipal Code Section 17.08.415 provides that the City Council shall adopt, by resolution, design guidelines for the Downtown Core; and

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

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

DATED this 3rd day of June, 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 MCEVERS Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER HASSELL Voted _____

_____ was absent. Motion _____.

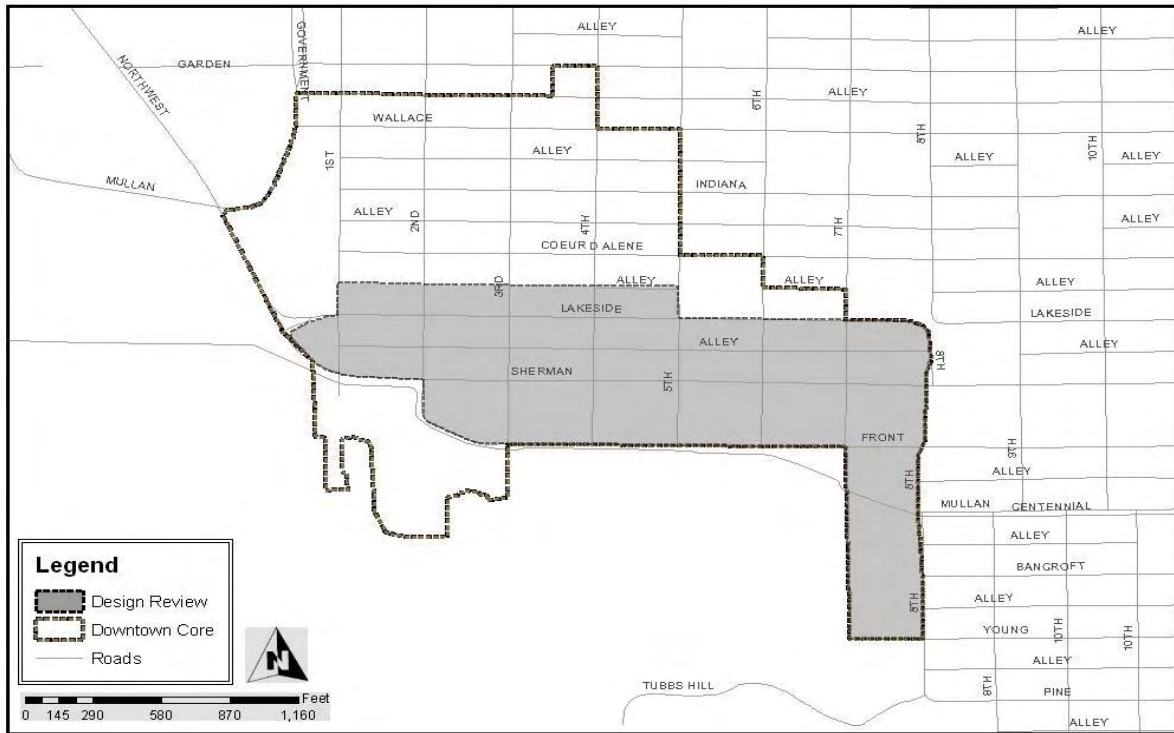


DESIGN GUIDELINES

DOWNTOWN COEUR D'ALENE

DOWNTOWN DESIGN GUIDELINES

District Boundaries



DOWNTOWN DESIGN GUIDELINES

DEFINITIONS

For the purposes of the Downtown Design Guidelines, the following definitions apply:

Gateways: Gateways are key intersections within and around the edges of downtown that require special treatment. The gateways are:

- Intersection of Sherman Ave. and Second St.
- Intersection of Sherman Ave. and Fourth St.
- Intersection of Front Ave. and Fourth St.
- Intersection of Sherman Ave. and Seventh St.

Pedestrian-Oriented Streets: Streets that are intended to have a lively, pedestrian friendly environment in the downtown. The pedestrian-oriented streets are:

- Sherman Ave. from Second St. to Sixth St.
- Second Ave. from Lakeside Ave. to Sherman Ave.
- Third St. from Lakeside Ave. to Front Ave.
- Fourth St. from Lakeside Ave. to Front Ave.
- Fifth St. from Lakeside Ave. to Front Ave.
- Sixth St. from Lakeside Ave. to Front Ave.

Vehicular-Oriented Streets: Streets that are intended to present a lively and inviting environment as vehicles drive through the downtown. The vehicular-oriented streets are:

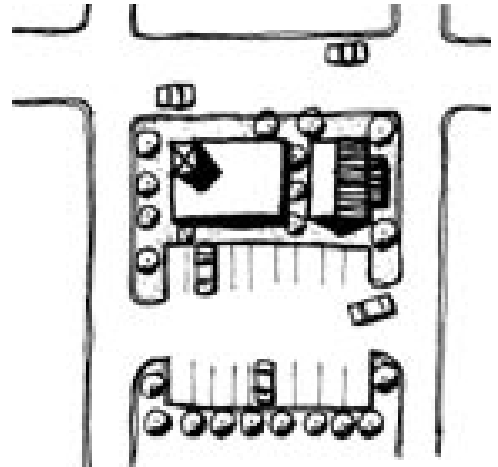
- Northwest Blvd. from Government Way to First St.
- Lakeside Ave. from Government Way to Seventh St.
- Sherman Ave. from First St. to Second St.
- Sherman Ave. from Sixth St. to Eighth St.
- Front Ave. from Second St. to Seventh St.

DOWNTOWN DESIGN GUIDELINES

LOCATION OF PARKING

In order to diminish the visual impact of parking areas and to enhance the pedestrian experience:

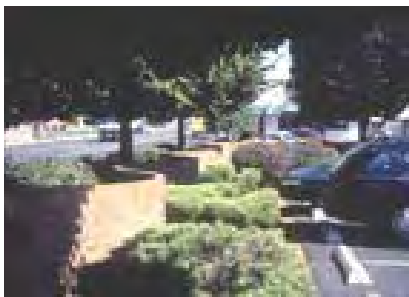
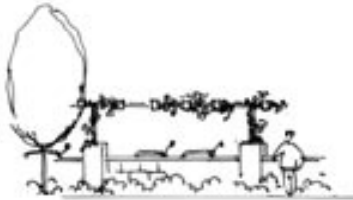
1. Surface parking lots shall be located behind buildings to the greatest extent possible. If necessary, parking lots may be located to the side of the building. Surface parking lots should never be located between the public street and the building or at intersection corners.
2. Sharing surface parking lots, between surrounding businesses or day and night uses is encouraged.



DOWNTOWN DESIGN GUIDELINES

SCREENING OF PARKING LOTS

In order to reduce the visual impact of surface parking lots:



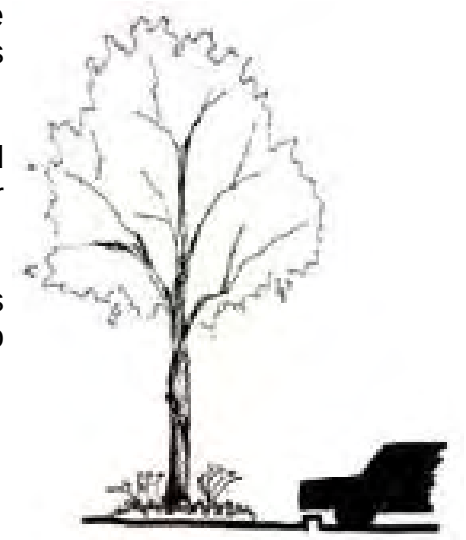
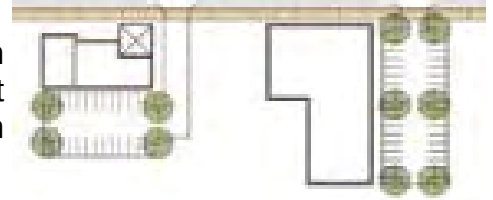
1. Parking lots that abut a public street shall be screened with a continuous screen that is at least 2 feet in height and no more than 3 feet in height. The screen may be one or a combination of the following treatments:
 - a. Landscape plantings consisting of evergreen shrubs and groundcover materials.
 - b. Low walls made of concrete, masonry, or other similar material.
 - c. Continuous raised planters planted with evergreen shrubs.
 - d. Use of Railings:
In the event that there is insufficient space to allow the use of evergreen plant material or low walls to screen parking areas, a railing with articulation of detail may be used.
2. Walls and raised planters shall not exceed a maximum height of 3 feet, unless all of the following are provided:
 - a. Screen treatment does not create a safety hazard.
 - b. Portion of treatment that is above 3 feet in height is a minimum 75% transparent (i.e. see-through metal railing, trellis, or other similar treatment).
 - c. Portion of wall/landscape treatment that is above 3 feet in height provides added visual interest, detail, and character suitable to the character of the development.
3. Chain link fencing shall not be permitted to be used to screen or enclose parking along a public sidewalk.

DOWNTOWN DESIGN GUIDELINES

PARKING LOT LANDSCAPE

In order to reduce the visual mass of surface parking lots:

1. Parking lot landscape should reinforce the pedestrian and vehicular circulation, especially parking lot entrances, ends of driving aisles, and pedestrian walkways leading through parking lots.
2. Where the parking lot is located to the side of the building and partially abuts the public street, one shade tree for every six spaces shall be provided. (In those rare instances in which lots are in front of buildings this same guideline shall apply.)
3. Where the parking lot is located behind the building and is not visible from the public street, one shade tree for every eight spaces shall be provided.
4. A minimum 4-foot setback shall be provided for all trees and shrubs where the vehicle overhang extends into landscape areas.



DOWNTOWN DESIGN GUIDELINES

SIDEWALK USES



In order to produce a streetscape that is safe, convenient, comfortable and appealing for people on foot:

1. Amenity Zone:

Signs, street furniture, lighting, landscaping, etc., are allowed in the amenity zone. Street trees shall be spaced 20 feet to 40 feet apart, in tree grates or 4 or 5 foot wide planted area.

2. Clear Walkway Area:



Sidewalk area shall maintain a clear 7-foot dimension for pedestrian travel. Signs, street furniture, planters and other amenities shall not encroach upon the clear walkway area.

3. Storefront Area:

Sidewalk area outside the pedestrian travel area may be used for outdoor dining and/or display if an encroachment permit is obtained from the City.

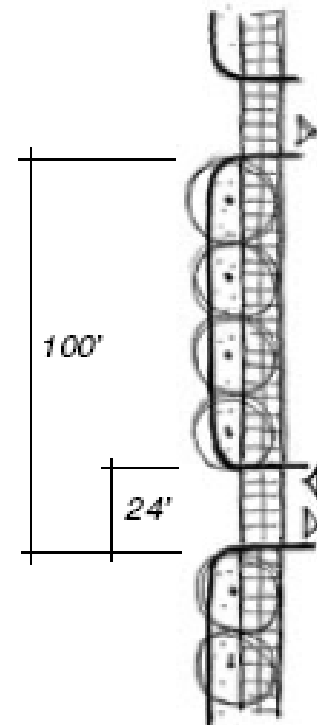


DOWNTOWN DESIGN GUIDELINES

WIDTH AND SPACING OF CURB CUTS

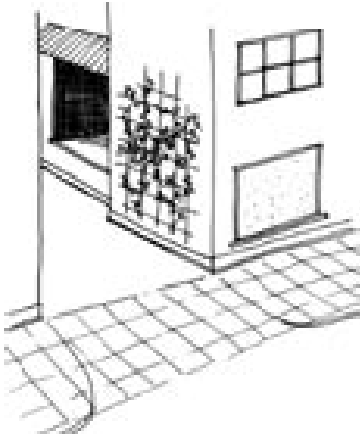
In order to maintain continuous uninterrupted sidewalks within the Downtown District:

1. Curb cuts for non-residential uses shall not exceed 24 feet for combined entry/exits for every 100 feet of street frontage.
2. The sidewalk pattern and material shall carry across the driveway.
3. Adjacent developments shall share driveways, to the greatest extent possible.
4. No curb cuts are allowed along Pedestrian-Oriented streets.



DOWNTOWN DESIGN GUIDELINES

SCREENING OF TRASH/SERVICE AREAS



In order to reduce the visual impacts of trash and service areas:

1. Trash and service areas shall be placed away from the public right-of-way.
2. Trash and service areas shall be screened from view on all sides with solid evergreen plant material or architectural treatment similar to the design of the adjacent building.
3. Loading and service areas shall not face any residential areas, unless no other location is possible.

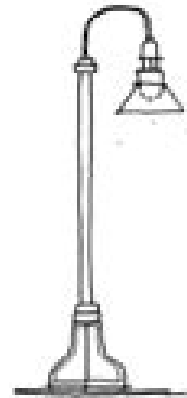


DOWNTOWN DESIGN GUIDELINES

LIGHTING INTENSITY

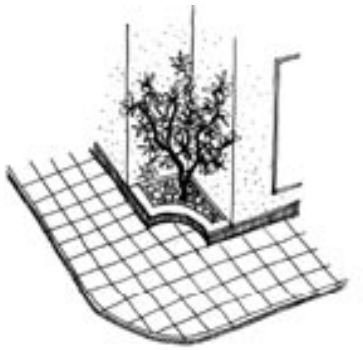
In order to conserve energy, prevent glare and reduce atmospheric light pollution while providing sufficient site lighting for safety and security:

1. All fixtures must be shielded to prevent light trespassing outside the property boundaries.
2. All fixtures used for site lighting shall incorporate shields to minimize up-light spill and glare from the light source.
3. Flashing lights are prohibited with the following exception:
 - a. Low-wattage holiday and special occasion accent lights.
4. Lighting directed upwards above the horizontal plane (up-lighting) is prohibited, with the exception of Government Flags.



DOWNTOWN DESIGN GUIDELINES

GATEWAYS



In order to mark key intersections within and around the edges of the Downtown District:

1. At designated Gateways, there shall be a special feature provided at the corner of a site next to the street(s) and composed of at least two of the following elements:

- a. seasonal planting
- b. flowering specimen tree
- c. artwork
- d. water feature
- e. public space
- f. unique lighting

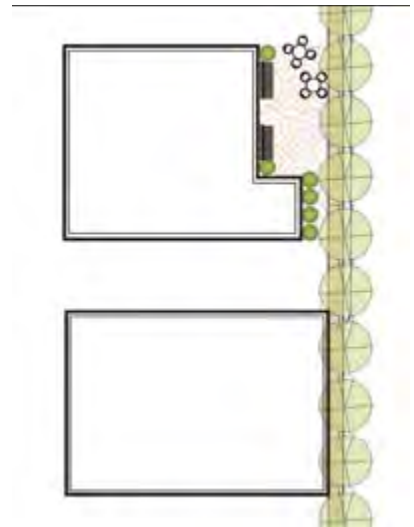


DOWNTOWN DESIGN GUIDELINES

MAXIMUM SETBACK

In order to promote a lively, pedestrian friendly sidewalk environment along Pedestrian-Oriented Streets within the downtown:

1. Buildings shall be set up to the back of the sidewalk, unless providing usable public space, forecourts, or vegetative screening of parking structures. Buildings may be set back from the sidewalk a maximum of 20 feet for public space or entries, or a maximum of 10 feet for vegetative screening.
2. Setting façades close to the street may be accomplished through base structures that extend out to the sidewalk, not necessarily the full height of the building



DOWNTOWN DESIGN GUIDELINES

ORIENTATION TO THE STREET



To reinforce pedestrian activity and enhance the liveliness of downtown streets through building design, the following guidelines must be met:

1. Buildings shall be oriented to the adjacent street, rather than to a parking lot or structure.
2. The façade nearest the sidewalk should incorporate windows, entrances, canopies and other features (see the following building design guidelines).
3. Primary building entries should face the street. If the doorway does not face the street, a clearly marked and well-maintained path shall connect the entry to the sidewalk.



DOWNTOWN DESIGN GUIDELINES

ENTRANCES

In order to ensure that building entrances are welcoming to pedestrians, easily identifiable and accessible from streets and sidewalks, the following guidelines must be met:

1. The principal entry to the building shall be marked by two or more of the following elements:
 - a. recess
 - b. forecourt
 - c. projecting canopy
 - d. portico with distinctive roof form
 - e. taller bay
 - f. clerestory and/or side windows
 - g. other feature, as approved, that meets the intent.
2. Some form of weather protection (wind, sun, rain) shall be provided at the entrance to the buildings. This can be combined with the method used to achieve visual prominence.



DOWNTOWN DESIGN GUIDELINES

MASSING



To reduce the bulk of taller buildings and maintain pedestrian scale by providing a sense of "base," "middle," and "top," the following guidelines must be met:

1. Top:

The "top" of the building shall emphasize a distinct profile or outline with elements such as projecting parapets, cornices, upper level setbacks, or pitched rooflines.



2. Middle:

The "middle" of the building must be made distinct by change in material or color, windows, balconies, step backs, or signage.



3. Base:

Buildings shall have a distinct "base" at the ground level, using articulation and materials such as stone, masonry, or decorative concrete. Distinction may also be defined by the following:

- a. windows
- b. details
- c. canopies
- d. bays
- e. overhangs
- f. masonry strips and cornice lines



DOWNTOWN DESIGN GUIDELINES

GROUND LEVEL DETAILS

To reinforce the character of the streetscape by encouraging the greatest amount of visual interest along the ground level of buildings facing downtown streets.

1. The ground-floor, street-facing façades of commercial and mixed-use buildings shall incorporate at least five of the following elements:

- a. Kickplates for storefront window

- b. Projecting sills

- c. Pedestrian scale signs

- d. Canopies or Awnings

- e. Plinth

- f. Pilasters

- g. Ornamental tile work

- h. Medallions

- i. Belt courses

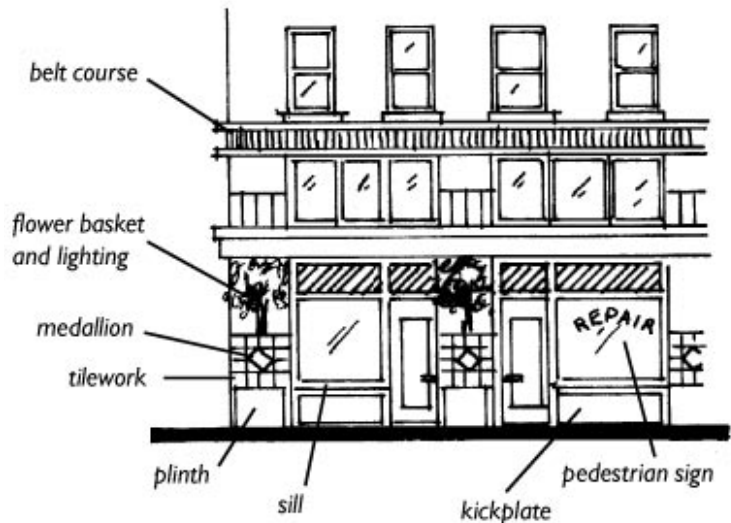
- j. Cornice

- k. Containers for seasonal planting

- l. Lighting or hanging baskets supported by ornamental brackets

- m. Pedestrian-scale signs or signs painted on windows

- n. An element not listed here, as approved, that meets the intent.



DOWNTOWN DESIGN GUIDELINES

GROUND FLOOR WINDOWS

To provide visual connection between activities inside and outside the building:



1. The ground level façades of buildings that are oriented to particular streets shall have transparent windows between an average of 2 feet and 10 feet above grade, according to the following:
 - a. Pedestrian-Oriented Streets:
minimum of 60% transparency
 - b. Vehicular-Oriented Streets:
minimum of 40% transparency
 - c. Along Other Streets:
minimum of 20% transparency
2. To qualify as transparent, windows shall not be mirrored glass or darkly tinted glass.
3. Where transparency is not provided, the façade should comply with the guidelines under section "Treating Blank Walls."

DOWNTOWN DESIGN GUIDELINES

WEATHER PROTECTION

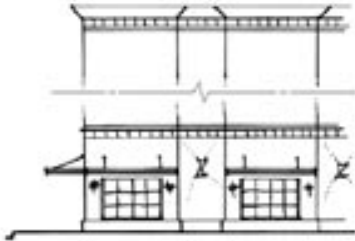
To provide pedestrians with cover from rainfall and snow thereby making the experience of walking during inclement weather more pleasant.

1. The minimum depth of any canopy or awning shall be 5 feet unless limited by the building code. The vertical dimension between the underside of a canopy or awning and the sidewalk shall be at least 8 feet and no more than 12 feet.
2. Canopies may be constructed of any permanent, durable material, but glass and steel are strongly suggested. Internal illumination of awnings shall not be allowed unless the awning material is opaque. However, pedestrian-scale lighting and other down-lighting is allowed beneath awnings.



DOWNTOWN DESIGN GUIDELINES

TREATMENT OF BLANK WALLS



To ensure that buildings do not display blank, unattractive walls to the abutting street(s) or nearby residential neighborhoods, the following guidelines must be met:

1. Walls within public view shall have windows, reveals or other architectural details.
2. Uninterrupted expanses of blank wall, façade or foundation longer than 30 feet shall be broken up by using two or more of the following:



- a. Vegetation:
Vegetation, such as trees, shrubs, groundcover and/or vines, adjacent to the wall surface;
- b. Artwork;
Artwork, such as bas-relief sculpture, mural or trellis/vine panels;
- c. Seating:
Seating area with special paving and seasonal planting;
- d. Architectural details:
Architectural detailing, reveals, contrasting materials or other special interest.

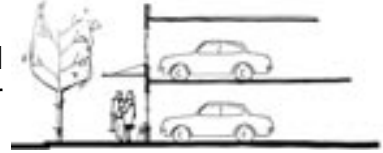


DOWNTOWN DESIGN GUIDELINES

SCREENING PARKING STRUCTURES

To reduce the visual impact of structured parking located above grade:

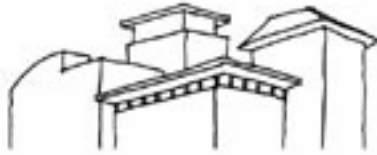
1. At ground level, free-standing parking structures shall comply with guidelines, addressed under "Weather Protection" and "Ground Level Details."
2. Street-facing façades of parking levels within the building as well as ground levels of free-standing parking structures should be screened or treated architecturally. Treatment should allow the levels to appear more like a typical floor, rather than open slabs with visible cars and ceiling lights. Architectural treatment shall require two or more of the following:
 - a) Square openings, rather than horizontal
 - b) Planting designed to grow on the façade
 - c) Louvers
 - d) Expanded metal panels
 - e) Decorative metal grills
 - f) Spandrel (opaque) glass
 - g) Other devices, as approved, that meet the intent



DOWNTOWN DESIGN GUIDELINES

ROOF EDGE

In order to ensure that rooflines present a distinct profile and appearance for the building and expresses the neighborhood character, the following guidelines must be met:



1. Buildings with pitched roofs shall have a minimum slope of 4:12 and maximum slope of 12:12.
2. Buildings with flat roofs shall have projecting cornices to create a prominent edge when viewed against the sky.

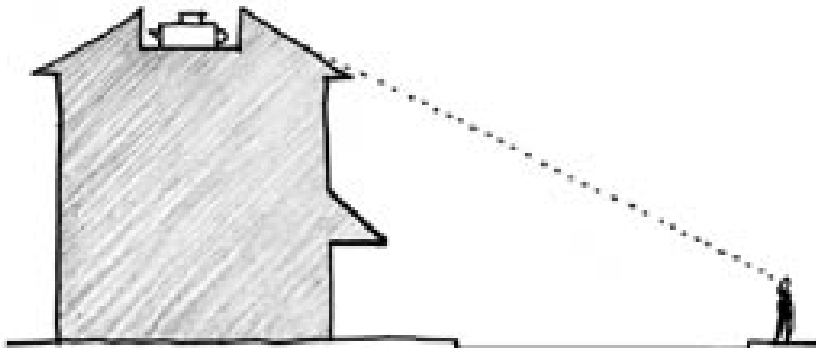
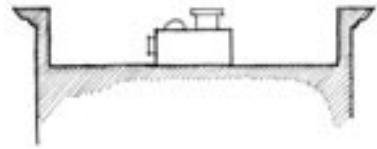


DOWNTOWN DESIGN GUIDELINES

SCREENING OF ROOFTOP MECHANICAL EQUIPMENT

In order to screen rooftop mechanical and communications equipment from the ground level of nearby streets and residential areas, the following requirements must be met:

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



DOWNTOWN DESIGN GUIDELINES

UNIQUE HISTORIC FEATURES



In order to retain the unique character of the neighborhood and businesses, the following guidelines must be met:

1. Retaining Major Elements in Renovation or Redevelopment
2. Relating New Construction to Context



DOWNTOWN DESIGN GUIDELINES

INTEGRATION OF SIGNS WITH ARCHITECTURE

In order to ensure that signage is part of the overall design of a project, the following guidelines must be met:

1. Sign Plan:

The design of buildings and sites shall identify locations and sizes for future signs. As tenants install signs, such signs shall be in conformance with an overall sign plan that allows for advertising which fits with the architectural character, proportions, and details of the development. The sign plan shall indicate location, size, and general design.

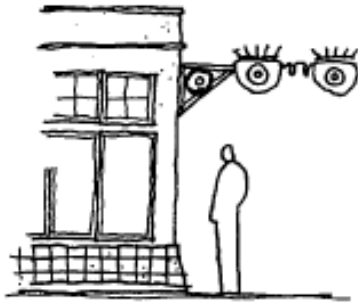


2. Signs shall not project above the roof, parapet, or exterior wall.



DOWNTOWN DESIGN GUIDELINES

CREATIVITY/INDIVIDUALITY OF SIGNS



In order to encourage interesting, creative and unique approaches to the design of signs, the following guidelines must be met:

1. Signs should be highly graphic in form, expressive and individualized.
2. Projecting signs supported by ornamental brackets and oriented to pedestrians are strongly encouraged.



RESOLUTION NO. 08-036

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO REPEALING RESOLUTION NO. 04-089 AND ADOPTING REVISED DESIGN GUIDELINES FOR THE DOWNTOWN-NORTH, MIDTOWN AND DOWNTOWN-EAST INFILL OVERLAY DISTRICTS AND RE-ADOPTING THE DESIGN STANDARDS AND FEES ESTABLISHED BY RESOLUTION NO. 04-089.

WHEREAS, The Coeur d'Alene Municipal Code provides that the City Council shall adopt, by resolution, infill design standards and guidelines and fees for appeals to the Design Review Commission from certain decisions made by the Planning Director under the Infill Overlay Ordinances; and

WHEREAS, In October 2004, the City Council adopted Resolution No. 04-089, which adopted design standards and guidelines for the Downtown-North, Midtown and Downtown-East infill districts and set fees for certain appeals to the Design Review Commission; and

WHEREAS, The Planning Commission has recommended that the City Council adopt additional design guidelines addressing setbacks adjacent to existing single family residents, roof pitch and building bulk and spacing; and

WHEREAS, It is advisable for tracking purposes to repeal Resolution 04-089 and re-adopt the design standards and fees and adopt the new design guidelines; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council that Resolution No. 04-089 is repealed.

BE IT FURTHER RESOLVED, by the Mayor and City Council that the fee for appeals to the Design Review Commission from decisions of the Planning Director, as allowed by Coeur d'Alene Municipal Code Section 17.07.945 will be \$100.00.

BE IT FURTHER RESOLVED, the Mayor and City Council, pursuant to Coeur d'Alene Municipal Code Sections 17.07.935 and 17.07.940, adopts the Infill Design Standards and Guidelines attached hereto as "Exhibit A".

BE IT FURTHER RESOLVED that three (3) certified copies of the Appeal Fee authorized under Coeur d'Alene Municipal Code Section 17.07.945 as herein adopted will be kept on file with the City Clerk of the City of Coeur d'Alene.

DATED this 3rd day of June, 2008.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER HASSELL Voted _____

_____ was absent. Motion _

VII. DESIGN STANDARDS

A. GENERAL LANDSCAPING

In order to reinforce the natural setting of the surrounding area and to reduce the impacts of the built environment, development subject to the requirements of Infill Overlay Ordinance must comply with the following requirements:

1. General Requirements:

All areas of the site being developed that are not otherwise devoted to site improvements shall either be planted and/or maintained with plant material meeting the requirements of this section.

a. Native and/or Drought Resistant Species:

Plant material should consist of native and/or drought resistant species that are adapted to the region's climatic conditions. (Refer to the City's Approved Tree List)

b. Year Round Interest:

Plant varieties must provide year-round interest.



Site Area Planting



Accent Pedestrian Area



Accent Vehicular Entrance

VII. DESIGN STANDARDS

B. SCREENING OF PARKING LOTS

In order to reduce the visual impacts of surface parking lots, the following requirements shall be met::

1. General Requirements:

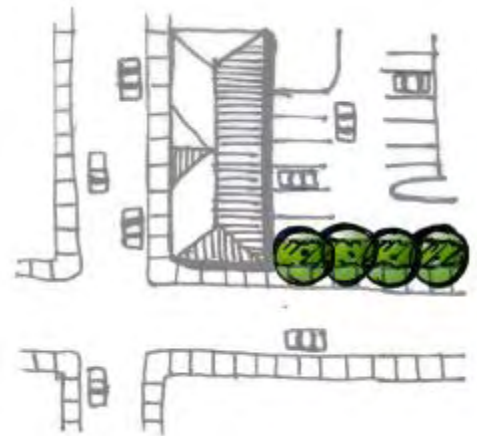
Parking lots that abut the public street shall be screened with a continuous screen that is at least 2 feet in height but no more than 3 feet in height. The screen may be one or a combination of the following treatments:

- a. Landscape plantings consisting of evergreen shrubs and groundcover materials.
- b. Low walls made of concrete, masonry, or other similar material.
- c. Continuous raised planters planted with evergreen shrubs.

2. Exceptions:

a. Use of Railings:

In the event that there is insufficient space to allow the use of evergreen plant material or low walls to screen parking areas, a railing with articulation of detail may be used.



Parking Lot Screening



Plant Material Screen



Railing

VII. DESIGN STANDARDS

C. SCREENING OF TRASH/SERVICE AREAS

In order to reduce the visual impacts of trash and service areas, the following requirements shall be met:

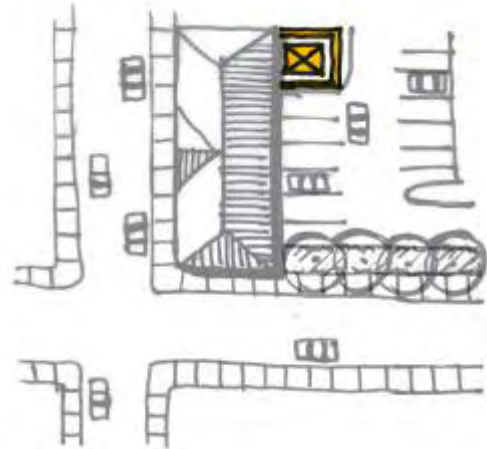
1. General Requirements:

a. Location of Trash and Service Areas:

Trash and service areas shall be placed away from the public right-of-way.

b. Screening:

Trash and service areas shall be screened from view on all sides with solid evergreen plant material or architectural treatment similar to the design of the adjacent building.



Trash/Service Area with Architectural Screen



Plant Material Screen



Architectural Treatment



Plant Material Screen & Architectural Treatment

VII. DESIGN STANDARDS

D. LIGHTING INTENSITY

In order to conserve energy, prevent glare and reduce atmospheric light pollution while providing sufficient site lighting for safety and security, the following requirements must be met:

1. General Requirements:

- a. Light Trespass:
All fixtures must be shielded to prevent light trespassing outside the property boundaries.
- b. Minimize Up-Light Spill/Glare:
All fixtures used for site lighting shall incorporate shields to minimize up-light spill and glare from the light source.
- c. Flashing Lights Prohibited:
Flashing lights are prohibited with the following exception:
 - i. Low wattage holiday and special occasion accent lights.
- d. Up-Lighting Prohibited:
Lighting directed upwards above the horizontal plane (up-lighting) is prohibited, with the following exception:
 - i. Up-lighting of government flags. Government flags used for advertisement are discouraged.



Cut Off Fixture



Example of Atmospheric Light Pollution



Signage Lighting

VII. DESIGN STANDARDS

E. SCREENING OF ROOFTOP MECHANICAL EQUIPMENT

In order to screen rooftop mechanical and communications equipment from the ground level of nearby streets and residential areas, the following requirements must be met. Painting rooftop equipment or erecting fences are not acceptable methods of screening rooftop equipment.

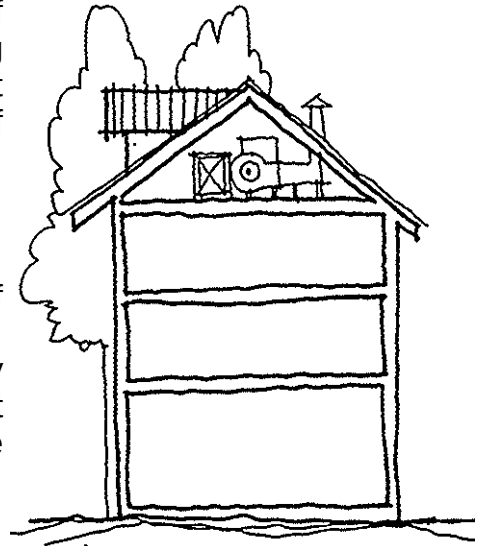
1. General Requirements:

- a. Use of Parapet Walls or Other Integrated Roof Structures Required:

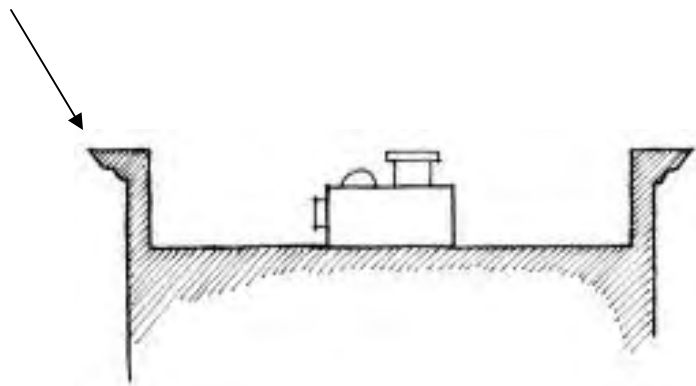
Mechanical equipment must be screened by extending parapet walls or other roof forms that are integrated with the architecture of the building.

- b. Integration of Rooftop Mounted Voice/Data Transmission Equipment:

Any rooftop mounted voice/data transmission equipment shall be integrated with the design of the roofs, rather than being simply attached to the roof-deck.



Raised Parapet



VII. DESIGN STANDARDS

F. WIDTH AND SPACING OF CURB CUTS

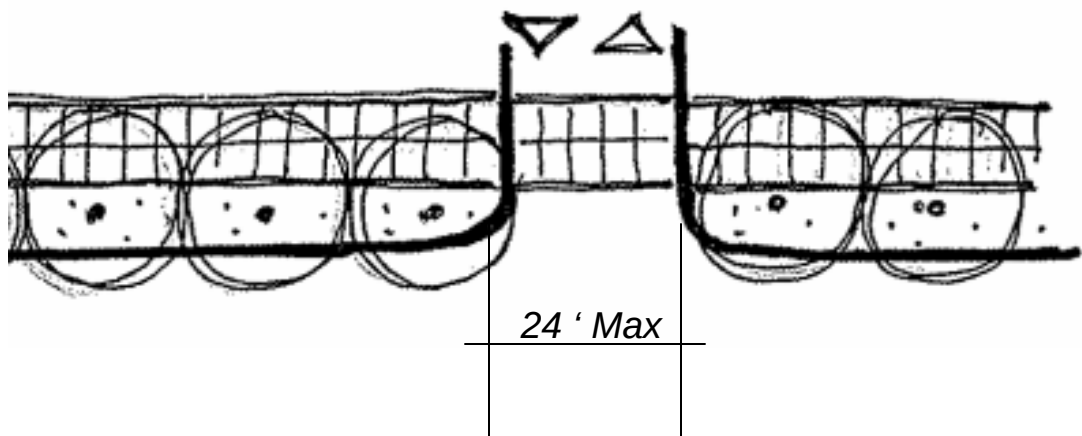
In order to maintain continuous uninterrupted sidewalks within the Infill Overlay Districts, the following requirements must be met:

1. General Requirements:

- a. Non-residential Curb Cuts:
Curb cuts for non-residential uses shall not exceed 24 feet for combined entry/exits for every 100 feet of street frontage.
- b. Continuous Sidewalk Pattern and Materials:
The sidewalk pattern and material shall carry across the driveway.
- c. Shared Use of Driveways:
Adjacent developments shall share driveways, to the greatest extent possible.



Sidewalk pavement is visibly continuous



VIII. DESIGN GUIDELINES



BE IT FURTHER RESOLVED, that the City Council adopts the following Infill Design Guidelines pursuant to Coeur d'Alene Municipal Code Section 17.07.940.

ALL OVERLAY DISTRICTS

A. GENERAL LANDSCAPING

The planting of perennials and annuals is encouraged to accent building and vehicular access areas, entrances, pedestrian areas, public open spaces, etc.



ALL OVERLAY DISTRICTS

A. GENERAL LANDSCAPING

In order to reinforce the natural setting of the surrounding area and to reduce the impacts of the built environment, development subject to the requirements of Infill Overlay Ordinance must comply with the following requirements:

1. General Requirements:

All areas of the site being developed that are not otherwise devoted to site improvements shall either be planted and/or maintained with plant material meeting the requirements of this section.

a. Native and/or Drought Resistant Species:

Plant material should consist of native and/or drought resistant species that are adapted to the region's climatic conditions. (Refer to the City's Approved Tree List)

b. Year Round Interest:

Plant varieties must provide year-round interest.



Site Area Planting



Accent Pedestrian Area



Accent Vehicular Entrance

ALL OVERLAY DISTRICTS

B. PARKING LOT LANDSCAPE

In order to reduce the visual mass of parking lots the following requirements must be met.

1. Side or Limited Front Parking Lots:
Where the parking lot is located to the side of the building and partially abuts the public street, one shade tree for every six spaces shall be provided. (In those rare instances in which lots are in front of buildings this same guideline shall apply.)



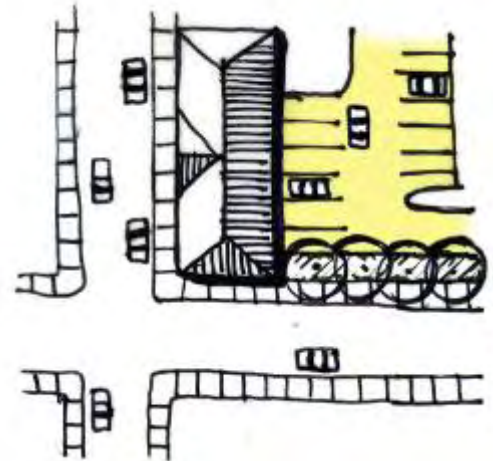
Interior Landscape

2. Rear Parking Lots:
Where the parking lot is located behind the building and not visible from the public street, one shade tree for every eight spaces shall be provided.
3. Required Tree Type:
Parking lot trees shall have rounded umbrella-like canopies that provide shade. Parking lot trees shall be selected based upon mature size, soil conditions, drainage, exposure, built environment space constraints and hardiness zone. Non-native columnar and pyramidal type tree canopies are discouraged.

ALL OVERLAY DISTRICTS

C. LOCATION OF PARKING

In order to diminish the visual impact of parking areas and to enhance the pedestrian experience, parking lots shall be located behind buildings to the greatest extent possible. If necessary, parking lots may be located to the side of the building. Parking lots should never be located between the public street and the building or at intersection corners.



Parking Located Behind



Parking Located To The Side



Parking Located Behind

ALL OVERLAY DISTRICTS

D. GRAND SCALE TREES

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



Major Trees



Major Tree Within 20 Feet of a Public Street

ALL OVERLAY DISTRICTS

E. IDENTITY ELEMENTS

In order to mark districts, corridors, and entrances with distinctive elements the following guidelines must be met:

1. MO District:
Art elements and unique street furnishings must be used to identify the MO District.
2. DO-E District:
Designated street trees and accent trees, adopted by resolution of the City Council, must be used to highlight special streets and intersections within the DO-E District.
3. DO-N District:
Seasonal landscape, street trees, accent trees, garden planting strips, and/or yard art must be used to identify the DO-N District.



Yard Art



Accent Trees



Art Element

ALL OVERLAY DISTRICTS

F. FENCES NEXT TO SIDEWALKS

If fences are used to provide privacy, control circulation, provide security, and emphasize entryways next to sidewalks, the following guidelines must be met:

1. Visual Impact of Fences:
If fences are used, they must be more visually transparent than opaque when located adjacent to public streets.
2. Stepped Fences Required:
Fences shall be "stepped" rather than sloping with the grade.
3. Wire/Industrial Fences Prohibited:
Wire fences constructed of "industrial" type materials such as chain link are not allowed when located adjacent to public streets.



Stepped Fence



Visually Permeable Fence



Stepped Fence

ALL OVERLAY DISTRICTS

G. WALLS NEXT TO SIDEWALKS

If walls are used to provide privacy, control circulation, provide security, and emphasize entryways next to sidewalks, the following guidelines must be met:

1. Required Details on Walls:
Walls shall be detailed with reveals, caps, overhangs, soldier courses or other added visual interest.
2. Stepped Walls Required:
Walls shall be level or "stepped" rather than sloped with the grade.
3. Prohibited Walls:
Walls constructed of flat, unembellished poured concrete are not allowed when located adjacent to public streets.



Textured Wall



Stone Wall



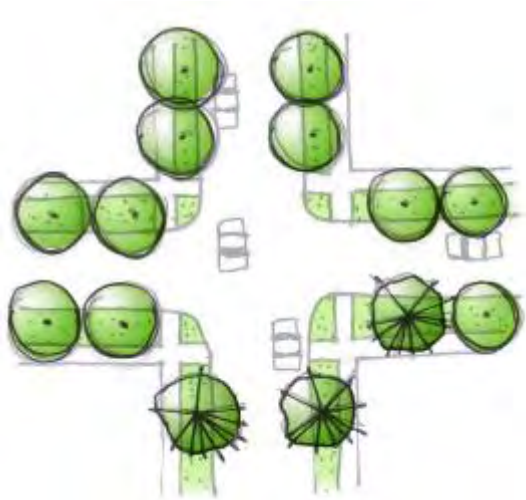
Stone Wall

ALL OVERLAY DISTRICTS

H. CURBSIDE PLANTING STRIPS

In order to maintain the existing boulevard streetscape setting, the following guidelines must be met:

1. Required Planting Strips:
Continuous planting strips shall be provided between the street curb and sidewalk on both sides of the public street.
2. Required Plantings and Street Trees:
Planting strips shall be planted with living ground cover and street trees. Street trees should be a combination of evergreen (where space allows) and deciduous varieties.



Deciduous Street Tree



Evergreen Street Tree

ALL OVERLAY DISTRICTS

I. UNIQUE HISTORIC FEATURES

In order to retain the unique character of the neighborhood and businesses, the following guidelines must be met:

1. Retention of Historic Signs/Structures:
Historic signs, pavement markings and landmark structures should be retained.
2. New Landmark Signs:
New landmark signs should correspond to the location, setting and type of businesses.



ALL OVERLAY DISTRICTS

J. ENTRANCES

In order to ensure that building entrances are welcoming to pedestrians, easily identifiable and accessible from streets and sidewalks, the following guidelines must be met:

1. Visual Prominence:

The principal entry to the building shall be marked by at least one element from each of the following groups:

Group A

- i) recess
- ii) overhang
- iii) canopy
- iv) portico
- v) porch

Group B

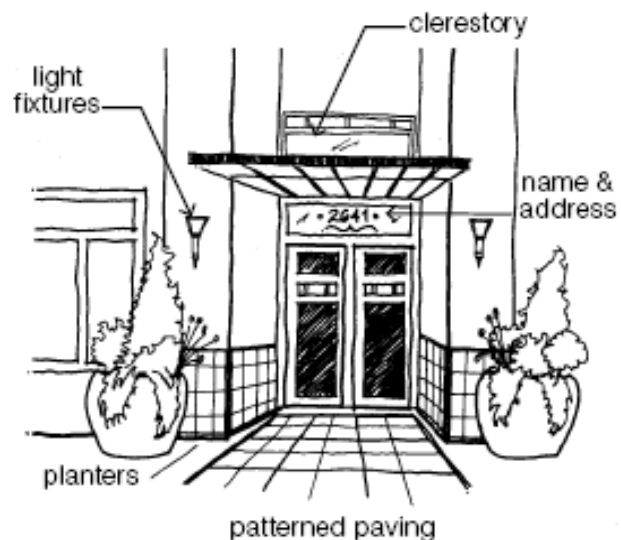
- i) clerestory
- ii) sidelights flanking door
- iii) ornamental lighting fixtures
- iv) large textured entry door(s)

Group C

- i) stone, masonry or patterned tile paving in entry
- ii) ornamental building name or address
- iii) pots or planters with flowers
- iv) fixed seating

2. Weather Protection:

Some form of weather protection (wind, sun, rain) shall be provided. This can be combined with the method used to achieve visual prominence.



ALL OVERLAY DISTRICTS

K. ORIENTATION TO THE STREET

In order to provide a clearly defined, welcoming, and safe entry for pedestrians from the sidewalk into the building, the following guidelines must be met.

1. Clearly Identifiable Entry:
Architectural elements shall be used to provide a clearly identifiable and defensible entry that is visible from the street.
2. Required Entry Design Elements:
Developments shall include at least two of the following:
 - a) recesses
 - b) balconies
 - c) articulated roof forms
 - d) front porches
 - e) arches
 - f) trellises
 - g) windows at sides and/or above entry doors
 - h) awnings and/or canopies
3. Pedestrian Scale Lighting Required:
Pedestrian scale lighting and/or lighted bollards shall be provided.
4. Entry to Face Street:
Primary building entries should face the street. If the doorway does not face the street, a clearly marked and well-maintained path shall connect the entry to the sidewalk.



ALL OVERLAY DISTRICTS

L. MASSING: BASE/MIDDLE/TOP

In order to reduce the apparent bulk of multi-story buildings and maintain pedestrian scale by providing a sense of "base," "middle," and "top," the following guidelines must be met:

1. Top:
The "top" of the building shall emphasize a distinct profile or outline with elements such as projecting parapets, cornices, upper level setbacks, or pitched rooflines.
2. Middle:
The "middle" of the building must be made distinct by change in material or color, windows, balconies, step backs, or signage.
3. Base:
Buildings shall have a distinct "base" at the ground level, using articulation and materials such as stone, masonry, or decorative concrete. Distinction may also be defined by the following:

- i) windows
- ii) details
- iii) canopies
- iv) bays
- v) overhangs
- vi) masonry strips & cornice lines



Commercial or Mixed-Use

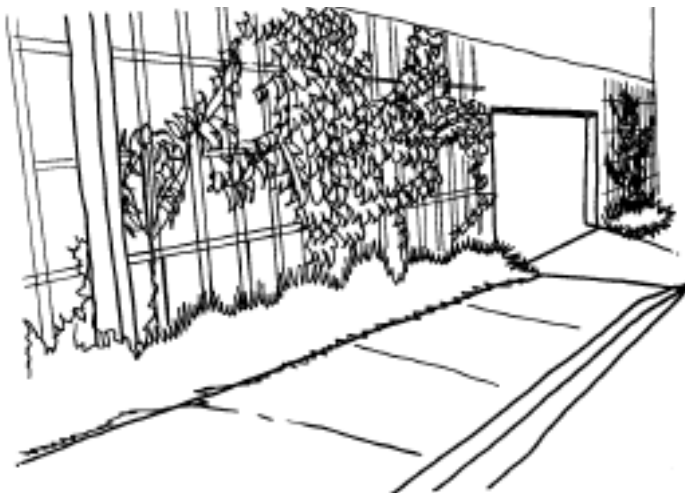


ALL OVERLAY DISTRICTS

M. TREATMENT OF BLANK WALLS

In order to mitigate blank walls within public view by providing visual interest, the following guidelines must be met:

1. Required Architectural Elements:
Walls within public view shall have windows, reveals or other architectural detail.
2. Additional Guidelines for Long Blank Walls:
Uninterrupted expanses of blank wall, façade or foundation longer than 30 feet shall be broken up by using two or more of the following:
 - a. Vegetation:
Vegetation, such as trees, shrubs, groundcover and/or vines, adjacent to the wall surface;
 - b. Artwork:
Artwork, such as bas-relief sculpture, mural or trellis/vine panels.
 - c. Seating:
Seating area with special paving and seasonal planting.
 - d. Architectural details:
Architectural detailing, reveals, contrasting materials or other special interest.



Coeur d'Alene Infill Development Regulations and Design Standards

ALL OVERLAY DISTRICTS

N. ACCESSORY BUILDINGS

In order to maintain the scale and character of principle buildings, all accessory buildings and garages must have an architectural scale and character similar to the principle building.



Coeur d'Alene Infil

ALL OVERLAY DISTRICTS

O. INTEGRATION OF SIGNS WITH ARCHITECTURE

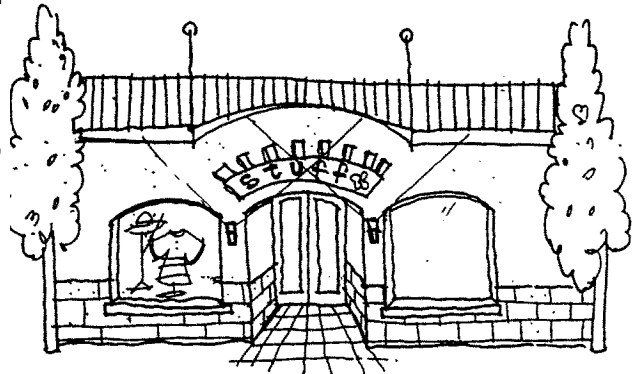
In order to ensure that signage is part of the overall design of a project, the following guidelines must be met.

1. Sign Plan Required:

The design of buildings and sites shall identify locations and sizes for future signs. As tenants install signs, such signs shall be in conformance with an overall sign plan that allows for advertising which fits with the architectural character, proportions, and details of the development. The sign plan shall indicate location, size, and general design.

2. Projection Above Roof Prohibited:

Signs shall not project above the roof, parapet, or exterior wall.



Sign integrated with the entrance



Sign integrated with building order and bays

ALL OVERLAY DISTRICTS

P. CREATIVITY/INDIVIDUALITY OF SIGNS

In order to encourage interesting, creative and unique approaches to the design of signs, the following guidelines must be met:

1. Graphic Signs:
Signs should be highly graphic in form, expressive and individualized.
2. Projecting Signs:
Projecting signs supported by ornamental brackets and oriented to pedestrians are strongly encouraged.



Unique Projecting Signs



Sign expressing the product, integrated with graphic form



ALL OVERLAY DISTRICTS

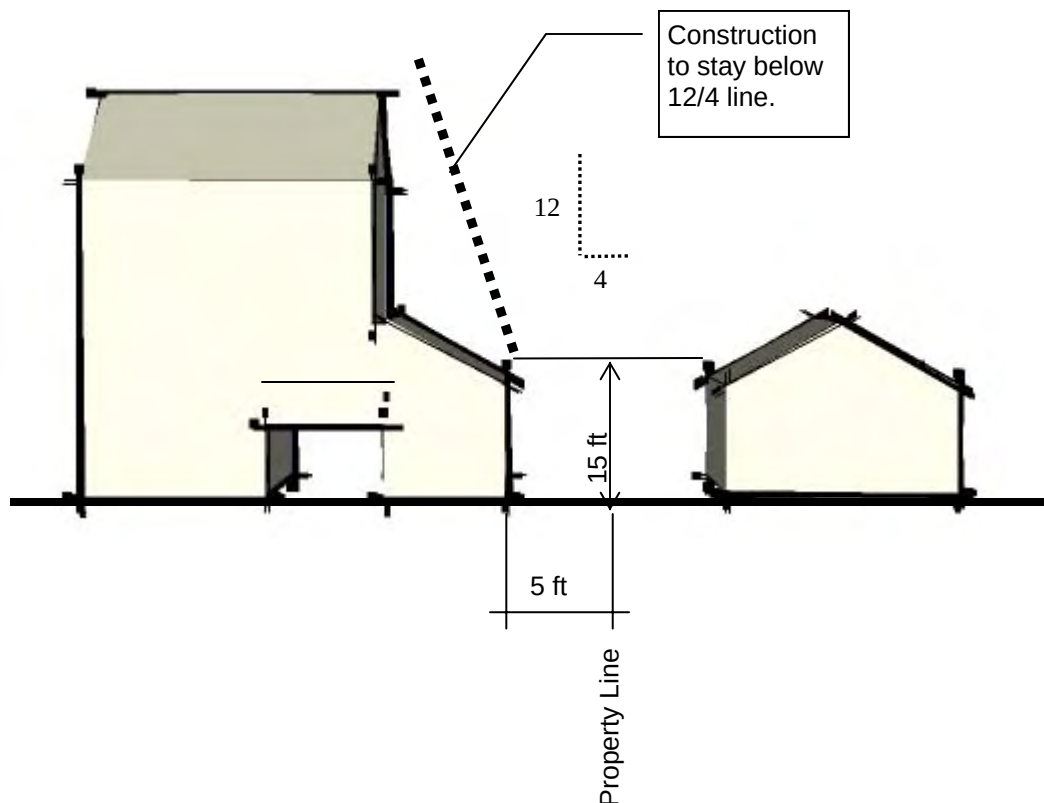
SETBACKS ADJACENT TO SINGLE FAMILY – ALL OVERLAY DISTRICTS

Intent:

To retain the character of existing single family structures.

Standards:

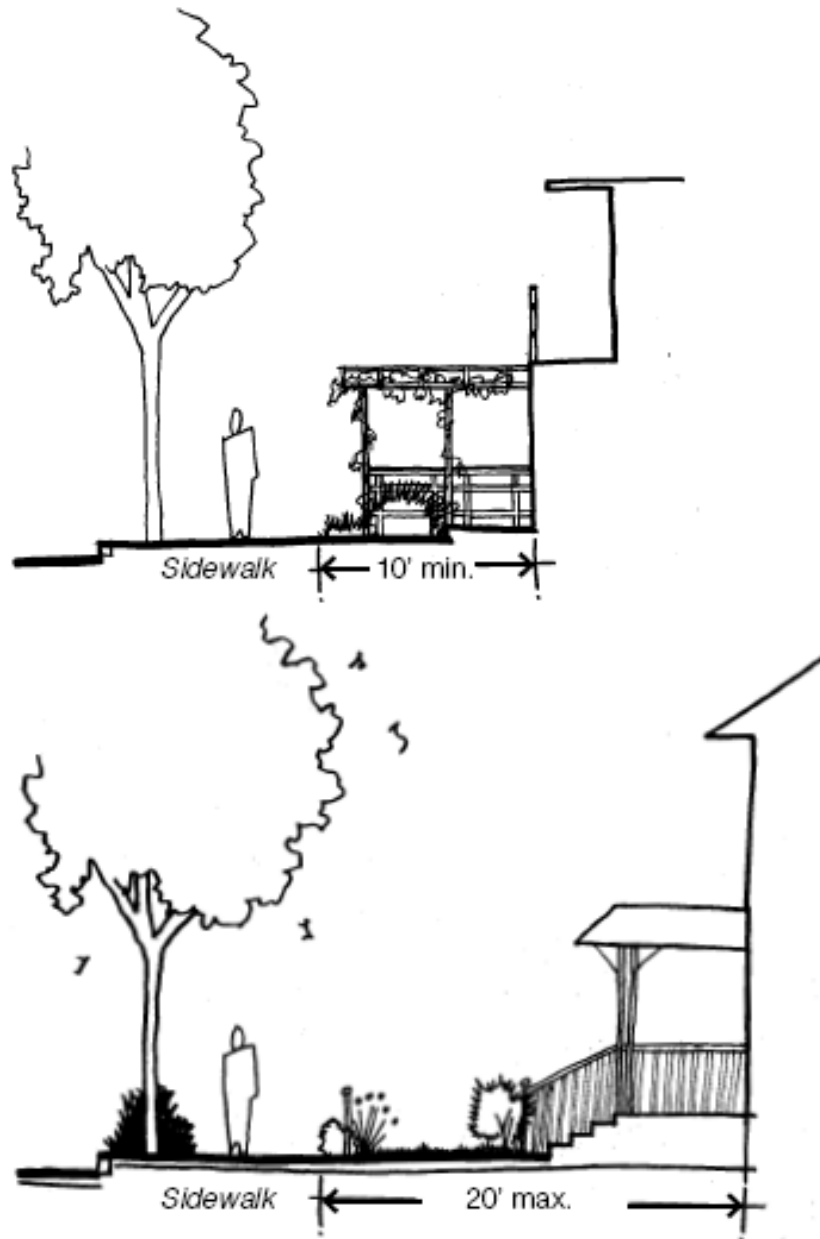
When abutting a side yard of an existing single family residence, a minimum setback of 5 feet should be maintained. In addition, when abutting a single story single family residence, a setback of 4 inches for every for every foot of building height above 15 feet should be provided.



DISTRICTS DO-N & DO-E ONLY

Q. MINIMUM/MAXIMUM SETBACKS - DO-N & DO-E DISTRICTS ONLY

In order to create a lively, pedestrian friendly sidewalk environment, with space for gardens, steps, stoops, and walkways that create a transition between the sidewalk and dwellings, the setback from the edge of the public right of way should be at least 10 feet and no more than 20 feet.



DISTRICT MO ONLY

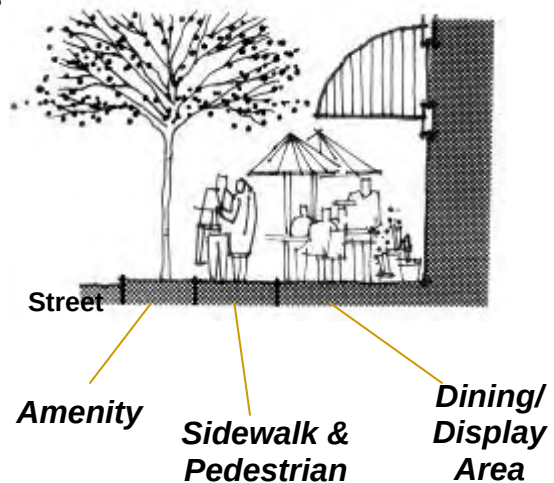
R. SIDEWALK USES - MO DISTRICT ONLY

In order to create a pedestrian friendly "streetscape" by providing street trees and sidewalks, the following guidelines must be met:

1. **Amenity Zone:**
Street trees shall be spaced 20 feet to 40 feet apart, located in the amenity zone in tree grates or continuous 5 foot wide planted area.
2. **Sidewalk Area:**
Sidewalk area shall maintain a clear 7-foot dimension for pedestrian travel.
3. **Dining and Display Area:**
Sidewalk area outside the pedestrian travel area may be used for outdoor dining and/or display areas delineated at grade or by a low fence.



Dining Area



Dining /Display Area



Display Area

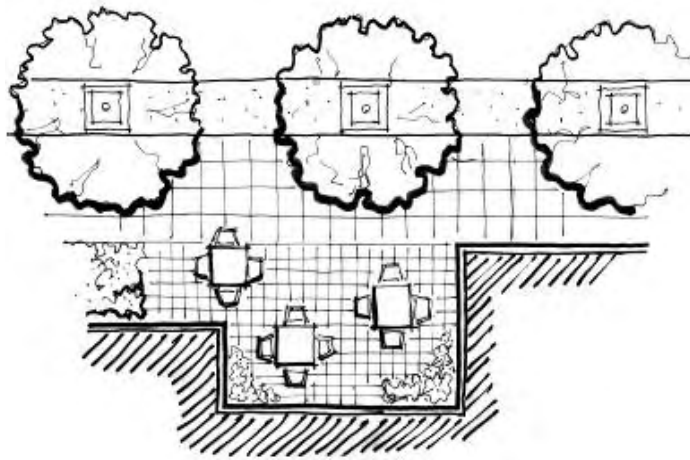
DISTRICT MO ONLY

S. MAXIMUM SETBACK - MO DISTRICT ONLY

In order to create a lively, pedestrian friendly sidewalk environment buildings shall be set up to the back of the sidewalk along pedestrian streets.

1. Exception:

Buildings may be set back up to 10 feet for the purpose of providing a publicly accessible "plaza," "courtyard," or recessed entrance.



Building set back from sidewalk to create plaza



DISTRICT MO ONLY

T. GROUND FLOOR WINDOWS - MO DISTRICT ONLY

In order to provide visual connection between activities inside and outside the building, a minimum of 50% of any ground floor façade facing the street shall be comprised of windows with clear, "vision" glass. Display windows may be used to meet half of this requirement.



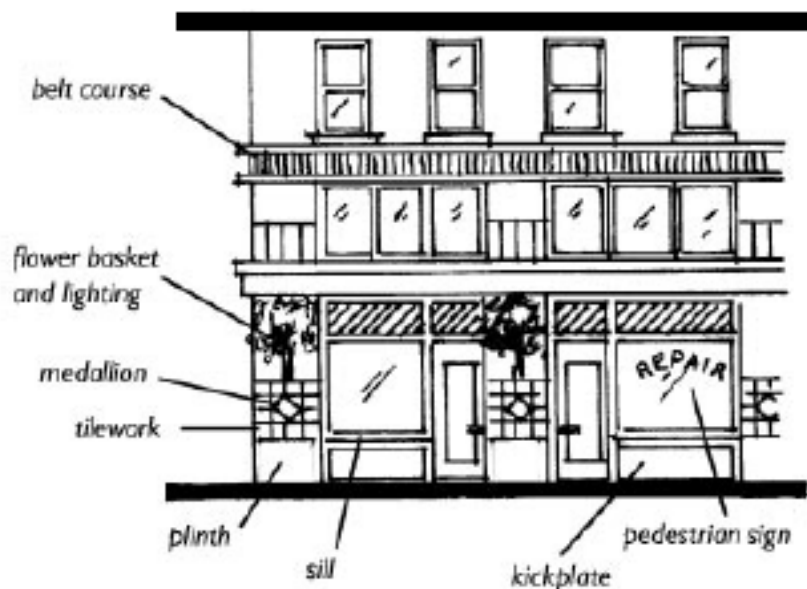
Façade with 60% transparency

DISTRICT MO ONLY

U. GROUND LEVEL DETAILS - MO DISTRICT ONLY

In order to ensure that buildings along any abutting street display the greatest amount of visual interest and reinforce the character of the streetscape, the façades of commercial and mixed-used buildings that face the street shall be designed to be pedestrian-friendly through the inclusion of at least three of the following elements:

1. Kick plates for storefront windows.
2. Projecting sills.
3. Pedestrian scale signs.
4. Canopies.
5. Plinth.
6. Containers for seasonal planting.
7. Ornamental tile work.
8. Medallions.

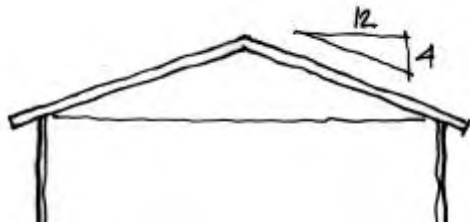


DISTRICT MO ONLY

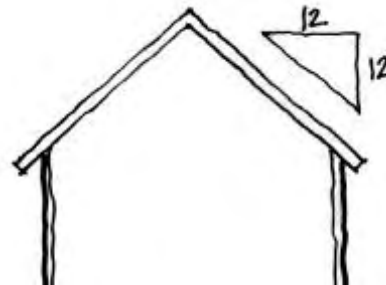
V. ROOF EDGE - MO DISTRICT ONLY

In order to ensure that rooflines present a distinct profile and appearance for the building and expresses the neighborhood character, the following guidelines must be met:

1. Buildings with Pitched Roofs:
Buildings with pitched roofs shall have a minimum slope of 4:12 and maximum slope of 12:12.
2. Buildings with Flat Roofs:
Buildings with flat roofs shall have projecting cornices to create a prominent edge when viewed against the sky. Cornices shall be made of a different material and color than the predominate siding of the building.



Minimum roof pitch



Maximum roof pitch



Projecting cornice

DISTRICT DOE ONLY

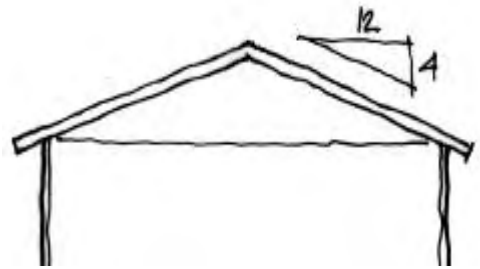
Roof Pitch - DO-E District Only:

Intent:

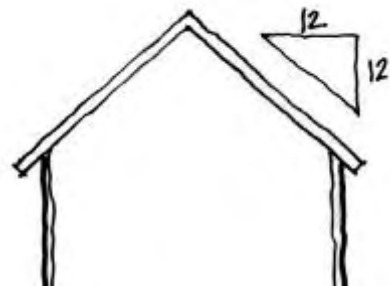
To ensure that rooflines present a distinct profile and appearance for the building and express the neighborhood character.

Standards:

Roof pitch shall have a minimum slope of 4:12 and a maximum slope of 12:12.



Minimum roof pitch 4:12



Maximum roof pitch 12:12

DESIGN GUIDELINES—DO-E only

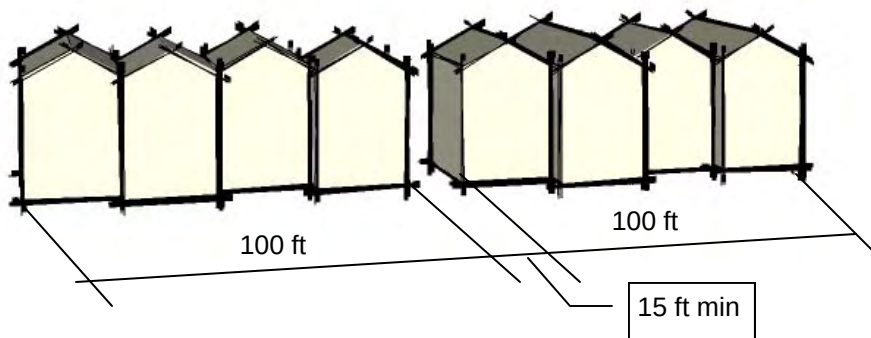
BUILDING BULK AND SPACING

Intent:

To retain the scale of buildings in the neighborhood.

Standards:

1. The maximum horizontal dimension of a building facing a street should be no more than 100 feet.
2. A minimum 15 foot separation should be maintained between buildings that face the street.



COUNCIL BILL NO. 08-1012
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM MH8 (MOBILE HOME AT 8 UNITS/ACRE) TO R17 (RESIDENTIAL AT 17 UNITS/ACRE) AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: A +/- 3.2 ACRE PARCEL AT 3285 FRUITLAND LANE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing on the hereinafter provided amendments, and after recommendation by the Planning Commission, it is deemed by the Mayor and City Council to be for the best interests of the City of Coeur d'Alene, Idaho, that said amendments be adopted; NOW, THEREFORE,

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

SECTION 1. That the following described property, to wit:

a +/- 3.2 acre parcel at 3285 Fruitland Lane and legally described as Lot 1, Block 1, Clark Addition in the Southeast ¼ of Section 2, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

is hereby changed and rezoned from MH8 (MOBILE HOME AT 8 UNITS/ACRE) TO R17 (RESIDENTIAL AT 17 UNITS/ACRE).

SECTION 2. That there are no conditions to rezoning of the property:

SECTION 3. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, is hereby amended as set forth in Section 1 hereof.

SECTION 4. That the Planning Director is hereby instructed to make such change and amendment on the three (3) official Zoning Maps of the City of Coeur d'Alene.

SECTION 5. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 6. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED this 3rd day of June 2008.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____

Zone Change – ZC-2-08

At 3285 Fruitland Lane

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM MH8 (MOBILE HOME AT 8 UNITS/ACRE) TO R17 (RESIDENTIAL AT 17 UNITS/ACRE) AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: A +/- 3.2 ACRE PARCEL AT 3285 FRUITLAND LANE; 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 Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Zone Change – ZC-2-08 at 3285 Fruitland Lane, 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 3rd day of June, 2008.

Warren J. Wilson, Chief Civil Deputy City Attorney