



Coeur d'Alene

CITY COUNCIL MEETING

June 5, 2007

MEMBERS OF THE CITY COUNCIL:
Sandi Bloem, Mayor
Councilmen Edinger, Goodlander, McEvers, Reid, Hassell, Kennedy

CONSENT CALENDAR

MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT COEUR D'ALENE CITY HALL,
MAY 15, 2007

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Hall, May 15, 2007 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

INVOCATION was led by Reverend Ron Hunter from the Church of the Nazarene.

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

PRESENTATIONS:

PROCLAMATION – “SAFE BOATING WEEK”: Councilman Hassell read the proclamation on behalf of Mayor Bloem declaring the week of May 20th as Safe Boating Week in the City of Coeur d'Alene. Cathy Goodwin, Division Commander for the U.S. Coast Guard accepted the proclamation.

PRESENTATION – “CITYLINK UPDATE”: Citylink Assistant Transportation Manager, Rod Mitchell, presented an update of the readership activities utilizing the existing bus routes. He noted that these routes are currently at capacity for the Citylink system and voiced his concerns of their ability to expand the routes with the existing fleet of buses available. It is planned to hire a consultant to review and identify the best possible routes, bus stops and overall expansion of the Citylink system.

PRESENTATION – “DOG PARK PROPOSAL”: John Mueller and the School District Advanced Learning Students, known as LA Kids (Landscape Architect Kids), presented a design proposal for a dog park using the City's property at Fruitland Lane and Neider as their hypothetical site. Advanced Learning Program Student Adelle and teacher Nancy Mueller, presented their power point of their proposed dog park. Mrs. Mueller invited the Mayor and Council to her class's dog park presentation to their parents on May 30th at 2:00 p.m. at Winton School.

PRESENTATION - "AFFORDABLE HOUSING PROJECT: Troy Tymesen noted that the City is working with St. Vincent DePaul to enter into a lease for the purpose of obtaining a grant for construction of affordable housing. He introduced Sheryldene Rogers from St. Vincent DePaul who explained the HUD 8-11 grant program to be used for funding the proposed partnership between the City and St. Vincent DePaul for the construction of affordable housing units. The site chosen for this partnership is a portion the City's property located at Fruitland Lane and Neider Avenue.

Motion by Goodlander, seconded by Edinger to bring this item forward. Motion carried.

RESOLUTION NO. 07-039

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT OF INTENT TO LEASE CITY OWNED PROPERTY ON FRUITLAND LANE TO ST. VINCENT DE PAUL FOR AN AFFORDABLE HOUSING PROJECT.

Motion by Goodlander, seconded by Edinger to adopt Resolution 07-039.

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

PUBLIC COMMENTS:

YOUTH STAR SCHOLARSHIP: Recreation Director, Steve Anthony, and Jim Gallagher from Legends Sports Photography, presented Ty Stoddard with the Youth Star Scholarship. Ty noted that he will be attending the University of Idaho this fall.

DE- ANNEXATION OF WELL SITE FOR THE CITY OF HUETTER: Attorney Arthur Macomber, representing the City of Huetter, requested that the City Council approve the request for de-annexation of the City of Huetter's well site from the City of Coeur d'Alene.

Motion by McEvers, seconded by Edinger to bring this item forward. Motion carried.
Motion by Edinger, seconded by McEvers to grant the City of Huetter's request to de-annex their well site from the City of Coeur d'Alene and direct staff to prepare the necessary ordinance. Motion carried.

DOWNTOWN SIDEWALKS: Lin Rimple questioned the City's approval of allowing the downtown restaurants to encroach onto City sidewalks for use with their businesses. She believes that the sidewalks are now too narrow for pedestrians to comfortably walk and the City is also subsidizing the restaurants' profits by expanding their sites onto public property. She requested that the City Council re-address this issue and give the sidewalks back to the public that pay for them. Mayor Bloem explained the Main Street Concept adopted for the Downtown area. Councilman Hassell believes that since this is the first year with the new rules that we should allow the encroachments to continue for this year.

RETRO BILL VISIT FOR D.A.R.E: Officer Tom Sparks announced that as part of this year's D.A.R.E. Program, Retro Bill will be visiting all the areas schools from May 30th through June 1st talking to the students about character building. He will also be attending the D.A.R.E. graduation programs.

FIRE TRAINING: Firefighter Jake Beiker presented a brief video of the fire training trip made by Councilman McEvers and Deputy City Administrator to The Tri-Cities area to learn first hand what firefighters go through. He then presented plaques to Councilman McEvers and Deputy City Administrator for bravely going through this experience.

NEW EMPLOYEE INTRODUCTION: Troy Tymesen, Finance Director, introduced the newest Finance Department employee, Felicia.

FUND RAISING FOR KROC CENTER: Mr. Tymesen congratulated all who helped reach the community's fund raising goal for the Kroc Center. He also reported that the haul road that is being used to haul dirt by earth movers to the Kroc site will be completed by the end of this week. Beginning next week, truck haulers will begin to bring in soil from Radiant Lake to Hawk's Nest Park which is scheduled to be completed by the middle part of June. Mayor Bloem announced that ground breaking will be June 28th and she expressed her appreciation to the Albertson Foundation for the final funding donation of \$1,000,000.

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

1. Approval of minutes for May 1, 2007.
2. Setting of the Public Works Committee and General Services Committee meetings for May 21, 2007 at 4:00 p.m.
3. RESOLUTION 07-036: 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 ACCEPTANCE OF A DEPARTMENT OF HOMELAND SECURITY GRANT FOR THE FIRE DEPARTMENT'S TECHNICAL RESCUE TEAM; APPROVAL OF A CONTRACT WITH SI CONSTRUCTION, LLC, FOR INSTALLATION OF FOUR CHECK VALVES AS PART OF THE NE WATER PRESSURE ENHANCEMENT PROJECT; APPROVAL OF THE DESTRUCTION OF TEMPORARY RECORDS FROM THE SERVICE IMPROVEMENT COMMITTEE; APPROVAL OF S-1-05M ACCEPTANCE OF IMPROVEMENTS WITH A MAINTENANCE / WARRANTY AGREEMENT FOR RIVERSTONE WEST, 1ST ADDITION; APPROVAL OF S-13-06 FINAL PLAT APPROVAL AND SUBDIVISION IMPROVEMENT AGREEMENT FOR RIVERSTONE PLAZA; AWARD OF BID AND APPROVAL OF A CONTRACT WITH VIETZKE EXCAVATING, INC. FOR THE 2007 SEWER OPEN TRENCH REPLACEMENT PROJECT, AND APPROVAL OF CHANGE ORDER NO. 1 TO THE CONTRACT WITH PLANNED AND ENGINEERED CONSTRUCTION (PEC) FOR THE 2007 WASTEWATER CIPP REHABILITATION PROJECT.
4. Approval of bills as submitted and on file in the City Clerk's Office.

5. Approval of beer/wine licenses for Fisherman's market at 215 W. Kathleen Avenue and Moose Market at 401 Sherman Ave.
6. Approval of beer/wine/liquor license for Settles Krick, Inc. d/b/a Bardenay at 1710 W. Riverstone Drive.
7. SS-7-07 - Final Plat approval for Brady Addition
- 8 SS-8-07 - Final Plat approval of Nowoj's Addition
9. S-8-05 - Final Plat approval for The Terraces at Lake Coeur d'Alene
10. Setting of Public Hearings: ZC5-07 – Zone Change at 1003 E. Best for June 19th and ZC-7-07 - Zone change at 1625 5th Street for June 19th.

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

COUNCIL ANNOUNCEMENTS:

BILL DAHLBERG REMEMBERED: Councilman Hassell expressed his condolences for the loss of Bill Dahlberg as a result of an accident at a construction site.

NORTH IDAHO RETIRED TEACHERS ASSOCIATION: Councilman Goodlander announced that she recently attended the N.I. Retired Teacher Association meeting and tonight she presented the Mayor with two checks representing the dollars in value of the volunteer hours donated by this group of retired teachers.

ORDINANCE NO. 3296
COUNCIL BILL NO. 07-1021

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 8.25.025 TO REDUCE THE MOORING TIME ALONG ANY DOCK LOCATED AT THE SOUTH END OF THIRD STREET; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Hassell, seconded by Goodlander to pass the first reading of Council Bill No. 07-1021.

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

Motion by Edinger, seconded by McEvers to suspend the rules and to adopt Council Bill No. 07-1021 by its having had one reading by title only.

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

SETTING OF PUBLIC HEARING - LAUNCH FEES: Motion by Hassell, seconded by Edinger to set a public hearing for considering the increase of launch fees for June 5, 2007. Motion carried.

ORDINANCE NO. 3297
COUNCIL BILL NO. 07-1018

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 8.25.025 TO REDUCE THE MOORING TIME ALONG ANY DOCK LOCATED AT THE SOUTH END OF THIRD STREET; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Goodlander, seconded by Edinger to pass the first reading of Council Bill No. 07-1018.

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

Motion by Edinger, seconded by McEvers to suspend the rules and to adopt Council Bill No. 07-1018 by its having had one reading by title only.

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

RESOLUTION NO. 07-037

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NO PARKING / TOW AWAY ZONE DIRECTLY ADJACENT TO THE FEDERAL COURT HOUSE BUILDING.

Motion by Goodlander, seconded by Edinger to adopt Resolution 07-037.

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

RESOLUTION NO. 07-038

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES, WITH RICH AND ASSOCIATES, INC. FOR A COMPREHENSIVE PARKING PLAN.

Motion by Goodlander, seconded by McEvers to adopt Resolution 07-038.

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

RESOLUTION NO. 07-040

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING CHANGE ORDER #9 TO THE AGREEMENT WITH CONTRACTORS NORTHWEST, INC., FOR THE PHASE 4B UPGRADE AND EXPANSION PROJECT.

Motion by McEvers seconded by Hassell to adopt Resolution 07-040.

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

RESOLUTION NO. 07-041

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

Motion by Edinger, seconded by McEvers to adopt Resolution 07-041.

ROLL CALL: Edinger, Aye; Hassell, No; Goodlander, Aye; McEvers, Aye. Motion carried.

PUBLIC HEARING - ZC-4-07 - ZONE CHANGE AT 3313 N. 4TH STREET:

Mayor Bloem announced that the applicant requested that this public hearing be continued to June 5, 2007.

EXECUTIVE SESSION: Motion by Goodlander, seconded by McEvers to enter into Executive Session as provided by I.C. 67-2345 Subsection B: To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent; Subsection C: To conduct deliberations concerning labor negotiations or to acquire an interest in real property; and, Subsection F: to consider and advise its legal representatives in pending litigation or where there is a general public awareness of probable litigation.

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

The session began at p.m. Members present were the Mayor, City Council, City Administrator, Deputy City Administrator, Fire Chief and Deputy City Attorney.

Matters discussed were those of personnel issues, property acquisition and pending litigation. No action was taken and the meeting reconvened into the regular at 9:05 p.m.

SANDERS BEACH LITIGATION: Motion by Edinger, seconded by McEvers to not appeal the award of costs in the Sanders Beach Litigation. Motion carried.

ADJOURNMENT: Motion by Goodlander, seconded by McEvers that, there being no further business, this meeting is adjourned. Motion carried.

The meeting adjourned at 9:08 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 07-042

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE POLICE DEPARTMENT LIEUTENANTS; APPROVAL OF THE DECLARATION OF SURPLUS PROPERTY – CRT MONITORS; APPROVAL OF AN AMENDMENT TO THE KOOTENAI COUNTY EMERGENCY MEDICAL SERVICES SYSTEM [KCEMSS]; APPROVAL OF A RENTAL AGREEMENT WITH THE IDAHO DEPARTMENT OF LANDS; APPROVAL OF AN AGREEMENT FOR LEGAL REPRESENTATION FOR WATER RELATED MATTERS; APPROVAL OF AN AGREEMENT WAIVING OPPOSITION TO ANNEXATION WITH MR. AND MRS. SMYTHE AND APPROVAL OF AN AGREEMENT FOR ENGINEERING PLAN REVIEW AND OTHER SERVICES WITH BOB AVON.

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

- 1) Approval of a Memorandum of Understanding with the Police Department Lieutenants;
- 2) Approval of the Declaration of Surplus Property – CRT Monitors;
- 3) Approval of an Amendment to the Kootenai County Emergency Medical Services System [KCEMSS];
- 4) Approval of a Rental Agreement with the Idaho Department of Lands;
- 5) Approval of an Agreement for Legal Representation for Water Related matters;
- 6) Approval of an Agreement Waiving Opposition to Annexation with Mr. and Mrs. Smythe.
- 7) Approval of an Agreement for Engineering Plan Review and Other Services with Bob Avon.

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 7" 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 5th day of June, 2007.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

Memorandum of Understanding with Police Department Lieutenants

This understanding is made and entered into this ~~5th~~^{6th} day of ~~September, 2005~~ ~~June, 2007~~, by and between the City of Coeur d’Alene, hereinafter know as the City, and the Police Department Lieutenants, hereinafter known as Lieutenants. The understanding shall be applicable to Lieutenants for a term commencing October 1, 200~~6~~⁴ and ending September 30, 200~~9~~⁶, except as specifically provided herein. All prior resolutions between the City and Lieutenants are superseded by this understanding and are no longer applicable.

- (A) PURPOSE/INTENT: The purpose of this document is to create an understanding that specifically pertains to Police Department Lieutenants. Lieutenants perform work under the immediate direction of a Police Captain.
- (B) POLICE DEPARTMENT LIEUTENANT shall mean an employee responsible for the supervisory and technical police work in commanding an assigned section within the Police Department.
- (C) DUTIES: Lieutenant’s duties and responsibilities shall be in accordance with the adopted job description, as well as all duties assigned by the Police Captain.
- (D) COMPENSATION/BENEFITS:

- (1) Compensation/wage increases:
~~Incumbent Lieutenants as of 10/01/2004 will be eligible for a 5% wage increase and eligible for additional increases as per the attached individual Lieutenant’s schedule.~~

Incumbent Lieutenants appointed on or after January 2005 will be eligible for additional increases as per the attached individual Lieutenant’s schedule.

Lieutenants shall be paid a wage within the range identified in the current or subsequently amended City of Coeur d'Alene pay/classification plan. When promoted to Lieutenant, he/she will receive an immediate ~~ten (10%)~~ five (5%) percent increase based on the wage at the time of promotion, and are eligible for a five (5%) percent increase or to the maximum wage of the classification, after twelve months with at the end of probation with a standard or above evaluation. Thereafter, notwithstanding any other provision of this agreement, Lieutenants will be eligible for service time increases based on the following schedule only if the Lieutenant has been consistently evaluated as “Standard” or better on all Reports of Performance Evaluation since the last service time increase:

Step A	B	C	D	E	F		G		H
									Max.
	1 year	2 years	3 years	4 years	5 Years	6 Years	7 Years	8 Years	9Years

Min.	5% Increase	5% Increase	5% Increase	5% Increase	5% Increase	No Increase	5% Increase	No Increase	5% Increase
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Increases will only be granted following a minimum of twelve consecutive months of service after the previous performance wage increase and wage increases will continue, not to exceed the maximum wage of the pay/classification plan as follows:

	<u>Wage Minimum</u>	<u>Wage Maximum</u>	<u>Senior LT. Maximum</u>
Police Lieutenant	\$26.15 <u>27.81</u>	\$36.80 <u>39.12</u>	\$38.64 <u>41.08</u>

The position of Police Lieutenant has been established as Level 17 in the approved Personnel Rule Compensation Plan and will update accordingly.

(2) Senior Level Increases:

~~A A~~ Lieutenant is eligible to receive a five percent (5%) increase after meeting the following criteria: ~~Due to the uniqueness of the timing of negotiated contracts and understandings related to recent promotions, incumbents Lt. McLeod & Lt. Dixon are excluded from the 5% percent Senior Lieutenant increase. However, the required criteria to remain eligible related to training, evaluations and physical fitness still apply.~~

~~(3)~~

Criteria:

(a) Two (2) years as a ~~Sergeant~~ Lieutenant ~~or above.~~

(b) P.O.S.T Management Certification.

Exception: ~~The three currently eligible~~ Lieutenant Calderwood incumbents can satisfy this criteria by obtaining: 100 + hours of Advanced Supervisor or Management training during career with the City of Coeur d'Alene Police Department. The applicable training must be considered as Advanced Supervisor or Management training by the Chief of Police and City Administrator.

Training approval will continue to be based on current practice and available funding.

To remain eligible for the senior level increase, the Lieutenant must obtain a minimum of 20 additional hours of Advanced Supervisor or Management training approved by the Chief of Police and the City Administrator from the established list and obtain a minimum of 20 hours of pre-approved established Leadership List activity, training and/or organizational participation approved by the Chief of Police and the City Administrator. for each on-going five (5) year period.

- (c) Received a Standard or Above Standard performance evaluation within the last two years prior to promotion to Lieutenant and to remain eligible, must maintain a Standard or Above Standard performance evaluation while holding the rank of Lieutenant.

In the event that a Lieutenant who is receiving the senior level increase receives a performance evaluation that is below standard, the senior level increase will be discontinued and only reinstated after standard performance is re-established and maintained for twelve (12) consecutive months. If a Lieutenant is placed on disciplinary probation, the senior level pay will be removed on the disciplinary probation effective date and only reinstated once a standard performance is established and maintained for twelve (12) consecutive months.

- (d) Passing score on the P.O.S.T. physical fitness standard in the initial year of eligibility.

To remain eligible for the senior level increase there after, the officer must continue to pass the physical fitness standard three (3) out of any on-going five (5) year period.

OR

B A Lieutenant is eligible to receive a three percent (3%) increase after meeting the following criteria:

- (a) Two (2) years as a Lieutenant .

- (b) P.O.S.T Management Certification.

Exception: Lieutenant Calderwood can satisfy this criteria by obtaining: 100 + hours of Advanced Supervisor or Management training during career with the City of Coeur d'Alene Police Department. The applicable training must be considered as Advanced Supervisor or Management training by the Chief of Police and City Administrator.

Training approval will continue to be based on current practice and available funding.

To remain eligible for the senior level increase, the Lieutenant must obtain a minimum of 20 additional hours of Advanced Supervisor or Management training approved by the Chief of Police and the City Administrator from the established list and obtain a minimum of 20 hours of pre-approved established Leadership List , training and/or

organizational participation approved by the Chief of Police and the City Administrator. for each on-going five (5) year period

- (c) Received a Standard or Above Standard performance evaluation within the last two years prior to promotion to Lieutenant and to remain eligible, must maintain a Standard or Above Standard performance evaluation while holding the rank of Lieutenant.

In the event that a Lieutenant who is receiving the senior level increase receives a performance evaluation that is below standard, the senior level increase will be discontinued and only reinstated after standard performance is re-established and maintained for twelve (12) consecutive months. If a Lieutenant is placed on disciplinary probation, the senior level pay will be removed on the disciplinary probation effective date and only reinstated once a standard performance is established and maintained for twelve (12) consecutive months.

OR

C.A Lieutenant is eligible to receive a two percent (2%) increase after meeting the following criteria:

- (a) Two (2) years as a Lieutenant .
- (b) Received a Standard or Above Standard performance evaluation within the last two years prior to promotion to Lieutenant and to remain eligible, must maintain a Standard or Above Standard performance evaluation while holding the rank of Lieutenant.

In the event that a Lieutenant who is receiving the senior level increase receives a performance evaluation that is below standard, the senior level increase will be discontinued and only reinstated after standard performance is re-established and maintained for twelve (12) consecutive months. If a Lieutenant is placed on disciplinary probation, the senior level pay will be removed on the disciplinary probation effective date and only reinstated once a standard performance is established and maintained for twelve (12) consecutive months.

- (c) Passing score on the P.O.S.T. physical fitness standard in the initial year of eligibility.

To remain eligible for the senior level increase there after, the officer must continue to pass the physical fitness standard three (3) out of any on-going five (5) year period.

Effective October 1, 2006, Lieutenants who met senior criteria prior to the signing of this Memorandum Of Understanding will receive the applicable retroactive pay.

- (3) Cost of living increases: Beginning in October, the City will provide an annual minimum two percent (2%) to a maximum three percent (3%) cost of living increase based upon the July "Consumer Price Index (CPI) for "All Urban Consumers" using the U.S. City average for the preceding 12-month period. Should the CPI reach 5% and stay at or above that level for six (6) consecutive months, this Agreement may be reopened for wage renegotiation by either party.

The maximum of the pay/classification plan will increase as CPI adjustments permit. Any other changes to the pay/classification plan will only be made if approved by the Lieutenants and City Administration.

- (4) Vacation Accruals: Vacation accruals shall be as follows:
- i. First through third year of service: Eight (8) hours for each month of service.
 - ii. Fourth through fifth year of service: Twelve (12) hours for each month of service.
 - iii. Sixth through tenth year of service: Sixteen (16) hours for each month of service.
 - iv. After ten (10) or more years of service: Twenty (20) hours for each month of service.

A Lieutenant with more than three hundred twenty (320) hours vacation leave as of October, 1 (the first day of the City's fiscal year) shall utilize the excess leave before January 15, of the following calendar year, unless otherwise approved by the Police Chief and by the Human Resources Director.

If a Lieutenant is on vacation and becomes ill, they may report in sick and claim sick leave for the days the Lieutenant is ill. A Lieutenant claiming sick leave while scheduled to be on vacation shall provide proof of illness for each of the days for which sick leave is taken. Vacation shall not be charged against that Lieutenant's accrued vacation time for the days taken as sick leave. Proof of illness shall be established by a written note from a medical professional. This article is not intended to prohibit a Lieutenant from using vacation time for an extended illness once the Lieutenant's sick leave has been exhausted.

- (5) Sick Leave:

Lieutenants are eligible to accrue and use sick leave with pay as contained in this section. Sick leave shall not be considered as a right, which a Lieutenant may use at his/her discretion.

Accrual Method: Sick leave will be accrued at ten (10) hours for each month of service, accrued at a rate of five (5) hours per pay period. No sick leave shall accrue after sixty (60) consecutive days of absence.

Allowable Use: Accrued sick leave hours may be used for the following reasons that prevent a Lieutenant from working during a regularly scheduled workday/shift:

- (a) Personal illness;
- (b) Personal injury;
- (c) Illness or quarantine of Lieutenant's immediate family necessitating the Lieutenant's absences from work;
- (d) Personal or medical related appointments, including annual wellness exams, counseling, dental check-up, etc. (including the Lieutenant's immediate family);
- (e) Conditions qualifying for leave under the Family and Medical Leave Act as provided in the Personnel Rules;
- (f) Sick leave may not be used in the same pay period in which it is accrued.

Notification Requirement: A Lieutenant who seeks to receive compensation while absent on sick leave, must notify his/her immediate supervisor or the Human Resource Director prior to, or within four (4) hours after the time set for reporting to work, or as specified by the Department Head. If the Lieutenant is incapable of providing the required notice, the Lieutenant must provide notice as soon as possible.

Documentation of Illness/Injury: When the absence is for more than three (3) consecutive workdays, the Department Head/Supervisor or Human Resources Director may require a report from a medical provider stating that the employee is/was unable to perform his/her duties or is/was needed for the care of an immediate family member's illness or injury, or other qualified, allowable uses, as noted in this rule. Additionally, if in the Department Head's/Supervisor's opinion the Lieutenant is unable to perform their job duties, a medical report may be required at any time.

Conservative Sick Use: Lieutenants with less than seven hundred twenty (720) hours of accumulated sick leave as of October 1 shall be eligible to receive four (4) hours of vacation for each quarter of the fiscal year in which they did not use any sick leave.

Maximum Usable Balance: As of October 1 of each year, a Lieutenant may not have a usable balance of sick leave exceeding seven hundred and twenty (720) hours.

Compensation for Excess Sick Leave: Lieutenants who have accrued more than the maximum usable balance of sick leave must select one of the following options for compensation of their excess sick leave. Once a Lieutenant has selected an option upon reaching eligibility, that selection may not be changed.

Option One: Employees having accrued more than the usable balance of sick leave shall forfeit all sick leave in excess of the maximum on October 1 of each year. The employee will be paid, in November of the same year for one third (1/3) of the forfeited sick leave. Upon retirement from the City of Coeur d'Alene, employees will be paid for one-third (1/3) of their accrued sick leave balance at the date of retirement up to a maximum of two hundred forty (240) hours.

Option Two: Employees having accrued more than the usable balance of sick leave, will bank the excess sick leave on October 1 of each year. Upon retirement from the City of Coeur d'Alene pursuant to the provisions of Idaho Code, the termination of an employee due to that employee's job being abolished, or the death of the employee, the employee or their beneficiary will be paid for thirty-five percent (35%) of the employee's banked excess sick leave. Banked excess sick leave balance cannot be converted back into usable sick leave. Excess sick leave will continue to be banked each October 1 of each year.

Sick Leave Balance upon Separation: No payment shall be made for accumulated sick leave at the time of separation from employment, except for those who retire from the City of Coeur d'Alene pursuant to the provisions of the Idaho Code. If a sick leave option has been selected, the selected option shall be applicable as stated in the above entitled paragraph "Compensation for Excess Sick Leave."

Lieutenants shall be eligible to participate in the sick leave bank.

(6) **Bereavement Leave**

In the event of a death in the immediate family of a Lieutenant or a possibility thereof, up to 53.35 hours of paid leave of absence shall be granted.

Immediate family is defined as spouse, including documented common law status as per Idaho Code, child, mother, father, legal guardians, brothers, sisters, grandparents, and grandchildren of either spouse. Child is defined as the biological, adopted, foster, stepchild, legal ward or a child of an individual acting in the parent's stead.

Only time taken within thirty (30) days prior to or immediately following a death shall qualify as bereavement leave. An extension of such leave or time taken off for the illness of an immediate family member that does not result in death shall be charged to sick leave, vacation, and/or comp time as the Lieutenant requests in accordance with applicable policies. If a Lieutenant is on vacation or sick leave at the time bereavement occurs, bereavement leave shall be used and time off shall not be charged to vacation or sick leave until bereavement leave is exhausted.

(7) Holidays

The holidays to be observed in this City are as follows:

January 1 (New Year's Day)
Martin Luther King, Jr./Idaho Human Rights Day
Third Monday in February (President's Day)
Last Monday in May (Memorial Day)
July 4
First Monday in September (Labor Day)
November 11 (Veteran's Day)
Thanksgiving Day
The day following Thanksgiving, not observed by Library personnel
Christmas Eve for Library personnel only
December 25 (Christmas Day) and,
The employee's birthday.

Other days may be declared holidays as proclaimed by the President, Governor, or Mayor and City Council of this City.

When a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on a Sunday, the following Monday shall be observed. If a holiday falls on an employee's regularly scheduled time off, equivalent time off shall be granted.

All holiday pay for Lieutenants assigned to the patrol division covered by this Agreement shall be paid in a separate check on or before the 1st of December. Such holiday pay shall be paid at double the Lieutenant's base hourly rate of pay for eighty (80) hours whether or not the Lieutenant worked the holiday. Lieutenants assigned to the patrol division will receive a total of 10.67 hours of time for the birthday holiday.

Lieutenants assigned to the Investigation Division will take a holiday off if the holiday falls on a scheduled workday or the Lieutenant shall be scheduled for time off during the same work period. A Lieutenant will receive a total of eighty-eight (88) holiday hours per fiscal year to apply towards applicable holidays until exhausted, with the number of hours to be paid on the official holiday determined

at the Lieutenant's discretion, but not to exceed the established scheduled work hours until exhausted. A Lieutenant may elect to work or use accrued leave to make up any difference in scheduled hours and total holiday hours. An exception may be on the 4th of July or another holiday where the Chief deems it necessary for the Lieutenant to work on the holiday. When an officer assigned to this Division works a holiday, they shall receive double time pay in the same manner as Lieutenants assigned to the patrol division

It is agreed that all Lieutenants shall be assigned to either the Patrol Division or the Investigative Division for the purpose of calculating holiday pay or shift differential. Investigative Division includes the following assignments: Detectives, School Resource Officers, Drug Task Force, D.A.R.E, Community Relations Officer, Administrative Lieutenant and Training Coordinator. All other assignments are included in the Patrol Division.

(8) Overtime

All overtime shall be paid at one and one half times the hourly rate based on an established work period. Lieutenants who are scheduled to work two consecutive shifts when transferring from Graveyard to Day shift shall be paid at the appropriate overtime pay rate for the second shift.

When Lieutenant is required to report to work on a regularly scheduled day off or when off-duty on a scheduled work day a minimum of three hours pay at overtime/comp time rates shall be paid. ~~When a Lieutenant is required to report to work when off-duty on a scheduled work day a minimum of two hours pay at overtime rates shall be paid.~~ "Work" is defined as the regular duties of the Lieutenant and does not include having to return to work to correct oversights of the Lieutenant.

With Management approval, Lieutenants may receive compensatory (comp) time off in lieu of overtime at a rate of time and one-half for each hour of overtime worked. Lieutenants may not accrue more than 480 hours of comp time as set forth by the Fair Labor Standards Act (FLSA). Upon termination Lieutenants shall receive monetary compensation for accumulated comp time.

(9) Standby Duty

When a Lieutenant is required by his/her department head to be on standby and available for immediate call back, such Lieutenant shall be compensated in the following way: every two (2) hours of required standby shall be compensated at a rate equal to one (1) hour of regular pay or compensatory time off. When a Lieutenant is called to work from standby status, compensation shall be in accordance with the overtime provisions contained in this Understanding. A minimum of four hours at overtime rates shall be paid to Lieutenants called back

on a regularly scheduled day off.

(10) Court Time

Compensation for court time shall be in accordance with the overtime provisions contained in this Understanding. A minimum of three (3) hours at overtime rates shall be paid to Lieutenants required to be in court on a regularly scheduled day off. ~~or A minimum of two hours at overtime rates shall be paid to Lieutenants required to be in court~~ when off-duty on a scheduled workday, except when court duty begins less than two hours before scheduled duty hours. Lieutenants shall call in as directed between 6 p.m. and 10:00 p.m. the day before the scheduled court appearance to verify that their attendance is required.

If a Lieutenant is called off after 10:00 p.m. the day before the scheduled court appearance and prior to the Lieutenant arriving at the station the Lieutenant shall be paid for one (1) hour at overtime rates.

(11) Shift Differential

A shift differential will be paid to Lieutenants who are regularly assigned to work swing, power, or graveyard shifts. Shift differential shall not be paid to Lieutenants on worker's compensation or on extended sick leave in excess of fifteen (15) days. Shift differential compensation shall be twenty-five cents (\$0.25) per hour for swing shift and fifty cents (\$ 0.50) per hour for power and graveyard shift.

(12) Injury Leave

Lieutenants who suffer a service incurred injury or illness who are eligible for temporary time-loss payments under the Worker's Compensation Law shall not have lost duty time deducted from his/her sick leave account for a period not to exceed one (1) year from the date of injury or illness. Any time-loss payments received by a Lieutenant as a result of worker's compensation shall be paid to the City as long as the Lieutenant is continuing to receive base wages. Should a Lieutenant continue to be unable to return to work after one (1) year from the date of injury, the City shall begin to charge the Lieutenant's sick leave account the difference between his/her base wage and the amount of time loss payments received by the City. Such payments shall be credited to the Lieutenant's sick leave account until the sick leave is exhausted or the Lieutenant is released for return to work. Accrued vacation leave may be used at the Lieutenant's discretion after sick leave is exhausted. It is further agreed that any Lieutenant participating in this program shall not receive accrued sick leave during their period of disability. The City may, at its option and expense, require the Lieutenant to be examined by a physician appointed by the City. The examining physician shall provide to the City and the Lieutenant a copy of the physician's medical findings and opinions as to whether or not the Lieutenant is able to perform his or her normal work duties, what duties the Lieutenant is able or unable to perform, and if the Lieutenant is unable to resume normal duties, a

prognosis of when the Lieutenant may be expected to resume normal duties.

(13) Educational Increases:

Lieutenants who earn degrees ~~reasonably related to their job function~~ from accredited colleges shall be paid an additional amount based upon the following schedule.

Associate degree:	\$ 0.192/hour
Bachelor's degree:	\$ 0.3724/hour
Master's degree:	\$ 0.4730/hour

(14) Uniform Allowance: Lieutenants shall be issued uniform items as prescribed by the Police Chief's Uniform Committee and shall be replaced as necessary at no cost to the Lieutenant provided the Lieutenant has not been negligent in the maintenance of such items.

One (1) pair of winter duty shoes and one (1) pair of summer duty shoes approved by the Police Chief shall be furnished to each Lieutenant and shall be replaced on an as-needed basis. Lieutenants are responsible for the proper care and maintenance of duty shoes. Negligent care and maintenance may result in a pro-rated charge for replacement shoes.

The City shall pay reasonable cleaning and minor repair expenses to Lieutenants who are required to wear a uniform and also cleaning expenses for one jacket and one pair of pants/skirt per month for Lieutenants assigned to investigations. Lieutenants will be required to have cleaning services performed by approved cleaning businesses in order to qualify for this benefit. The City shall require the approved cleaning business to provide pick up and delivery service to the police department for uniforms.

Lieutenants assigned to the Investigation Division shall receive four hundred dollars (\$400.00) as clothing allowance for each full year so assigned. If the assignment is for a shorter time period, a pro-rated amount reflecting the actual time so assigned will be paid.

(15) Medical Saving Account (MSA): The City will contribute ~~sixty five seventy-five~~ dollars (\$~~7565~~.00) per month to each Lieutenant's Health Reimbursement Arrangement (HRA) VEBA MSA Plan. In each ensuing year of the contract, the City will increase the monthly HRA VEBA contribution amount by \$5.00.-and will increase the monthly MSA Plan contribution to seventy dollars (\$70.00) effective October 1, 2005.

A Lieutenant who retires from the City of Coeur d'Alene pursuant to the provisions of Idaho Code will receive a lump sum payment to the Lieutenant's

health reimbursement plan for vacation, comp time and eligible sick leave balances.

(16) Life And Disability Insurance

The City will provide life insurance for Lieutenants and dependants as follows:

- a) Lieutenant life insurance shall be \$50,000;
- b) Dependant life insurance shall be \$1,000.00;
- c) Accidental death and dismemberment insurance, Lieutenant only, shall be \$50,000.00.

The City will provide disability insurance which will pay a disabled Lieutenant a minimum of sixty percent (60%) of base wages until age sixty-five (65) after sixty (60) days of lost time. All accrued sick leave shall be used before insurance compensation begins. It is understood and agreed that affected Lieutenants could receive pro-rated vacation leave benefits, if available from the Lieutenant's vacation leave account, to maintain base wages after insurance compensation begins. It is not the intent of this section to provide any benefit that would result in the Lieutenant being compensated in any manner in excess of 100% of the Lieutenant's base wages. No vacation or sick leave shall accrue after sixty (60) days of absence.

(17) Specialty Compensation

Lieutenants assigned to the Investigation Division shall receive specialty compensation in addition to their base wage in the amount of two dollars and twenty-five cents (\$2.25) per hour during said assignment. Specialty compensation will only be in effect during the Lieutenant's actual assignment to the Investigation Division. Specialty Compensation shall not be paid to Lieutenants on worker's compensation or Lieutenants on extended sick leave in excess of fifteen (15) days.

It is agreed that members of the Honor Guard shall be compensated three (3) hours of comp time per month.

- (18) Tuition Reimbursement: The City agrees to reimburse Lieutenants for the cost of tuition at an approved job-related educational courses at accredited colleges and universities which are directly related to the Lieutenant's present position or expected promotional position, but which courses are not required by the City and are attended upon the Lieutenant's personal volition as follows: one hundred percent (100%) with an "A" or "B" grade and eighty (80%) with a "C" grade. All books, supplies and travel expenses shall be paid by the Lieutenant. The courses shall be approved for reimbursement by the Chief of Police thirty (30) days prior to the start of the course and then forwarded to the Human Resources Director.

(19) Miscellaneous: The Police Chief shall authorize car assignments. Any personal use of a City assigned vehicle may be taxable to the Lieutenant as per IRS regulations.

(E) WORK PERIOD

The Patrol Division's scheduled hours are based upon a twenty-eight (28) day work period. The regular scheduled workday for each full-time Lieutenant assigned to the Patrol Division shall be 10 hours and 40 minutes. Unless management deems it necessary to adjust the regular scheduled workday due to a known absence of a Lieutenant for a minimum of twenty-eight (28) days, or a Lieutenant attending training, unless the training was mandated, or during an unforeseen emergency manpower shortage for a period extending longer than seventy-two (72) hours, not including a sick-related absence, the Lieutenant's regular scheduled workday changes will occur as mutually agreed upon with overtime and/or compensation time. The work cycle will be as follows: five days working-four days off, five days working-four days off, five days working-five days off. The work cycle will then start over. All days off will be consecutive. It is understood and agreed that Lieutenants may be scheduled to work more than their scheduled time during a work cycle as requested by a supervisor and/or in order to accommodate the three (3) department required shift changes per year and they shall receive overtime compensation for the additional scheduled hours worked. It is also understood that a Lieutenant may request to adjust their scheduled days off with the approval of the shift supervisor. When this occurs and the Lieutenant's schedule changes the above-noted work cycle, a corresponding reduction in work hours shall be scheduled for an immediately prior or subsequent work cycle. Such additional hours will not be considered overtime worked.

All other police Lieutenants not assigned to the patrol division will work forty (40) hours per week with consecutive days off. Depending upon the assignment, the Lieutenant may work five (5), eight (8) hour days with two (2) consecutive days off or an alternative work schedule with the supervisor's approval. Alternative work schedules shall be based upon a forty (40) hour work week and may consist of more than eight (8) hours per day. An example of an alternative work schedule is a shift consisting of ten (10) hours per day for four (4) consecutive days in a work week. Any additional hours worked shall be with the supervisor's approval and will be overtime. The work week shall be Sunday through Saturday.

Hours and days of work for patrol shall be as described in the Personnel Rules. Work schedules for patrol personnel shall be prepared monthly prior to the first day of the month. Any Lieutenant required to work on a scheduled day off or to extend beyond the end of his normal duty shift shall be paid overtime in accordance with Personnel Rule V, Section 4 or with Paragraph 10 (Court Time) of this Agreement.

Lieutenants may exchange shifts if first approved by the Captain or Police Chief.

- (F) POLICIES AND PROCEDURES: All Lieutenants shall follow all established City and Department policies and procedures, unless specifically exempt. Lieutenants shall abide by City policies and procedures approved by the City Council as listed above and any additional policies and procedures adopted by resolution not incorporated in the personnel rules.
- (G) SUPERVISOR: Lieutenants shall be supervised by the Police Captain and subject to disciplinary action as deemed appropriate by the Police Chief.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this Memorandum of Understanding on behalf of said City, and the Lieutenant has caused the same to be signed, the day and year first above written.

CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

LIEUTENANT

By: _____
Sandi Bloem, Mayor

By: _____

ATTEST:

Susan K. Weathers, City Clerk

STAFF REPORT

DATE: *May 15, 2007*
FROM: *Brandon Russell, Database Administrator*
SUBJECT: *Declare Old Computer Monitors as Surplus*

Decision point:

To declare listed monitors as surplus so it can be auctioned off to free up much needed storage space.

History:

This older hardware cannot effectively be re used internally. These are all CRT monitors being replaced by new bigger LCD's monitors. These old monitors will take up much needed room in our storage areas.

Financial Analysis:

These items are of little value to the city, and cannot be effectively re-used anywhere within the city.

Performance Analysis:

This old equipment is taking up too much space, and makes it difficult to work efficiently in our areas. Declaring this as surplus will free up storage room.

Quality of Life Analysis:

Declaring these items as surplus will allow for Information Technology to auction off older hardware.

Decision point/recommendation:

Approve the listed hardware as surplus so Information Systems can proceed with public silent auction on city website for a two week period of time. Any remaining surplus will be considered zero value, and disposed of.

Library

Item	Brand	Model	S/N	Asset Tag
Monitor 17" CRT	KDS	VS-7P	17458AC45601783	2006
Monitor 17" CRT	KDS	VS-7E	692184178	1653
Monitor 17" CRT	GATEWAY		P007089666	2176
Monitor 17" CRT	KDS		781066637	1588
Monitor 17" CRT	ENVISION		G6CG31A606452	2136

Downstairs Library

Monitor 17" CRT	HP	HP720	KR2082371	2150
Monitor 17" CRT	GATEWAY	VX720	P007087958	2041
Monitor 17" CRT	KDS	786N	WZQD032003838U	2039
Monitor 17" CRT				

Planning

Monitor 21" CRT	VIEWSONIC		423023801693	1896
Monitor 17" CRT	VIEWSONIC		42302320052	1873

Parks

Monitor 19" CRT	VIEWSONIC		no serial!	1957
Monitor 17" CRT	KDS		1745BAA27101943	

PD

Monitor 17" CRT	KDS		681053299	1062
Monitor 17" CRT	KDS		792191570	1511
Monitor 17" CRT	KDS		1192020117	1723
Monitor 17" CRT	KDS		792191572	1730
Monitor 17" CRT	KDS		582133321	2020
Monitor 17" CRT	TOP VICTORY ELECTRONICS		N7HJ01F67294	2075
Monitor 17" CRT	AOC		D761VAC0SPNC	2548

City of Coeur d'Alene

FIRE DEPARTMENT

"City of Excellence"

Staff Report

Date: May 11, 2007

From: Kenny Gabriel, Fire Chief

Re: KCEMSS Master Agreement

DECISION POINT:

Should Mayor and Council approve changes to the Master Agreement between the City of Coeur d'Alene and Kootenai County Emergency Medical Services System (KCEMSS)?

HISTORY:

The City has been part of KCEMSS since January 2001. We have a signed Master Agreement with KCEMSS. The new agreement has a number of house cleaning issues that do not effect any provisions with the City.

FINANCIAL ANALYSIS:

No financial impact to the City.

PERFORMANCE ANALYSIS:

The changes proposed include removing a board member from a "private" entity as well as contract changes to two different entities. Our Legal Department has reviewed and approved the changes.

DECISION POINT/RECOMMENDATION:

Sign the revised Master Agreement with KCEMSS.

**MASTER JOINT POWERS AGREEMENT FOR THE
PROVISION OF EMERGENCY AND NON-EMERGENCY MEDICAL SERVICES
IN KOOTENAI COUNTY, IDAHO**

THIS AGREEMENT is made by and between **Kootenai County**, State of Idaho, (Hereinafter referred to as "Kootenai County"), the **Kootenai County Emergency Medical Services System**, (Hereinafter referred to as "the System"), **Northern Lakes Fire Protection District** (Hereinafter referred to as "Northern Lakes"), **Kootenai County Fire and Rescue** (Hereinafter referred to as "Kootenai Fire"), the **City of Coeur d'Alene**, State of Idaho, (Hereinafter referred to as "Coeur d'Alene"), **Timberlake Fire Protection District**, (Hereinafter referred to as "Timberlake"), **Spirit Lake Fire Protection District**, (Hereinafter referred to as "Spirit Lake"), **Worley Fire Protection District**, (Hereinafter referred to as "Worley Fire"), **Mica-Kidd Island Fire Protection District**, (Hereinafter referred to as "M-K Fire"), and **Hauser Lake Fire Protection District**, (Hereinafter referred to as "Hauser Fire").

RECITALS

A. All of the parties hereto desire to combine and unify pre-hospital emergency medical services, including emergency and non-emergency medical transport services, throughout Kootenai County, and to provide for certainty, consistency and economy in the management and delivery of those services.

B. Chapter 39, Title 31, Idaho Code provides that a county may establish an ambulance service for residents of the county and also enter into cooperative agreements with other governmental entities, private individuals, and corporations, to provide ambulance service for the county, portions thereof, and adjacent counties.

C. The Kootenai County Board of Commissioners, in its capacity as the governing board of the Kootenai County Ambulance District pursuant to Chapter 39, Title 31, Idaho Code, is ultimately responsible for the provision of emergency medical services in Kootenai County. Kootenai County currently holds an advanced life support level 1 EMS transport license issued by the State of Idaho.

D. Idaho Code §§ 67-2326 through 67-2333 provides that public agencies may enter into agreements with one another for joint or cooperative action which includes, but is not limited to, joint use, ownership and/or operation agreements. This Agreement is, and shall be construed as, a joint powers agreement enacted pursuant to the authority cited in the above-cited sections of Idaho Code.

E. The System is a joint administrative entity formed pursuant to Kootenai County Code § 2-3-4 for the express purpose of providing for joint management, provision and maintenance of pre-hospital emergency and non-emergency medical services, including medical transport services, in Kootenai County by the fire districts located within Kootenai County and by the City of Coeur d'Alene. It is the desire of both Kootenai County and the System to retain this cooperative fire-based system for the exclusive provision of Basic, Intermediate, and

Advanced (Paramedic) life support medical services to the County. The System is listed as the administrative agency on Kootenai County's EMS license.

F. The parties to this Agreement other than Kootenai County and the System mutually desire to assist in providing emergency medical services to the residents of Kootenai County, including ambulance transport services. They shall be collectively referred to hereafter as “medical service providers.”

FOR AND IN CONSIDERATION of the mutual covenants and promises herein set forth, and for other good and valuable consideration hereby acknowledged by the parties to this Agreement as having been received, the parties mutually promise, covenant and agree as follows:

COMMON TERMS

1.1. **Purpose:** Kootenai County, by the terms of this Agreement, hereby authorizes the System, by itself and with the agreement and assistance of the other medical service providers who are party to this Agreement, to operate and manage Kootenai County's pre-hospital emergency medical services system, including paramedic, intermediate and basic life support services, and emergency and non-emergency medical transport services. The System shall be operated by a joint powers board (hereinafter referred to as “JPB”) and shall be the party hereto who shall be primarily responsible for organizing and managing the provision of emergency and non-emergency medical services in Kootenai County.

1.2. **Term:** The initial term of this Agreement shall be deemed to have commenced at 12:01 a.m. on October 1, 2004, and shall terminate at 12:01 a.m. on October 1, 2007.

1.3. **Withdrawal Rights:** No party shall withdraw from this Agreement except under one or more of the following circumstances:

1. the party seeking to withdraw is insolvent;
2. there has been a judicial determination that it is unlawful for the party to continue to perform under the terms of this Agreement;
3. payments to a party as set forth in this Agreement are at least ninety (90) days past due; or
4. a material breach of any other term of this Agreement has occurred.

A party seeking to withdraw from this Agreement shall give the System and Kootenai County at least fourteen (14) days' written notice before such withdrawal shall become effective. A withdrawal for reasons (3) or (4) above shall be null and void, and have no force or effect, if the condition(s) giving rise to the withdrawal are cured to the reasonable satisfaction of the party seeking to withdraw, by the System and/or Kootenai County within fourteen (14) days after the date on which notice of withdrawal is received by the System or Kootenai County, whichever is later.

1.4. **Termination.**

1.4.1. For Cause. This Agreement may be terminated for cause with respect to any party found by the System or Kootenai County to be in default of this Agreement with fourteen (14) days' written notice to the defaulting party specifying the reasons for the default; provided, however, that such termination shall be null and void, and have no force or effect, if the default is cured to the reasonable satisfaction of the System and/or Kootenai County within fourteen (14) days after the date on which notice of withdrawal is received by the defaulting party. "Default," for purposes of this subsection, shall mean any violation or breach of any covenant, agreement, term or condition of this Agreement, or the failure to keep or perform any covenant, agreement, term or condition of this Agreement.

1.4.2. Effect of Termination of Party for Cause. The termination of any party for cause pursuant to this subsection shall not constitute a termination of the entire Agreement, and the System and remaining medical service providers hereto shall continue to arrange to provide service to Kootenai County for the remainder of the contract term.

1.4.3. Effect of Withdrawal of Party. The withdrawal of any one party from this Agreement pursuant to Section 1.3 above shall not constitute a termination of the entire Agreement, and the System and remaining medical service providers hereto shall continue to arrange to provide service to Kootenai County for the remainder of the contract term.

1.5. **Renewals and Earned Extensions:** It is further agreed to by the parties hereto that prior to the end of each term, and so long as the material terms of this Agreement have been fulfilled by the System, the System shall have the option, at its sole discretion, to renew this Agreement with Kootenai County for an additional term of one (1) year, on the same terms and conditions as set forth herein, except that the System shall also have the right to negotiate a reasonable tax levy and user fee increase with Kootenai County prior to the System exercising its option to renew this Agreement. The System must provide Kootenai County with written notice of its intent to exercise its option to renew no later than sixty (60) days prior to the expiration of the then-current term; provided, that submittal of an annual budget to the Kootenai County Board of Commissioners for the succeeding fiscal year shall be sufficient to satisfy this requirement. Prior to giving notice of its intent to exercise its option to renew this Agreement, the System shall meet with all of the medical service providers who are parties thereto and negotiate the amounts of the monthly payments and other specific conditions required to renew their continued performance under this Agreement for the next term.

1.6. **EMS Standards:** It is further agreed by all of the parties hereto that they shall all abide by the applicable standards and requirements of the Idaho Department of Health and Welfare, EMS Bureau, as set forth in the Rules for EMS Personnel, IDAPA 22.01.06, the Rules Governing Emergency Medical Services, IDAPA 16.02.03, and Standards Manuals as developed and published by the EMS Bureau, as well as the Kootenai County EMS Ordinance and all other relevant statutes, ordinances and administrative rules developed and enacted by federal, state, or local government.

1.7. **Response Times:** The parties hereto further mutually covenant and agree that the System and all medical service providers herein shall take reasonable steps to provide for the best available response times to medical incidents within the County, and particularly to emergency medical incidents.

1.8. **Insurance:** The parties hereto mutually covenant and agree that each of the medical service providers hereto shall indemnify, defend and hold harmless the System and Kootenai County and their officers, agents and employees, from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of the medical service providers' agents, employees or representatives under this Agreement to the extent allowed by law.

Further, the System agrees to indemnify, defend and hold harmless the medical service providers and Kootenai County and their officers, agents and employees, from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of the System and its agents, employees or representatives, excluding Kootenai County and the medical service providers who are party hereto, and including the System's Medical Director(s), under this Agreement to the extent allowed by law.

Further, Kootenai County agrees to indemnify, defend and hold all of the other parties to this Agreement harmless from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Kootenai County, its agents, employees or representatives under this Agreement to the extent allowed by law.

Notwithstanding the above provisions:

1.8.1. The System agrees to maintain liability and collision insurance on the vehicles which it owns, including the ones that it is allowing various medical service providers hereto to use, as stated in more detail later in this Agreement.

1.8.2 Except as provided in Paragraph 1.8.1 above, each of the parties hereto shall maintain a comprehensive general liability insurance policy, or equivalent self-insurance, at all times during the term of this Agreement, including coverage against any and all suits, claims, losses, actions, damages or liability for injury to persons or damage to property arising out of or in connection with the said party's acts. Said insurance policies shall have a limit of at least five hundred thousand dollars (\$500,000.00) with respect to claims brought pursuant to the Idaho Tort Claims Act, Idaho Code § 6-901 *et seq.*, and at least two million dollars (\$2,000,000.00) for all other claims.

It is further agreed that each party hereto shall provide the System and Kootenai County with proof of insurance consistent with the above provisions within ten (10) days following their signing of this Agreement.

1.9. **Best Efforts:** All of the parties hereto further mutually covenant and agree to deal with each other, at all times, in good faith, particularly with respect to Kootenai County's review of the System's performance levels and standards, their approval of the System's user fee

schedule and annual budget. The parties agree to do all things, to the extent reasonably practicable, to settle disputes amicably and quickly, and to forge a mutually beneficial and long lasting working relationship.

1.10. **Reporting.**

1.10.1 Reports by the System to Kootenai County. The parties further covenant and agree that the System shall provide Kootenai County with a written Annual Report concerning the status of the System's operation, no later than the end of February following each year that this Agreement is in effect. The report will include, at a minimum, a certified copy of the System's audited financial statement for the previous fiscal year, as well as key performance data. The Chief Officer for the System shall present the report on behalf of the JPB. The JPB and/or the Chief Officer for the System shall also meet with Kootenai County's Board of Commissioners as requested, in order to discuss the status of the System's operation and state of affairs.

1.10.2. Reports by Medical Service Providers to the System. Each medical service provider agrees to:

- Utilize the FieldSaver software program for report writing and billing purposes as provided by the System;
- Have an independent audit or similar independent financial review completed annually by an entity not affiliated with the medical service provider, and furnish the System with a copy thereof;
- Comply with any request by the System for response, billing, budget, or demographic information concerning the medical service provider, and
- Submit reports to the Idaho Department of Health and Welfare, EMS Bureau, at such times and in such manner as the EMS Bureau may require.

Failure to comply with any provision of this subsection by any medical service provider shall entitle the System to withhold any monies payable to the provider under Section 1.15 below until the provider complies with such provision(s).

1.11. **User Fees:** Kootenai County hereby authorizes the System to retain all user fees the System bills and collects from System users for pre-hospital emergency and non-emergency medical services within Kootenai County, including inter-facility transports and standbys in which System equipment is utilized. The parties further agree that the System and the medical service providers hereto will meet and confer on any proposed changes to the user fee schedule before the JPB determines what proposed changes to the user fee schedule, if any, should be recommended annually to the Kootenai County Board of Commissioners for their final approval.

1.12. **Budget and Levy:** In addition, the System shall annually submit a budget to the Kootenai County Board of Commissioners, via the Kootenai County Finance Director, for purposes of establishing the amount of County tax revenues that the System believes it shall require in order to administer the duties of the System and the medical service providers pursuant to the terms of this Agreement. The System shall present the budget to Kootenai County on or

before the first day of August of each year that this Agreement is in effect. Prior to doing so, the System shall have first met and conferred with the medical service providers hereto. The budget shall include all costs of operation, including those amounts due to the medical service providers hereto, and an estimate of anticipated revenues. Upon approval of the System's budget by the Kootenai County Board of Commissioners, the County Commissioners shall then set the amount of the County's emergency medical services levy in an amount sufficient to fund that portion of the System's budget that is to be funded by County tax revenue. Kootenai County shall collect the taxes due pursuant to said levy and then provide those revenues to the System.

1.13. **Waiver of Charges:** The parties further mutually covenant and agree that Kootenai County shall waive all fees, assessments, or other charges for county services related to the operation of the System, to the extent permitted by law, except as may be provided pursuant to subsequent mutual agreement.

1.14. **Stationing of Vehicles:** Notwithstanding any other provision of this Agreement, each medical service provider shall ensure that all ambulances and paramedic vehicles used in the provision of EMS services pursuant to this Agreement are stationed within the System's service area. Ambulances and paramedic vehicles shall be used for the provision of EMS services only.

1.15. **Compensation:** The monthly compensation to be paid to each medical service provider shall be as determined and approved by the JPB in the annual budget of the System; provided, however, that the withdrawal of a medical service provider from the System pursuant to Section 1.3 above, or the termination of a medical service provider from the System for cause pursuant to Subsection 1.4.1 above, shall relieve the System of any obligation under this section beginning on the effective date of withdrawal or termination.

ADDITIONAL RESPONSIBILITIES OF KOOTENAI COUNTY

2.1. **EMS Levy:** Kootenai County shall assess and collect the county EMS tax levy and pay all amounts collected to the System periodically as the tax revenues are received by Kootenai County, with the two major annual payments occurring in January and July of each year that this Agreement is in effect. The County shall also promptly pay any monies to the System that it receives from the State of Idaho or Federal Government in the form of a fee or subsidy for County EMS providers.

2.2. **Financial Advice:** Kootenai County shall make available one of its financial managers to the System from time to time in order to stay apprised of the System's financial situation and to consult with the JPB concerning the same.

2.3. **Legal Counsel:** Kootenai County may make available one or more of its staff attorneys to the System from time to time in order to provide legal advice to the System, and to consult with the JPB concerning the same, to the extent that the provision of such advice does not give rise to a conflict of interest between the System and Kootenai County, or to the extent that any such conflict is waived by the County and the System. Nothing in this provision shall prevent the System from employing or retaining legal counsel of its choice.

ADDITIONAL RESPONSIBILITIES OF THE SYSTEM

3.1. **Joint Powers Board:** The System shall be governed by the JPB, whose members shall be selected in accordance with the terms set forth in the Joint Powers Agreement and the System's bylaws. The JPB shall meet regularly and their representatives shall have the responsibility to set the annual user fee schedule and the annual budget for ultimate approval by the Kootenai County Commissioners. The JPB shall be primarily responsible for administering this Agreement. The JPB shall also meet regularly and confer with the medical service providers hereto, and other advisors, in order to approve System medical protocols, policies and procedures.

3.2. **Chief Officer:** The System shall have a Chief Officer who shall be primarily responsible for developing, coordinating and implementing the policies and procedures to be followed by the medical service providers hereto while providing medical services to Kootenai County. The System will assist in providing training to the medical service providers on System medical protocol and other operation procedures.

3.3. **Medical Director:** The System shall contract with one or more qualified physicians, or a group of physicians, to act as the System's Medical Director(s). The System shall work with the Medical Director(s) to develop and implement a satisfactory medical control plan for the provision of medical services in Kootenai County. The Medical Director(s) and the Chief Officer shall provide System personnel with reasonable training on the medical protocols.

3.4. **Billing:** The System will provide for an efficient method by which the charges for the services of the medical service providers hereto can be billed and collected, including the option of having certain providers do their own billing at the System's discretion.

3.5. **Payments to Providers:** The System shall have the responsibility to pay the medical service providers for their services as determined and approved by the JPB in the annual budget of the System.

3.6. **Vehicles.**

3.6.1. Procurement. All ambulances and paramedic vehicles purchased by the System shall be inspected by a mechanic acceptable to the System prior to acceptance, and shall comply with the following standards:

- National Truck Equipment Association, Ambulance Manufacturers Division (AMD) Standards 001 through 009;
- American Society for Testing and Materials (ASTM) Standard F1230; and
- Federal Specifications for the Star of Life Ambulance Standard KKK-A-1822D.

The System shall comply with all applicable laws regarding the procedure for procurement of goods and/or services.

3.6.2. Insurance. The System shall provide collision and liability insurance for all System-owned vehicles. Medical service providers which own their own ambulances and/or paramedic vehicles which are used to provide EMS service as part of this Agreement shall provide and pay for collision and liability insurance for said vehicles.

3.6.3. Maintenance, Repair, and Fuel Expenses.

3.6.3.1. *System-Owned Vehicles.* It shall be the responsibility of all medical service providers to ensure that all System-owned vehicles are properly maintained as follows:

- Each vehicle shall be serviced every 3,000 miles;
- Each vehicle shall be kept clean on the inside and outside and shall be waxed;
- All windshields and windows of each vehicle shall be inspected weekly;
- Each vehicle shall be given a bumper-to-bumper maintenance check semiannually by a mechanic authorized by the System; and
- Such other maintenance shall be performed as may be required by the JPB or the Chief Officer.

All medical service providers shall promptly report any necessary repairs, including cracks or chips in any windshields or windows, to the System so that the repair work can be scheduled as soon as possible. The System shall pay for maintenance and fuel expenses for all System-owned vehicles; provided, however, that any cost or expense incurred by the System as a result of a failure to comply with any requirement contained in this subsection, including but not limited to the cost of any necessary repairs or maintenance, shall be reimbursed to the System by the medical service provider. Fuel cards issued by the System shall be used to fuel System-owned vehicles only. All System-owned vehicles shall be subject to inspection by the JPB, Chief Officer, or System staff at any time.

3.6.3.2. *Vehicles Owned by Medical Service Providers.* Medical service providers which own their own ambulances and/or paramedic vehicles which are used to provide EMS service as part of this Agreement shall pay for the insurance costs and all maintenance, repair, and fuel expenses for such vehicles. Any cost or expense incurred by the System as a result of a failure to comply with any requirement contained in this subsection, including but not limited to the cost of any necessary repairs, maintenance, or the temporary use of a System-owned vehicle, shall be reimbursed to the System by the medical service provider.

3.7. **Other Equipment and Supplies:** The System will provide the equipment and supplies that are reasonably necessary to stock the ambulances and paramedic vehicles owned by the System.

SPECIFIC TERMS REGARDING NORTHERN LAKES

4.1. **Staffing:** Northern Lakes shall provide the System with sufficient personnel to staff one (1) ambulance at the minimum ILS level, which shall be available to respond to any location served by the System. The district shall also provide a minimum of one (1) paramedic per shift, who shall be available to respond to any location served by the System. This staffing

shall be in effect twenty-four (24) hours per day, seven (7) days per week. Said personnel shall remain the employees of the district at all times, and the district shall be responsible for payment of wages, benefits, and payroll associated taxes.

4.2. **Vehicles:** The System will provide two (2) ambulances and one (1) fully equipped paramedic vehicle for the district to use. This is to include heart monitors appropriate for the level of care each unit can provide and in proper working order subject to budgetary consideration. These ambulances and paramedic vehicle shall be stationed at locations within the fire district that the fire chief deems to be reasonable in order to fulfill the fire district's obligations pursuant to this Agreement.

SPECIFIC TERMS REGARDING KOOTENAI FIRE

5.1. **Staffing:** Kootenai Fire shall provide the System with sufficient personnel to staff one (1) ambulance at the minimum ILS level, which shall be available to respond to any location served by the System. This staffing shall be in effect twenty-four (24) hours per day, seven (7) days per week. The district will also provide a minimum of one (1) paramedic to the System whenever possible. The district shall also provide sufficient personnel to operate one (1) reserve ambulance, which shall be available to respond to any location served by the System. Said personnel shall remain the employees of the district at all times, and the district shall be responsible for payment of wages, benefits, and payroll associated taxes.

5.2. **Vehicles:** The System shall provide the district with the use of two (2) ambulances and one (1) paramedic vehicle, which shall be fully equipped by the System. This is to include heart monitors appropriate for the level of care each unit can provide and in proper working order subject to budgetary consideration. These ambulances and paramedic vehicle shall be stationed at locations within the fire district that the fire chief deems to be reasonable in order to fulfill the fire district's obligations pursuant to this Agreement.

SPECIFIC TERMS REGARDING COEUR D'ALENE

6.1. **Staffing:** Coeur d'Alene shall provide the System with sufficient personnel to staff two (2) ambulances at the minimum ILS level. Coeur d'Alene shall also provide a minimum of one paramedic per shift, who shall be available to respond to any location served by the System. This staffing shall be in effect twenty-four (24) hours per day, seven (7) days per week. Said personnel shall remain the employees of Coeur d'Alene at all times, and the city shall be responsible for payment of wages, benefits, and payroll associated taxes.

6.2. **Vehicles:** The System shall provide two (2) ambulances and one (1) fully equipped paramedic vehicle for the city to use. This is to include heart monitors appropriate for the level of care each unit can provide and in proper working order subject to budgetary consideration. These ambulances and paramedic vehicle shall be stationed at locations within the city that the fire chief deems to be reasonable in order to fulfill the city's obligations pursuant to this Agreement.

SPECIFIC TERMS REGARDING TIMBERLAKE FIRE

7.1. **Staffing:** Timberlake Fire Protection District is located to serve the Athol and Bayview areas of Kootenai County. The District shall provide the System with sufficient personnel to staff one (1) ambulance at the minimum ILS level, which shall be available to respond to any location served by the System on a twenty-four (24) hour basis, seven (7) days per week. Said personnel shall remain the employees of the District at all times, and the District shall be responsible for payment of wages, benefits, and payroll associated taxes.

7.2. **Vehicles:** The System shall provide the District with the use of one (1) ambulance, which shall be fully equipped by the System. The ambulance shall be stationed at locations within the fire district that the fire chief deems to be reasonable in order to fulfill the fire district's obligations pursuant to this Agreement.

SPECIFIC TERMS REGARDING SPIRIT LAKE FIRE

8.1. **Staffing:** Spirit Lake Fire Protection District is located to serve the Spirit Lake area of Kootenai County. The District shall provide the System with sufficient personnel to staff one (1) ambulance at the minimum ILS level, which shall be available to respond to any location served by the System on a twenty-four (24) hour basis, seven (7) days per week. Said personnel shall remain the employees of the District at all times, and the District shall be responsible for payment of wages, benefits, and payroll associated taxes.

8.2. **Vehicles:** The System shall provide the District with the use of one (1) ambulance, which shall be fully equipped by the System. The ambulance shall be stationed at locations within the fire district that the fire chief deems to be reasonable in order to fulfill the fire district's obligations pursuant to this Agreement.

SPECIFIC TERMS REGARDING ALL OTHER MEDICAL SERVICE PROVIDERS HERETO

9.1. **All Other Medical Services Providers:** All other medical service providers who are party to this Agreement are fire districts that agree to provide first responder services to the geographical areas in which they are located, and to provide mutual aid when they have available resources to do so. They agree to provide at least a first response (BLS) level of medical services to their areas to the best of their ability. All of these other medical service providers agree to provide and be financially responsible for their own personnel, to provide for their own liability, collision and property insurance, and to maintain annual agency licensure through the Idaho EMS Bureau as required by statute or administrative rule at a licensure level appropriate to the level of service being provided. Notwithstanding the above provisions, the System agrees to maintain liability and collision insurance on the vehicles which it owns and is allowing various medical service providers hereto to use.

9.2. **Compensation – Additional Terms:** The System shall pay the budgeted monthly payment obligations to these providers on or before the last day of each month that this

Agreement is in effect in accordance with the provisions of Section 1.15 above; provided, however, that the System shall have the flexibility to pay these other medical service providers their annual payments from a combination of monthly payments and/or other lump sum installment payments from tax levy installments the System receives from Kootenai County from time to time.

REMAINING COMMON TERMS

10.1. **Binding Agreement:** This Agreement shall be binding on and shall inure to the benefit of all of the parties hereto. The parties further agree that in order for any modification of this Agreement to be effective, it must be in writing and signed by the parties hereto. This Agreement contains the entire and complete agreement and understanding of the parties, and there are no other agreements, understandings, representations, warranties, or conditions except as stated herein, whether oral or written. This Agreement is the final Agreement of the parties and supersedes all prior agreements, understandings, representations, warranties, and conditions between the parties relating to its subject matter.

10.2. **Agreements with Other Medical Service Providers.** Pursuant to Kootenai County Code §§ 2-3-4(D) and 2-3-12, the System and Kootenai County may enter into agreements with medical service providers other than those which are parties to this Agreement in order to provide for EMS services to those portions of the KCEMSS service area other than those which are served by the parties to this Agreement and/or to provide mutual aid to the System or any medical service provider operating within Kootenai County. Such agreements may be with public or private entities, and may incorporate any of the terms and conditions contained herein, and any other terms and conditions as the parties may deem appropriate. Such agreements shall not authorize a medical service provider to directly compete with any party to this Agreement for the provision of EMS services.

10.3. **Invalidity:** If any portion of this Agreement is determined to be invalid or unenforceable as a matter of law, such invalidity or lack of enforcement shall be limited to such portion, and shall not affect any other portions or provisions, which shall be given the fullest effect permitted by law. In the event that it should ever be determined by a tribunal having appropriate jurisdiction that this Agreement is illegal or unenforceable as a matter of law, this Agreement shall be deemed to be null and void, from its inception, and the parties hereto shall be relieved of any further performance under the terms of this Agreement. In the event that Kootenai County should fail to fund the System as set forth above, the System and the medical service providers hereto shall be relieved of any further performance under the terms of this Agreement.

10.4. **Comprehension:** The parties hereto further mutually covenant, agree and represent, that the terms of this Agreement have been completely read by them and that the terms of this Agreement are fully understood, binding and voluntarily accepted by them.

10.5. **Legal Counsel:** The parties hereto further covenant and agree that this Agreement, in an effort to save on expenses and attorney fees, has been prepared or reviewed by attorneys who represent various fire districts and other parties hereto, and by an attorney who

provides legal advice to Kootenai County as well as to the System. All of the parties hereto agree that in order to avoid a conflict of interest, if any party hereto determines it to be advisable, they shall have the right to have this Agreement reviewed with an attorney of their own choosing prior to their execution of this Agreement. The signatures of the parties to this Agreement acknowledge their understanding of this provision, their waiver of any conflict of interest, and that they either did have legal counsel review this Agreement, or knowingly, freely and voluntarily waived their right to do so.

10.6. **Governing Law:** This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho.

10.7. **Attorney Fees:** Reasonable attorney fees shall be awarded to the prevailing party or parties in any action concerning an alleged breach of this Agreement, or in any action to enforce this Agreement or to declare forfeiture or termination thereof, as determined by the court in accordance with the applicable provisions of the Idaho Rules of Civil Procedure.

EXECUTED THIS _____ day of _____, 2007, upon a roll call vote of the **Board of County Commissioners of Kootenai County, Idaho.**

Chairman

Deputy Clerk

EXECUTED THIS _____ day of _____, 2007, upon a roll call vote of the **Board of Commissioners for the Kootenai County Emergency Medical Services System.**

President of the Board

Secretary to the Board

EXECUTED THIS _____ day of _____, 2007, upon a roll call vote of the **Board of Commissioners for the Northern Lakes Fire Protection District.**

President of the Board

Secretary to the Board

EXECUTED THIS _____ day of _____, 2007, upon a roll call vote of the **Board of Commissioners for Kootenai County Fire and Rescue.**

President of the Board

Secretary to the Board

EXECUTED THIS _____ day of _____, 2007, upon a roll call vote of the **City Council of the City of Coeur d'Alene.**

Mayor

City Clerk

EXECUTED THIS _____ day of _____, 2007, upon a roll call vote of the **Board of Commissioners for the Timberlake Fire Protection District.**

President of the Board

Secretary to the Board

EXECUTED THIS _____ day of _____, 2007, upon a roll call vote of the **Board of Commissioners for the Spirit Lake Fire Protection District.**

President of the Board

Secretary to the Board

EXECUTED THIS _____ day of _____, 2007, upon a roll call vote of the **Board of Commissioners for the Worley Fire Protection District.**

President of the Board

Secretary to the Board

EXECUTED THIS _____ day of _____, 2007, upon a roll call vote of the
Board of Commissioners for the Hauser Lake Fire Protection District.

President of the Board

Secretary to the Board

EXECUTED THIS _____ day of _____, 2007, upon a roll call vote of the
Board of Directors for the Mica-Kidd Island Fire Protection District.

President or Chairperson of the Board

Secretary to the Board

General Services Committee

Date: May 7, 2007

From: Kenny Gabriel, Fire Chief

Re: Department of Lands Rental Agreement

DECISION POINT: For Mayor and City Council to approve this years Equipment rental agreement with Idaho Department of Lands (IDL).

HISTORY: The Coeur d'Alene Fire Department has been a part of the IDL immobilization plan for Wildland fires for Eight years. Each year they evaluate the reimbursement rates and set a new fee schedule.

FINANCIAL ANALYSIS: This agreement covers our expenses in the event we send an apparatus and personnel to a Wildland fire out of the area. We can also see an excess of funds associated with this proposal.

PERFORMANCE ANALYSIS: The City of Coeur d'Alene is the only City in the State to have a mutual aid agreement with IDL. If we have a fire in the City the respond and do not charge for their services, including the helicopter for water drops. It is also an invaluable training tool to send our personnel to out of areas fires. Even if we were to break even, that onto itself is worth the trip.

QUALITY OF LIFE ANALYSIS: As stated, we do have a mutual aid agreement with IDL, they respond for free into the City and pay us to respond out of the City.

DECISION POINT/RECOMMENDATION: For the Mayor and City Council to approve the new apparatus rental rates.

EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. ORDERING OFFICE (name and address) MICA FIRE PROTECTION DISTRICT 3706 INDUSTRIAL AVENUE COEUR D'ALENE ID 83815		AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT 2. AGREEMENT NUMBER IDL-220-07-01 3. PG 1 OF 4	
4. CONTRACTOR a. name and address CITY OF COEUR D'ALENE FIRE DEPARTMENT 320 FOSTER COEUR D'ALENE ID 83814 b. EIN/SSN: 82-6000176		3. EFFECTIVE DATES a. beginning 6-15-07 b. ending 12-31-07 5. POINT OF HIRE (location when hired) At location of hire 6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> GOVERNMENT	
b. telephone number (day) 208 769-2340	d. telephone number (night) 208 664-2615	7. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT	

8. TYPE OF CONTRACTOR ("X" appropriate boxes)
 SMALL BUSINESS LARGE BUSINESS SMALL DISADVANTAGED OWNER WOMEN OWNED LABOR SURPLUS AREA GOVERNMENT EMPLOYEE

9. ITEM DESCRIPTION (include make, model, year, serial number and accessories)	10. NUMBER OF OPERATORS	11. WORK OR DAILY		12. SPECIAL		13. GUARANTEE (8 or more hours)
		a. rate	b. unit	a. rate	b. unit	
a. 1985 MACK/GRUMMAN E1 S/N 1MZH144C9GM0C1187 LICENSE #F413 FOAM 5%	4	FULLY 2513.70	OPERATED DAY	RATES 179.55	HR	N/A
b. 1985 MACK/GRUMMAN E1 S/N 1MZH144COGMOO 1188 LICENSE F414 FOAM 5%	4	2513.70	DAY	179.55	HR	N/A
c. 1999 E-One E1 S/N 4EN3AAA82X1001059 LICENSE F409 FOAM 5%	4	2513.70	DAY	179.55	HR	N/A
d. 1986 CHEVY 4X4 1 TON WE6 SN 1GBJK34W1GJ160914 LICENSE F1258	2	1425.00	DAY	105.00	HR	N/A
e. 1999 CHEVY BLAZER UTILITY S/N 1GN0T13W2X216107 LICENSE F407	1	UNOPER 52.00	RATES DAY	.23	MILE	N/A
f. 1988 GMC 2 Ton WE4 S/N 1GDM7D1E5JV505207 LICENSE F1843	2	836.00	DAY	60.00	HR	N/A
g. 1999 CHEVY BLAZER UTILITY S/N 1GN0T23W2X2A6S079 LICENSE F 6	1	52.00	DAY	.23	MILE	N/A

14. SPECIAL PROVISIONS
 Hourly rate applies to first and last day, not to exceed daily rate. NRCG supplemental terms and conditions to the general clauses are included in the rate book and incorporate herein. If a second operational period is required, the following amounts apply as the daily rates, E1=\$4,565.00, WE6=\$2,807.00.

Fiver percent of the unoperated rate has been added for foam metering capabilities as applicable (see above). Number of personnel is minimum per shift.

The utilities and sedan shall be paid unoperated daily rates plus mileage. A copy of this agreement, with associated documentation, must be returned to the Mica FPD, Idaho Department of Lands for Payment! Any questions call 208-769-1577.

15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE	16. DATE	17. CONTRACTING OFFICER'S SIGNATURE	18. DATE
19. PRINT NAME AND TITLE SANDY BLOEM, MAYOR		20. PRINT NAME AND TITLE GARY C. DARRINGTON, RESOURCE SUPERVISOR	

2. ORDERING OFFICE (name and address) MICA FIRE PROTECTION DISTRICT 3706 INDUSTRIAL AVENUE COEUR D'ALENE ID 83815				Agreement Number Must Appear On All Papers Relating To This Agreement 4. AGREEMENT NUMBER IDL-220-06-01 5. PG 4 OF 4			
3. EFFECTIVE DATES							
			a. beginning 6-15-06	c. ending 12-31-06			
14. CONTRACTOR a. name and address CITY OF COEUR D'ALENE FIRE DEPARTMENT 320 FOSTER COEUR D'ALENE ID 83814 b. EIN/SSN: 82-6000176			15. POINT OF HIRE (location when hired) At location of hire 16. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> GOVERNMENT				
c. telephone number (day) 208 769-2340	d. telephone number (night) 208 664-2615	17. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT					
18. TYPE OF CONTRACTOR ("X" appropriate boxes) <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> LARGE BUSINESS <input type="checkbox"/> SMALL DISADVANTAGED OWNER <input type="checkbox"/> WOMEN OWNED <input type="checkbox"/> LABOR SURPLUS AREA <input type="checkbox"/> GOVERNMENT EMPLOYEE							
19. ITEM DESCRIPTION (include make, model, year, serial number and accessories)		20. NUMBER OF OPERATORS	21. WORK OR DAILY		22. SPECIAL		23. GUARANTEE (8 or more hours)
			a. rate	b. unit	a. rate	b. unit	
a. 2004 INTERNATIONAL AMBULANCE S/N 1HTMRAAMX4H650544 LICENSE #C13360		2	FULLY 375.00	OPERATED DAY	RATES 9.25	MILE	N/A
b. 2005 DODGE DAKOTA PICKUP S/N 1D7HW48N355149870 LICENSE #F1891		1	41.00	DAY	0.18	MILE	N/A
c. 12005 FORD F250 4X4 PICKUP S/N 1FTSW21Y95EB87482 LICENSE F1842		1	52.00	DAY	0.23	MILE	N/A
d. KAWASAKI MULE ATV S/N JK1AFCJ186B507876 LICENSE # M533		1	80.00	DAY	N/A	N/A	N/A
e. Honda portable pumps (2) S/N WASJ-1004197 S/N WASJ-1004190		1	60.00	DAY	N/A	N/A	N/A
f. Dayton 4" 625gpm portable pump Model # 3P653B		1	60.00	Day	N/A	N/A	N/A
g.							
19. SPECIAL PROVISIONS Hourly rate applies to first and last day, not to exceed daily rate. NRCG supplemental terms and conditions to the general clauses are included in the rate book and incorporate herein. If a second operational period is required, the following amounts apply as the daily rates, E1=\$4,565.00, WE6=\$2,807.00. Fiver percent of the unoperated rate has been added for foam metering capabilities as applicable (see above). Number of personnel is minimum per shift. The utilities and sedan shall be paid unoperated daily rates plus mileage. A copy of this agreement, with associated documentation, must be returned to the Mica FPD, Idaho Department of Lands for Payment! Any questions call 208-769-1577.							
20. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE			21. DATE	22. CONTRACTING OFFICER'S SIGNATURE		23. DATE	
21. PRINT NAME AND TITLE SANDY BLOEM, MAYOR				22. PRINT NAME AND TITLE GARY C. DARRINGTON, RESOURCE SUPERVISOR			

STAFF REPORT

DATE: May 17, 2007
TO: Public Works Committee
FROM: Mike Gridley, City Attorney
SUBJECT: Hiring legal representation for water related matters

DECISION POINT: Whether the City should hire the law firm of Moore, Smith, Buxton & Turcke to represent the City in the north Idaho water adjudication and other water related matters.

HISTORY: The Idaho legislature has approved the commencement of the adjudication of water rights in north Idaho. This adjudication process will be similar to the Snake River adjudication that was done in southern Idaho. In order to adequately protect Coeur d'Alene's rights in this process we need to hire someone with extensive experience in the field of water law. The legal department researched who the best attorney would be to represent the city and our recommendation is to hire Bruce M. Smith of the Moore, Smith, Buxton & Turcke law firm. Mr. Smith has extensive experience in water law and his firm has represented municipalities for a number of years. His firm is a frequent contributor to the Idaho Municipal Attorneys' seminars.

FINANCIAL ANALYSIS: The City will be charged according to the terms of the attached engagement letter. Mr. Smith's hourly rate is \$240 per hour. We do not have an anticipated total cost for his services because of the uncertainty about the amount of time that will be required to address the issues raised in the adjudication. The fees will be paid by the City's Water Utility.

PERFORMANCE ANALYSIS: The City needs to retain competent legal representation to protect its interests in the upcoming north Idaho water adjudication.

DECISION POINT/RECOMMENDATION: The Legal Department and Water Department support Council approval to hire Moore, Smith, Buxton & Turcke to represent the City in water related matters.

MOORE SMITH BUXTON & TURCKE, CHARTERED

ATTORNEYS AND COUNSELORS AT LAW
950 W. BANNOCK STREET, SUITE 520; BOISE, ID 83702
TELEPHONE: (208) 331-1800 FAX: (208) 331-1202 www.msbtflaw.com

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TAMMY A. ZOKAN†

JOHN J. MCFADDEN**
Of Counsel
» Also admitted in California
+ Also admitted in New Mexico
* Also admitted in Oregon
° Also admitted in South Dakota
† Also admitted in Washington

March 23, 2007

Jennifer Tinkey
City of Coeur d'Alene
City Hall
710 E. Mullan Avenue
Coeur d'Alene, ID 83814

RE: Representation of the City of Coeur d'Alene

Dear Jennifer:

As we discussed, I would be very pleased to represent the City of Coeur d'Alene on water related matters, including the upcoming basin-wide North Idaho Adjudication. In October, I was part of a group sponsored by the Association of Idaho Cities that gave presentations in north Idaho on water issues and the pending adjudication. It was a very informative experience, and I enjoyed talking about water issues with a variety of people who shared various perspectives.

You asked that I provide some background information on me and my firm. Moore Smith Buxton & Turcke has an extensive municipal, natural resource and water practice. We serve as general, special, or bond counsel for over seventy different municipalities and political subdivisions such as cities, irrigation districts, water districts and sewer districts.

From a personal perspective, I have practiced water and natural resource law for over twenty years. My clients include municipalities, irrigation districts and canal companies, water districts, mining and timber companies, farms and ranches, as well various individual, family, and corporate interests. I was pleased to be one of the initial members of the State Ground Water Quality Council which drafted the first state ground water protection plan. My natural resource practice has involved extensive counseling, litigation and permitting on matters dealing with the Endangered Species Act and the Clean Water Act. I have also been

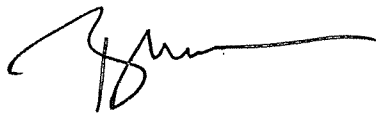
extensively involved in the Snake River Basin Adjudication since 1987 and was a lead negotiator on some of the agreements involving federal and tribal claims. These are the same types of matters and issues which will arise in the context of the North Idaho Adjudication. I am comfortable working on sensitive matters with high visibility and appreciate the political and other interests of members of a municipal body.

The firm has done a conflicts check and has not identified any conflicts that would raise concerns with regard to representation of the City of Coeur d'Alene. I currently represent the City of Moscow and City of St. Maries on water issues. Based on my experience and knowledge of some of the issues that will arise in the North Idaho Adjudication, I believe the similar interests of these clients provides an opportunity to coordinate on some matters which could provide cost savings to any individual entity. As an example, tribal and federal reserve rights issues mentioned above often involve negotiations among various parties. By coordinating and forming strategic coalitions, you can address many of these issues in a way that advances a client's interests and controls costs.

If my background and practice fit the needs of the City, I would welcome the opportunity to work with you and the City. I can assure you that I, as well as the entire firm, will do everything possible to provide the City with professional, personal, and quality legal representation. I have included an engagement letter, which sets forth the details of representation. If the form of the letter needs to be modified or you have additional questions, please contact me.

Sincerely yours,

MOORE SMITH BUXTON & TURCKE, CHTD.



Bruce M. Smith

BMS/dls
Enclosure

MOORE SMITH BUXTON & TURCKE, CHARTERED

ATTORNEYS AND COUNSELORS AT LAW

950 W. BANNOCK STREET, SUITE 520
BOISE, ID 83702
TELEPHONE: (208) 331-1800 FAX: (208) 331-1202

STEPHANIE J. BONNEY
SUSAN E. BUXTON*
PAUL J. FITZER
MICHAEL C. MOORE†
BRUCE M. SMITH
PAUL A. TURCKE°
CARL J. WITHROE»*
TAMMY A. ZOKAN†

JOHN J. MCFADDEN**
Of Counsel
» Also admitted in California
* Also admitted in New Mexico
* Also admitted in Oregon
° Also admitted in South Dakota
† Also admitted in Washington

March 23, 2007

City of Coeur d'Alene
Attn: Jennifer Tinkey
710 E. Mullan Avenue
Coeur d'Alene, ID 83814

RE: *City of Coeur d'Alene Water Rights*

Dear Ms. Tinkey:

We are pleased to welcome the City of Coeur d'Alene as a client of Moore, Smith, Buxton & Turcke, Chartered (hereinafter the "Attorneys" or "Firm"). This letter sets forth the terms of our engagement.

You are retaining us to provide legal services regarding Water Rights and related issues for the City of Coeur d'Alene ("Client"). Additional legal services may be undertaken upon mutual agreement if such additional services do not pose a conflict of interest as described in this engagement letter.

Attorneys of the Firm will provide legal advice and representation, and will perform such tasks and services as are necessary, in the Attorneys' judgment, to accomplish this duty. The Attorneys' role is primarily that of adviser and counselor, not decision maker, and the Client is expected and required to authorize major decisions regarding the outcome or conduct of the representation. Such "major decisions" might include, but are not necessarily limited to, settlement authority or terms, approval for filing dispositive substantive motions, employment of expert witnesses or consultants, and initiation or participation in appeal proceedings. Any litigation also includes "additional decisions" involving matters of execution, strategy or tactics which, due to scope, timing, or other factors will generally be addressed without formal approval by you. Such "additional decisions" might include, but are not necessarily limited to, structure and presentation of written and oral argument and selection of exhibits, witnesses, terminology or techniques used in proceedings; routine correspondence with court staff, agency personnel or opposing counsel; direction and scope of legal research efforts; and other specific decisions of a

You agree: (1) to regularly communicate with the Attorneys and advise them of any changes in your goals or expectations in any litigation and representation, concerns about the existence or disclosure of privileged communications, and any material factual developments that could influence the outcome or strategic posture of any litigation and representation; (2) to abide by, and make reasonable efforts to ensure compliance with any instructions provided by the Attorneys regarding strategic matters and communications with the media or the general public regarding any litigation and representation; and (3) to vigorously protect and defend the attorney-client privilege, attorney work-product privilege, and other protections covering communications between you and the Attorneys that are conducted in confidence and address matters pertaining to litigation or representation.

The Firm will be compensated at an hourly rate for services performed. The hourly rate for services performed by Bruce M. Smith will be \$240.00 per hour, for services performed by Associate Attorneys the rate will be \$175.00 per hour, for services performed by other Partners the rate will be at their normal hourly rate and for services performed by Legal Assistants, the rate will be \$75.00 per hour. The Firm will also be compensated for reasonable expenses related to representation, which typically include, but may not be limited to, telephone charges, including long distance and wireless charges, photocopy, fax, transcript fees, computerized legal research, travel, mileage, meals, and similar expenses. We will submit an itemized billing statement which will set forth the hourly fees and expenses. Invoices are payable upon receipt.

As your legal counsel, the Firm will consult with you on any new representation which may conflict with your interests. On rare occasions, conflicts develop among the interests of existing clients. In those cases, Attorneys will make every effort to resolve the conflicts in such a way as to allow uninterrupted representation of the clients consistent with the Idaho Rules of Professional Conduct.

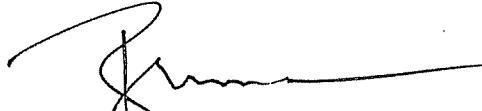
The Client acknowledges that the Firm represents other Idaho political subdivisions. Attorneys have evaluated its representation of these clients as it may relate to representation of the Client, and have concluded that the Firm can reasonably undertake representation of the Client and these parties without adverse effect to the interests of any of the affected parties.

Individuals or officers signing this Agreement represent that he or she is properly acting as an agent of any named organization and is vested with all necessary authority to execute this Agreement on behalf of the named organization and to bind said organization to its terms. Either party may terminate their relationship under this Agreement by providing written notice to the other party. Any disputes between the parties arising under this Agreement shall be governed by the laws of the State of Idaho, and venue for any such dispute shall be Ada County, Idaho.

If this letter accurately reflects your understanding of our agreement, please acknowledge your approval and acceptance of these terms by signing and returning to me a copy of this letter. I would be pleased to answer any questions you might have.

Sincerely,

MOORE SMITH BUXTON & TURCKE
CHARTERED

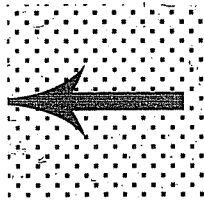


Bruce M. Smith

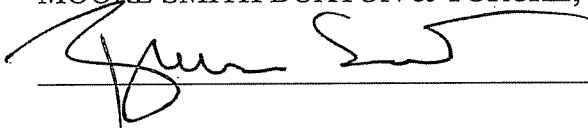
City of Coeur d'Alene

By: _____
Title

Date: _____



MOORE SMITH BUXTON & TURCKE, CHARTERED



Bruce M. Smith, Shareholder

Date: 3/22/07

**CITY COUNCIL COMMITTEE
STAFF REPORT**

DATE: June 5, 2007
FROM: Legal Department
SUBJECT: Council approval of agreement waiving opposition to annexation

=====

DECISION POINT:

Staff requests Council acceptance of an agreement waiving opposition to annexation by Gordon and Patricia Smythe, owners of the property described as Block 1, Lot 10, Nob Hill Addition in exchange for water service outside City limits in accordance with City policy.

BACKGROUND:

Staff received a request for water service from the owners of property at Block 1, Lot 10, Nob Hill Addition. Legal Department staff and Water Department staff reviewed the request in light of the City's policy regarding water service to properties outside City limits. The property is allowed service under the policy as quoted below. Standard practice is to require the owners to properly execute an agreement waiving opposition to annexation in exchange for water service. A copy of the agreement is included in the packet.

POLICY REVIEW:

The request is consistent with Section 8 of the main extension policies as adopted by the City on February 3, 1981. That policy section states, "No new water service shall be provided to property outside the City Limits except for that property having prior approval in the form of a subdivision (approved prior to February 3, 1981), consumers order, property abutting or adjoining mains installed under refundable water extension contracts, or other written agreements."

DECISION POINT/RECOMMENDATION:

Staff requests Council acceptance of an agreement waiving opposition to annexation by Gordon and Patricia Smythe, owners of the property described as Block 1, Lot 10, Nob Hill Addition in exchange for water service outside City limits in accordance with City policy.

AGREEMENT WAIVING OPPOSITION TO ANNEXATION

THIS AGREEMENT, made and dated this 16th day of May, 2007, by and between the **City of Coeur d'Alene**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho, hereinafter referred to as the "City," and **Gordon H. Smythe and Patricia W. Smythe**, husband and wife, whose mailing address is 212 E. First Avenue No. 3, Post Falls, Idaho 83854 hereinafter referred to as the "Owners,"

WITNESSETH: That in consideration of the City permitting connection for water service to the property described as follows, to wit:

***Block 1, Lot 10, Nob Hill Addition
Page 23 Book E Book of Plats
Kootenai County, Idaho***

the Owners do hereby agree on behalf of themselves, their heirs, assigns, and successors in interest, as follows:

1. That at such time as the City of Coeur d'Alene deems it advisable to annex the hereinbefore described property to the City of Coeur d'Alene, the Owners of said property agree and covenant that they will not oppose annexation of said property to the City of Coeur d'Alene and will cooperate to the fullest extent with the City in the annexation of such property.
2. That all costs and fees for connecting to and providing water service including but not limited to plumbing costs, connection fees (i.e., capitalization fees), hookup fees, excavation cost and fees shall be borne by the Owners and no cost whatsoever shall accrue to the City of Coeur d'Alene for the provision of such water service.
3. That the connection to the City's water service shall be done to City specifications.

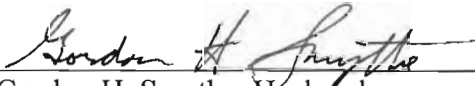
It is further agreed that the foregoing covenants are covenants running with the land and shall be binding on the heirs, devisees and assigns of the undersigned Owners.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this agreement on behalf of said City, the City Clerk has affixed the seal of said City hereto, and the Owners have signed the same, the day and year first above written.

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

Sandi Bloem, Mayor

OWNERS:



Gordon H. Smythe, Husband

CITY COUNCIL STAFF REPORT

DATE: June 5, 2007
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: Contract surveying services with Bob Avon

DECISION POINT

Staff is requesting approval of the professional services agreement with Bob Avon for surveying services.

HISTORY

The City Surveyor position was being temporarily filled by Dennis Grant, who was recently promoted to Project Manager, leaving the position vacant. We anticipate that the recruitment process will take some time, so we are proposing to contract with the former City Surveyor, Bob Avon, for plat checking and other critical services until the position is filled. We anticipate no more than 5-10 hrs per week. The remainder of the work will be done in-house.

FINANCIAL ANALYSIS

The position is currently budgeted for this fiscal year and the upcoming fiscal year also. We have negotiated an hourly rate that is substantially less than the rates charged by local engineering and surveying firms. The overall cost will be well within the budget amount for this position.

PERFORMANCE ANALYSIS

Contracting for these critical services provides a much needed relief to the current workload for the Engineering staff. This allows us to maintain a reasonable level of service to our customers until the position is filled, while staying well within our budget.

RECOMMENDATION

Staff recommends that Council approve the attached professional services agreement with Bob Avon.



CITY OF COEUR D'ALENE

ENGINEERING DEPARTMENT

CITY HALL, 710 E. MULLAN
COEUR D'ALENE, IDAHO 83816-3964
208/769-2285 – FAX 208/769-2284

Date: May 17, 2007

Bob Avon
801 Coeur d'Alene Avenue
Coeur d'Alene, Idaho 83814

Re: Plan review and related services

Dear Mr. Avon,

The purpose of this letter is to confirm our agreement regarding plan review and related services for the Engineering Department for the City of Coeur d'Alene.

Per our recent discussion, you will provide plan check and related services for final plats, annexation maps, legal descriptions, and other surveying related services as mutually agreed upon at a flat rate of \$60 / hr. Please provide a breakdown of your hours for each project on the billing statement. Billings should be submitted by the first week of the month, for the previous month, to be paid by the end of the month.

The payments will be sent to your attention at the above address unless you make other arrangements ahead of time.

Please acknowledge this agreement and return it via fax (769-2284) to this office.

Sincerely,

Gordon Dobler,
City Engineer

Acceptance of Terms

Signature: _____ Date: _____

Cc: City of Coeur d'Alene Legal Department

Staff Report

DATE: May 17, 2007

FROM: Steve Anthony, Arts Commission Liaison

SUBJECT: Donation of Artwork by Greenstone Corporation

Decision Point:

To recommend to the City Council to accept the donation of art work by Greenstone Corporation at Coeur d'Alene Place.

History:

Greenstone Homes is proposing donating the "Bear" sculpture that is currently in front of the Art Spirit Gallery. The sculpture would be located on the round-about at Hanley and Courcelles.

Financial Analysis:

The Sculpture is valued at \$20,000.00 and would be donated to the city. Greenstone is also proposing to pay for the design to place the sculpture (\$2,500.00), installation and landscaping (\$17,000.00), and yearly maintenance of the landscaping and irrigation (\$1,200.00). The total donation is approximately \$41,000.00.

Performance Analysis:

The commission has identified the intersections that have round-about as potential locations for public art. The type of art and location is in conjunction with the Arts Master Plan.

Decision Point:

To recommend to the City Council that the Legal Department be instructed to prepare documents to accept the donation of the "Bear" sculpture from Greenstone Corporation.



Greenstone

HOMES & NEIGHBORHOODS

Memo

To: City of Coeur d'Alene Arts Commission **From:** Michael Terrell

Date: April 24, 2007

Re: Request for Public Art Installation in Round-about at Coeur d'Alene Place

Thank you for the opportunity to present to the Arts Commission on April 17, 2007. Greenstone Corporation values its long relationship with the City of Coeur d'Alene and is excited to work with the commission to demonstrate our commitment to visual arts in Coeur d'Alene.

As was presented at the April 17 meeting, Greenstone would like to donate and install Bill Ohrmann's "Bear" sculpture in the traffic round-a-bout at Coeur d'Alene Place. The piece has been purchased from The Art Spirit Gallery by Greenstone Corporation, with installation pending finalization of the long-term ownership and maintenance expectations, site evaluation by city engineering and approval by the Commission. Greenstone is flexible on the final outcome, but we do believe the legal owner also assumes the responsibility for any and all maintenance and insurance of the sculpture. Greenstone would assume all responsibility for the site maintenance.

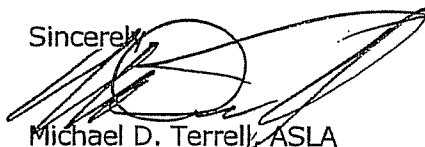
We fully understand the commission's stance regarding on going maintenance of donated art pieces. We propose the following:

1. Greenstone donates Bill Ohrmann's 'Bear' sculpture (valued at \$20,000) to the City of Coeur d'Alene as part of its permanent art collection.
2. In lieu of a maintenance endowment, Greenstone will donate
 - a. Design of the round-a-bout landscaping: \$2,500.00
 - b. Installation of the round-a-bout landscaping and irrigation: \$17,000.00
 - c. Yearly maintenance of landscape and irrigation: \$1,200.00

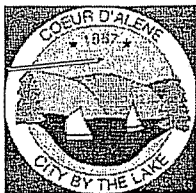
The yearly maintenance will be conducted by contractors working for the homeowners association.

We feel that this particular approach for this situation will result in the city having a commitment to this neighborhood and receiving a significant piece of art that all citizens can enjoy for generations to come.

Sincerely,



Michael D. Terrell, ASLA



CITY OF COEUR D'ALENE

MUNICIPAL SERVICES
DEPARTMENT

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

OUTDOOR EATING FACILITY ENCROACHMENT APPLICATION

Name of Eating Establishment	CDA EAGLES
Applicant's Name	CDA EAGLES
Mailing Address	209 SHERMAN AVE
Physical Address	209 SHERMAN AVE
City, State Zip	CDA, IDAHO 83814
Telephone	208 - 664 - 2218 / OR / 208-664-5612
Contact person	JAI GLOVER (Pronounced Jay)
Contact Numbers	Phone : 664-2218 Cell: 691-4176 e-Mail:

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

Fee: 26
~~28~~ Number of Seats x \$19.28 per seat (Sewer Cap fee) = 539.84 501.28
 \$100.00 Encroachment Fee
601.28
 Total Amount Due \$ 639.84 Date Paid 5/16/07 Rec. # _____

Documentation: Please include the following :

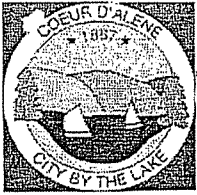
- Site Plan enclosed showing measurements to all obstacles including trees, grates, benches etc. indicating pedestrian measurements, table location, and seats
- Complete and signed encroachment agreement (see attached)
- Copy of Certificate of Liability Insurance naming City as additional insured (\$1,000,000.00)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

If eating establishment is licensed to serve alcohol:

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

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

Rogor D. MCINTIRE SECRETARY 5/16/07
 cant Title Date



CITY OF COEUR D'ALENE

MUNICIPAL SERVICES
DEPARTMENT

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

OUTDOOR EATING FACILITY ENCROACHMENT APPLICATION

Name of Eating Establishment	Bella Rose LLC
Applicant's Name	Marilyn Boyd
Mailing Address	213 E Sherman Ave.
Physical Address	
City, State Zip	Coeur d Alene, Id 83814
Telephone	208-667-9640
Contact person	Marilyn Boyd & Thea Drake
Contact Numbers	Phone: Cell: e-Mail:

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

Fee:

12 Number of Seats x \$19.28 per seat (Sewer Cap fee) = 231.36
✓ \$100.00 Encroachment Fee

Total Amount Due \$ 331.36 Date Paid 4/10/17 Rec. # _____

Documentation: Please include the following :

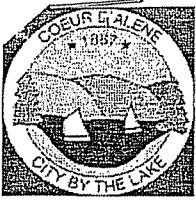
- _____ Site Plan enclosed showing measurements to all obstacles including trees, grates, benches etc. indicating pedestrian measurements, table location, and seats
- _____ Complete and signed encroachment agreement (see attached)
- _____ Copy of Certificate of Liability Insurance naming City as additional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

If eating establishment is licensed to serve alcohol:

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

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

Applicant _____ Title _____ Date _____



CITY OF COEUR D'ALENE

MUNICIPAL SERVICES
DEPARTMENT

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

OUTDOOR EATING FACILITY ENCROACHMENT APPLICATION

Name of Eating Establishment	BAMBIUO'S PIZZA E GELATO		
Applicant's Name	ANGALO BRUNSON		
Mailing Address	726 N 4TH STREET CDA IDAHO		
Physical Address	726 N 4TH STREET		
City, State Zip	COEUR D'ALENE, IDAHO		
Telephone	765-0100		
Contact person	SAYDN KEYES		
Contact Numbers	Phone : 964-2529	Cell:	e-Mail:

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

Fee: ~~18~~ 8

Number of Seats x \$19.28 per seat (Sewer Cap fee) = $\frac{154.24}{231.36}$

\$100.00 Encroachment Fee

Total Amount Due \$ ~~331.36~~ ^{#254.24} Date Paid _____ Rec. # _____

Documentation: Please include the following :

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

If eating establishment is licensed to serve alcohol:

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

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

ANGALO BRUNSON OWNER 5-17-07
Applicant Title Date

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 5/29/07
Department Name Employee Name Date
Request made by: Joyce Bacile / Ron Kammeyer 664-6914
Name Phone
2007 North Eighth St. CDA
Address

The request is for: / / Repurchase of Lot(s)
/X Transfer of Lot(s) from Joyce Bacile to Ron Kammeyer

Niche(s): _____
Lot(s): 19, _____, _____, _____, _____, _____ Block: 10 Section: B

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

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

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

*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.: 275128

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

[Signature]
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

- 1. The above-referenced Lot(s) is/are certified to be vacant: /X/ Yes / / No
- 2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:

JOYCE BACILE

- 3. The purchase price of the Lot(s) when sold to the owner of record was \$ 100.00 per lot.

RDE 5/29/07
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

- 1. Quit Claim Deed(s) received: / / Yes / / No.

Person making request is authorized to execute the claim: [Signature] 5-29-07
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.

[Signature] 5-30-07
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.

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

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

[Office Use Only] Amt Pd	25-
Rec No	27582
Date	5/15/07
Date to City Council:	06/05/07
Reg No.	_____
License No.	_____
Rv	_____

Check the ONE box that applies:

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

Transfer owner from N Id Pizza Huts to NPC International

Business Name	Pizza Hut # 2154
Business Address	355 W. Hanley
City State Zip	Coeur d'Alene, ID 83814
Business Contact	Telephone Number: 620-231-3390 Fax: 620-232-3692
Manager Name	Carly Lasher
Manager Home Address	1301 Harrison Ave. Coeur d'Alene, ID 83814
Manager Information	Social Security No: [REDACTED] Date of Birth: [REDACTED]
Manager Contact	Telephone: 208-676-8029 Cell: _____ e-mail: _____
Manager Place of Birth	
License Applicant	NPC International Inc.
Filing Status (circle one)	Sole Proprietor <input checked="" type="checkbox"/> Corporation Partnership LLC Other
Address of Applicant	720 W. 20th Street Pittsburg, KS 66762
Applicants Prior Address for past five years	N/A
Applicants Prior Employment for past 5 years	N/A



To: City Council
 From: Kathy Lewis, Deputy City Clerk
 Date: May 21, 2007
 Re: Fireworks Stands

The following have applied for Fireworks Stands for the 2007 Season starting June 24-July 5
 I am requesting City Council approval to issue permits, if stands meet inspection approval.

	Location	Operator
1	Safeway #295 1001 North Fourth Street	Rathdrum-Lakeland Kiwanis 416 East Third Street Post Falls, ID 83854
2	Super 1 Foods 305 West Kathleen	Mary and Angie Quinn 251 Pinecrest Loop Sandpoint ID 83864
3	Walgreens 225 West Appleway	Eugene Knizek and Denise Turbyfill 1428 West Eighth Avenue Spokane WA 99204
4	Goodwill 1212 North Fourth Street	Fireworks Fundraising –Ben Balzer 2122 East Lincoln Road Spokane WA 99217
5	Fred Meyer 560 West Kathleen	Amazing Grace Fellowship-Darin Teichner 16504 West Laurel Drive Medical Lake WA 99022
6	Safeway #1470 121 West Neider	Michelle Stull PO Box 427 Murray ID 83874
7	Albertsons 220 Ironwood Drive	Joe Hoffman 18906 East Sandusky River Lane Greenacres WA 99016
8	Runges Fourth and Spokane Streets	Carleen Peterson PO Box 869 Pinehurst ID 83850
9	Skate Plaza Pioneer Drive	The Alter Church-Dan Holmes 29825 North Sixth Athol ID 83801



CITY OF COEUR D'ALENE

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

Date rec. 5/25/07
Amt Pd 5000
Rec. No 274799
Permit No _____
Date issued _____

Application for MOBILE FOOD CONCESSION

NON

Applicant Name RANDY FOLK Date of Application 5-25-07

Applicant Physical Address 3501 BUCKSKIN RD

Mailing Address SAME

City, State, Zip COEUR D'ALENE ID

Telephone 755-8123 Cell 765-5639 E-Mail RFOLEKIDAH@YAHOO Fax 765-5141

Name of Business Joy's Smokin BBQ

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

Specific description of cart/unit (include all dimensions)

FOLD DOWNING VAN - POP UP TENT W/ STEAM TABLE - 10'X10'

Please describe the type of item(s) sold BBQ PORK, BRISLET / RIBS

Location where unit will be operating: Note-Units are NOT allowed in City Park, Veteran's Park, or Independence Point during the effective dates of bid contracts-these areas are reserved for bid applicants only. ALL BALL PARKS APPROVED BY EITHER CITY OR EVENT COORDINATOR PRIOR TO EVENT.

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

Signature of Applicant [Signature]

Sworn to me this 25th day of May, 20 07

[Signature]
City Clerk

For little league games only - no more than 1 hr prior & 1 hr after

ANNOUNCEMENTS

Memo to Council

DATE: May 25, 2007

RE: Appointments to Boards/Commissions/Committees

The following re-appointment is presented for your consideration for the June 5th Council Meeting:

TONY BALL

CEMETERY ADVISORY BOARD

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Jackie Carbone, Cemetery Advisory Board Liaison

OTHER COMMITTEE MINUTES
(Requiring Council Action)

May 21, 2007
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Mike Kennedy
Council Member Woody McEvers

CITIZENS PRESENT

None

STAFF PRESENT

Warren Wilson, Chief Deputy City Attorney
Jim Markley, Water Superintendent
Amy Ferguson, Committee Liaison
Jon Ingalls, Deputy City Administrator
Wendy Carpenter, Chief of Police
Wendy Gabriel, City Administrator
Sandi Bloem, Mayor

Item 1 Presentation – Proposed Organizational Appraisal
Consent Calendar

Wendy Gabriel, City Administrator, presented a proposal from The Results Group, Ltd. for an Organizational Assessment of the Coeur d'Alene Police Department in response to a previous inquiry from the council. The organizational assessment proposal consists of three phases. The first phase would include an organizational assessment of the Police Department including a community survey, a community meeting, an internal team member opinion survey, and on-site assessment and interviews. The time line for completion of this assessment would be prior to the final interviews for police chief. Ms. Gabriel mentioned that this assessment would be a useful tool for the new police chief in helping him/her to get up to speed. It can also be used to assist the new chief in implementing strategic planning. Further, the assessment could also be used in the hiring process for the new chief. Phase 2 of the proposal is a proposal for assistance with the police chief interview process, and Phase 3 is a proposal to assist the police department to develop a strategic plan. Ms. Gabriel discussed the qualifications and references for the company and indicated that they also provide executive leadership training for law enforcement command staff, along with supervisory training. Executive management training for the new police chief would be provided free of charge as part of the proposal. Ms. Gabriel also mentioned that The Results Group, Ltd. also offers media relations support including assistance with press releases, etc. They would conduct their on-site assessment and interviews on July 19th and 20th and would have the final report completed before the city's final police chief interviews around the end of July. Ms. Gabriel stated that funding for the study could be obtained from unanticipated revenues.

MOTION: RECOMMEND that Council authorize staff to negotiate a contract with The Results Group, Ltd. for an Organizational Assessment of the Coeur d'Alene Police Department.

Item 2 Presentation – ADA Sidewalk Update
INFORMATION ONLY

Jon Ingalls, Deputy City Administrator, presented an ADA sidewalk update and explained the process to be implemented as part of the yearly street overlay program. This process will include notification to homeowners and will provide for a contact person and resources for inspections. Mr. Ingalls further explained that the sidewalk repair program was implemented for several reasons, including bringing the sidewalks under compliance with city code and ADA requirements, potential homeowner liability, and the fact that it is the right thing to do. The first year will be a test year. Mr. Ingalls discussed customer support procedures, public education and outreach, and resources for financial assistance for those who

cannot afford to make changes. Discussion ensued regarding the possible consequences of having a lien placed on a property and the content of the letter. Possible press releases and news articles were also discussed.

MOTION: NO MOTION. For information only.

Item 3 Request to Amend MC 12.20.030 re: Sidewalk Repair Notification

Warren Wilson, Deputy City Attorney, presented a recommendation for Council approval of an ordinance amending section 12.20.030 to allow for notices to property owners with defective sidewalks to be served via regular mail. Mr. Wilson explained that there were two factors involved in this request -- one, the cost of sending notices via certified mail and, two, sending notices via certified mail may limit the effectiveness of the notice since the property owner is required to sign for the letter and often will not pick up the letter. Given that multiple notices are planned, staff feels that effective notice can be achieved without the expense of using certified mail.

MOTION: RECOMMEND approval of Council Bill No. 07-1022 amending M.C. 12.20.030, Sidewalk Repair Notification.

**Item 4 Hiring Legal Representation for Water-Related Matters
Consent Calendar**

Warren Wilson, Deputy City Attorney, presented a request that the Council authorize the City to hire the law firm of Moore, Smith, Buxton & Turcke to represent the City in the North Idaho water adjudication and other water-related matters. Mr. Wilson explained that in order to adequately protect Coeur d'Alene's rights in this process the City needs to hire someone with extensive experience in the field of water law. Mr. Wilson further commented that Bruce M. Smith of Moore, Smith, Buxton & Turcke has extensive experience and his firm has represented municipalities for a number of years. The fees for the legal services would be paid by the City's Water Utility. Councilman Kennedy asked about the possibility of conflicts of interest in regard to utilizing the services of an attorney who is also representing other cities. Mr. Wilson stated that conflicts of interest would most likely not occur.

MOTION: RECOMMEND Council approval of Resolution ____ authorizing the City to hire the law firm of Moore, Smith, Buxton & Turcke to represent the City in the North Idaho Water adjudication and other water-related matters.

The meeting adjourned at 4:25 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

**PUBLIC WORKS
STAFF REPORT**

DATE: May 21, 2004

FROM: Warren Wilson, Deputy City Attorney

SUBJECT: Ordinance Amending Notice Requirements for Sidewalk Repairs.

DECISION POINT:

Provide a recommendation to the full council regarding whether the ordinance governing notice to property owners with defective sidewalks should be amended.

HISTORY:

Municipal Code Section 12.20.030, which governs notice to property owners with defective sidewalks, requires that all notices be sent via certified mail. Certified mail increases costs and requires the recipient to sign for the letter, which can create limit the effectiveness of the notice. Staff is recommending that the Council consider amending 12.20.030 to allow notice to be served via regular mail.

FINANCIAL ANALYSIS:

Staff anticipates sending notice to approximately 400 property owners this year. It is likely that it will be necessary to send multiple notices to a majority of the property owners prior to achieving full compliance. The cost differential between regular and certified mail is approximately \$5.00 per notice (depending on weight).

PERFORMANCE/QUALITY OF LIFE ANALYSIS:

The purpose of the required notice is to insure that the property owner is aware that their sidewalk is in need of replacement. Service via certified mail can create hurdles in achieving this goal since the property owner is required to sign for the letter and often will not pick up the letter. Given that multiple notices are planned, staff feels that effective notice can be achieved without the expense of using certified mail.

DECISION POINT/RECOMMENDATION:

Recommend to the full City Council that M.C. section 12.20.030 be amended to allow for service via regular mail.

COUNCIL BILL NO. 07-1022
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTION 12.20.030 TO ALLOW SERVICE OF THE NOTICE OF A DEFECTIVE SIDEWALK TO BE PROVIDED BY MAIL; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after recommendation by the Public Works Committee, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; NOW, THEREFORE,

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

SECTION 1. *That Coeur d'Alene Municipal Code Section 12.20.030, is hereby amended to read as follows:*

12.20.030: CONSTRUCTION OR REPAIR; NOTICE TO OWNER; SERVICE:

The required notices shall be served upon the owner by depositing the notice into the United States mail, ~~certified mail, return receipt requested~~, postage prepaid, addressed to the owner at the last known address or address shown upon the assessment rolls of Kootenai County.

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

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

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

unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

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

APPROVED, ADOPTED and SIGNED this 5th day of June, 2007.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending M.C. Section 12.20.030 – Sidewalk Repair Notification

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTION 12.20.030 TO ALLOW SERVICE OF THE NOTICE OF A DEFECTIVE SIDEWALK TO BE PROVIDED BY MAIL; 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 the Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending M.C. Section 12.20.030 – Sidewalk Repair Notification, 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 5th day of June, 2007.

Warren J. Wilson, Chief Civil Deputy City Attorney

OTHER BUSINESS

COUNCIL BILL NO. 07-1020
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 17.05.005, 17.05.050, 17.05.085, 17.05.130, 17.05.210, 17.05.290, 17.05.370, 17.05.530, 17.05.610, 17.05.770, 17.05.850 AND 17.06.320 TO DELETE REFERENCES TO HEIGHT VARIANCE AND TO ADOPT A TABLE FORMAT; REPEALING SECTION 17.06.330 REGARDING HEIGHT VARIANCES; AMENDING SECTION 17.06.835 TO CORRECT A TYPOGRAPHICAL ERROR, AMENDING SECTION 17.07.925 TO REDUCE THE MAXIMUM ALLOWED HEIGHT IN THE EAST INFILL DISTRICT FROM 38 TO 35 FEET; AMENDING SECTION 17.07.1010 TO CORRECT THE MAXIMUM ALLOWABLE HEIGHT FOR POCKET HOUSING DEVELOPMENTS; ADOPTING A NEW ARTICLE IX IN CHAPTER 17.09 TO ESTABLISH MEDIATION PROCEDURES FOR LAND USE DISPUTES; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

SECTION 1. *That Coeur d'Alene Municipal Code Section 17.05.005 is amended to read as follows:*

17.05.005: SITE PERFORMANCE STANDARDS; MAXIMUM HEIGHT:

Maximum height requirements in an R-1 district shall be as follows:

R-1 – Maximum Height		
Structure Type	Structure Location	
	in buildable area for principle facilities	in rear yard
Principle Structure	32 ft *	NA
For public recreation, community education or religious assembly activities	45 ft *	NA
Detached garages and carports		with low or no slope roof 14 ft
		with medium to high slope roof 18 ft.
All other accessory structures	25 ft **	NA

* Unless otherwise specified; an additional story may be permitted on hillside lots that slope down from the street.

** Unless otherwise specified.

~~A. Principal structure shall not exceed thirty two feet (32') unless otherwise specified; an additional story may be permitted on hillside lots that slope down from the street.~~

~~B. Detached garages and carports with low or no slope roof shall not exceed fourteen feet (14').~~

~~C. Detached garages and carports with medium to high slope roof shall not exceed eighteen feet (18').~~

~~D. Unless otherwise specified, all other accessory structures shall not exceed twenty five feet (25').~~

~~E. For public recreation, community education and religious assembly activities: principal structure shall not exceed forty five feet (45').~~

~~F. A variance may be granted for additional height.~~

SECTION 2. *That Coeur d'Alene Municipal Code Section 17.05.050 is amended to read as follows:*

17.05.050: SITE PERFORMANCE STANDARDS; MAXIMUM HEIGHT:

Maximum height requirements in an R-3 district shall be as follows:

R-3 – Maximum Height		
Structure Type	Structure Location	
	in buildable area for principle facilities	in rear yard
Principle Structure	32 ft *	NA
For public recreation, community education or religious assembly activities	45 ft *	NA
Detached Accessory Building including garages and carports	32 ft *	with low or no slope roof 14 ft
		with medium to high slope roof 18 ft.

* Unless otherwise specified; an additional story may be permitted on hillside lots that slope down from the street.

~~A. Principal structure shall not exceed thirty two feet (32'), unless otherwise specified; an additional story may be permitted on hillside lots that slope down from the street.~~

~~B. All detached accessory structures, including garages and carports, with low or no slope roof shall not exceed fourteen feet (14').~~

~~C. All detached accessory structures, including garages and carports, with medium to high slope roof shall not exceed eighteen feet (18').~~

~~D. For public recreation, community education and religious assembly activities: principal structures shall not exceed forty five feet (45').~~

~~E. A variance may be granted for additional height.~~

SECTION 3. *That Coeur d'Alene Municipal Code Section 17.05.085 is amended to read as follows:*

17.05.085: SITE PERFORMANCE STANDARDS; MAXIMUM HEIGHT:

Maximum height requirements in an R-5 district shall be as follows:

R-5 – Maximum Height		
Structure Type	Structure Location	
	in buildable area for principle facilities	in rear yard
Principle Structure	32 ft *	NA
For public recreation, community education or religious assembly activities	45 ft *	NA
Detached Accessory Building including garages and carports	32 ft *	with low or no slope roof 14 ft
		with medium to high slope roof 18 ft.

* Unless otherwise specified; an additional story may be permitted on hillside lots that slope down from the street.

~~A. Principal structure shall not exceed thirty two feet (32'), unless otherwise specified; an additional story may be permitted on hillside lots that slope down from the street.~~

~~B. All detached accessory structures, including garages and carports, with low or no slope roof shall not exceed fourteen feet (14').~~

~~C. all detached accessory structures, including garages and carports, with medium to high slope roof shall not exceed eighteen feet (18').~~

~~D. For public recreation, community education and religious assembly: a principal structure shall not exceed forty five feet (45').~~

~~E. A variance may be granted for additional height.~~

SECTION 4. *That Coeur d'Alene Municipal Code Section 17.05.130 is amended to read as follows:*

17.05.130: SITE PERFORMANCE STANDARDS; MAXIMUM HEIGHT:

Maximum height requirements in an R-8 district shall be as follows:

R-8 – Maximum Height		
Structure Type	Structure Location	
	in buildable area for principle facilities	in rear yard
Principle Structure	32 ft *	NA
For public recreation, community education or religious assembly activities	45 ft *	NA
Detached Accessory Building including garages and carports	32 ft *	with low or no slope roof 14 ft
		with medium to high slope roof 18 ft.

* Unless otherwise specified; an additional story may be permitted on hillside lots that slope down from the street.

~~A. Principal structure shall not exceed thirty two feet (32'), unless otherwise specified; an additional story may be permitted on hillside lots that slope down from the street.~~

~~B. All detached accessory structures, including garages and carports, with low or no slope roof shall not exceed fourteen feet (14').~~

~~C. All detached accessory structures, including garages and carports, with medium to high slope roof shall not exceed eighteen feet (18').~~

~~D. For public recreation, community education or religious assembly activities: principal structures shall not exceed forty five feet (45').~~

~~E. A variance may be granted for additional height.~~

SECTION 5. *That Coeur d'Alene Municipal Code Section 17.05.210 is amended to read as follows:*

17.05.210: SITE PERFORMANCE STANDARDS; MAXIMUM HEIGHT:

Maximum height requirements in an R-12 district shall be as follows:

R-12 – Maximum Height		
Structure Type	Structure Location	
	in buildable area for principle facilities	in rear yard
Principle Structure	32 ft *	NA
For public recreation, community education or religious assembly activities	45 ft *	NA
Detached Accessory Building including garages and carports	32 ft *	with low or no slope roof 14 ft
		with medium to high slope roof 18 ft.

* Unless otherwise specified; an additional story may be permitted on hillside lots that slope down from the street.

~~A. Principal structures shall not exceed thirty two feet (32'), unless otherwise specified; an additional story may be permitted on hillside lots that slope down from the street.~~

~~B. All detached accessory structures, including garages and carports, with low or no slope roof shall not exceed fourteen feet (14').~~

~~C. All detached accessory structures, including garages and carports, with medium to high slope roof shall not exceed eighteen feet (18').~~

~~D. For public recreation, community education and religious assembly activities: principal structures shall not exceed forty five feet (45').~~

~~E. A variance may be granted for additional height.~~

SECTION 6. *That Coeur d'Alene Municipal Code Section 17.05.290 is amended to read as follows:*

17.05.290: SITE PERFORMANCE STANDARDS; MAXIMUM HEIGHT:

Maximum height requirements in an R-17 district shall be as follows:

R-17 – Maximum Height		
Structure Type	Structure Location	
	in buildable area for principle facilities	in rear yard
Single-family and Duplex Structure	32 ft *	NA
Multiple-family Structure	45 ft *	NA
For public recreation, community education or religious assembly activities	45 ft *	NA
Detached Accessory Building including garages and carports	32 ft *	with low or no slope roof 14 ft
		with medium to high slope roof 18 ft.

* Unless otherwise specified; an additional story may be permitted on hillside lots that slope down from the street. See Section 17.07.1010 for maximum heights for pocket residential units.

- ~~A. Single family and duplex structures shall not exceed thirty two feet (32'); additional story may be permitted on hillside lots that slope down from the street. See Section 17.07.1010 for maximum heights for pocket residential units.~~
- ~~B. Multiple family structures shall not exceed forty five feet (45').~~
- ~~C. All detached accessory structures, including garages and carports, with low or no slope roof shall not exceed fourteen feet (14').~~
- ~~D. All detached accessory structures, including garages and carports, with medium to high slope roof shall not exceed eighteen feet (18').~~
- ~~E. For public recreation, community education and religious assembly activities, principal structures shall not exceed forty five feet (45').~~
- ~~F. A variance may be granted for additional height.~~

SECTION 7. *That Coeur d'Alene Municipal Code Section 17.05.370 is amended to read as follows:*

17.05.370: SITE PERFORMANCE STANDARDS; MAXIMUM HEIGHT:

Maximum height requirements in an R-34 District shall be as follows:

R-34 – Maximum Height		
Structure Type	Structure Location	
	in buildable area for principle facilities	in rear yard
Multiple-family and Nonresidential Structure	63 ft *	NA
Accessory structure when part of the main structure	shall be the same as the main structure	NA
Detached Accessory Building including garages and carports	32 ft *	with low or no slope roof 14 ft
		with medium to high slope roof 18 ft.

* Unless otherwise specified; one additional story may be permitted on hillside lots that slope down from the street.

~~A. For pocket residential developments see 17.07.1010.~~

~~B. Multiple family and nonresidential structures shall not exceed sixty three feet (63').~~

~~C. All detached accessory structures, including garages and carports, with low or no slope roof shall not exceed fourteen feet (14').~~

~~D. All detached accessory structures, including garages and carports, with medium to high slope roof shall not exceed eighteen feet (18').~~

~~E. Accessory structure when part of main structure shall be the same as the main structure.~~

~~F. A variance may be granted for additional height (see Section 17.06.330).~~

~~G. One additional story may be permitted on hillside lots that slope down from the street (see Section 17.06.315).~~

SECTION 8. *That Coeur d'Alene Municipal Code Section 17.05.530 is amended to read as follows:*

17.05.530: SITE PERFORMANCE STANDARDS; MAXIMUM HEIGHT:

Maximum height requirements in a C-17 district shall be as follows:

C-17 – Maximum Height	
Structure Type	Structure Location
	in buildable area for principle facilities
For residential uses	
For the remaining uses	no height limitation
A. For residential uses, the limitations are as specified by the R-17 district.	
B. For the remaining uses, there shall be no height limit.	
C. A variance may be granted for additional height.	

SECTION 9. *That Coeur d'Alene Municipal Code Section 17.05610 is amended to read as follows:*

17.05.610: SITE PERFORMANCE STANDARDS; MAXIMUM HEIGHT:

Maximum height requirements in a C-17L District shall be as follows:

C-17L – Maximum Height	
Structure Type	Structure Location
	in buildable area for principle facilities
Residential height limitations	are as specified by the R-17 district
For the remaining uses within two (2) block of the DC district	no height limitation
For remaining uses outside of two (2) blocks of the DC district	63 ft
A. Residential height limitations are as specified by the R-17 District.	
B. For the remaining uses within two (2) blocks of the DC district, there shall be no height limitation.	
C. For remaining uses outside of two (2) blocks of the DC district shall be sixty two and five-tenths feet (62.5').	
D. A variance may be granted for additional height (see Section 17.06.330 of this Title).	

SECTION 10. *That Coeur d'Alene Municipal Code Section 17.05770 is amended to read as follows:*

17.05.770: SITE PERFORMANCE STANDARDS; MAXIMUM HEIGHT:

Maximum height requirements for an LM district shall be as follows:

LM – Maximum Height	
Structure Type	Structure Location
	in buildable area for principle facilities
For all uses	63 ft *

~~A. For all uses, sixty three feet (63').~~

~~B. A variance may be granted for additional height.~~

SECTION 11. *That Coeur d'Alene Municipal Code Section 17.05850 is amended to read as follows:*

17.05.850: SITE PERFORMANCE STANDARDS; MAXIMUM HEIGHT:

Maximum height requirements in an M district shall be as follows:

M – Maximum Height	
Structure Type	Structure Location
	in buildable area for principle facilities
For all uses	63 ft *

~~A. For all uses, sixty three feet (63').~~

~~B. A variance may be granted for additional height.~~

SECTION 12. *That Coeur d'Alene Municipal Code Section 17.0320 is amended to read as follows:*

17.06.320: HEIGHT MAXIMUM OF ACCESSORY STRUCTURES:

"Accessory structures" as defined in section 17.06.630 of this chapter shall not have a height greater than one story not to exceed fourteen feet (14'). ~~A variance may be granted for additional height per section 17.06.330 of this chapter.~~

SECTION 13. *That Coeur d'Alene Municipal Code Section 17.06.330 is hereby repealed.*

~~**17.06.330: EXCEPTIONS TO HEIGHT MAXIMUMS BY VARIANCE:**~~

~~Heights in excess of those permitted for principal buildings, accessory buildings and structures above buildings may be permitted by variance in accordance with the variance procedure set forth in article VII, chapter 17.09 of this title upon findings that such structures may be safely erected and maintained at such height considering surrounding conditions and circumstances, and that such structures will not impose major adverse environmental, and specifically, adverse visual impacts.~~

SECTION 14. *That Coeur d'Alene Municipal Code Section 17.06.835 is amended to read as follows:*

17.06.835: ENVIRONMENTAL LANDSCAPING:

- A. Definition: "Environmental landscaping" is the reduction of noise, glare, sun, and air pollution through the introduction of landscaping.
- B. Applicability: Environmental landscaping is required as follows:
 - 1. For cluster housing or multi-family residential with four (4) or more dwelling units.
 - 2. For commercial, civic, and manufacturing uses.
 - 3. For nonresidential parking lots containing six (6) or more parking spaces.
 - 4. For all new residential parking lots containing six (6) or more parking spaces.
 - 5. For single-family and duplex housing.

Exceptions: Landscaping is not required for all nonconforming uses as they are established in and subject to section [17.06.905](#) of this chapter. For single-family and duplex housing, only street tree requirements shall apply.

- C. Types Of Environmental Landscaping: For each of the applications listed in subsection B of this section, the following environmental landscaping shall be required:
 - 1. Street trees.
 - 2. Parking lot landscaping.
- D. Street Trees: "Street trees" are defined in section [12.36.015](#) of this code. Following the adoption date of these regulations, all applicable developments shall be required to plant street trees in accordance with sections [12.36.400](#) through [12.36.425](#) of this code. For new single-family and duplex housing, a fee for each required street tree, in an amount to be set by resolution of the city council, shall be required at the time of building permit issuance. Said fee will be held by the city to ensure that the required street tree is planted. If the required street tree is not planted before the issuance of the certificate of occupancy, said fee shall be forfeited to the city and shall be deposited in the fund designated in section

[12.36.125](#) of this code for maintenance and acquisition of street trees. Provided however, that nothing contained herein shall prevent the city from refunding said fee for retaining a healthy tree meeting the definition of "street tree" or from using the deposit to reimburse the owner of the new single-family residence or duplex for the cost of planting the required street tree within six (6) months following the issuance of the certificate of occupancy.

E. Parking Lots: Landscaping shall be required for all parking lots as described in subsections B3 and B4 of this section, excluding vehicle sales. This shall be in addition to buffer yards where required.

1. Amount Required: The amount of landscaping required is calculated as a percentage of the gross paved areas used for parking spaces. Traffic aisles and driveways are excluded from this calculation. This percentage is based on the number of parking spaces provided as follows:

Number Of Parking Spaces	Percent Gross Area To Be Landscaped
5 – 50 90	8
51 - 99	10
100 - 300	12

For parking lots with more than three hundred (300) parking spaces, the planning commission shall determine the amount and spacing of landscaping required up to a maximum not to exceed (2 percent additional) area per each one hundred (100) additional cars or fraction thereof, and no parking space shall be more than one hundred feet (100') from a landscaped area.

2. Material And Spacing Requirements: Except as provided in subsection E1 of this section, parking lot landscaping shall consist of, but is not limited to, a mix of deciduous and evergreen trees, shrubs, and ground cover. No parking space shall be more than sixty feet (60') from a landscaped area, and there shall be at least one tree for each three hundred (300) square feet of required landscape area.

SECTION 15. *That 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:

Overlay District	Maximum Building Height
DO-N	45 feet
DO-E	3 5 8 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 16. *That Coeur d'Alene Municipal Code Section 17.07.1010 is amended to read as follows:*

17.07.1010: BASIC DEVELOPMENT STANDARDS:

A. Maximum Building Height:

The maximum height of principal structures within a pocket residential development is ~~32~~ 25 feet.

B. Maximum Lot Coverage: A pocket residential development may cover no more than 50% of the lot.

C. Setbacks:

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

2. Side Yard, adjacent to other residentially zoned property: If the side yard is adjacent to other residentially zoned property the side yard shall be ten feet (10’).
3. Side Yard, Interior to site: If platted, the side yard, interior to the site may be 0.
4. Side Yard, Street: The street side yard requirement shall be ten feet (10’).
5. Rear Yard: 15 feet.

D. Minimum and Maximum Site Size:

1. The minimum site size for a pocket residential development is as follows:

R-8 Zone : 16,500 square feet.

R-12 Zone : 10,500 square feet.

R-17, C-17L, and C-17 Zones : 7,500 square feet.

2. Pocket Residential Developments over 1.5 acres must be approved as a Planned Unit Development.

F. Density:

The density in a pocket residential development is limited to that allowed in the appropriate zoning district on a site of the same size.

G. Frontage:

Frontage on a public street is not required for lots in a pocket housing development provided that the Planning and Zoning Commission determines through the subdivision process that the development provides for adequate access to the lot via easements, shared driveways or other means.

H. Parking:

The amount of required parking for a pocket residential development is:

1. One stall for each one-bedroom dwelling.
2. Two stalls for each dwelling having two or more bedrooms.

I. Usable Open Space:

Pocket residential developments must provide usable open space for residents. Such space may be either in a common, shared form or associated with individual units. The minimum required amount is 300 square feet per dwelling unit. The open space must be at least 15 feet wide at the narrowest dimension and must be planted with grass and one tree (minimum of 2 inch caliper)

for each 300 square feet of open space. Hard-surfaced patios or decks may occupy up to one-half of the required area.

SECTION 17. *That a new Article XI in Chapter 17.09, entitled Mediation Procedures, is hereby added to the Coeur d'Alene Municipal Code as follows:*

XI. MEDIATION PROCEDURES

SECTION 18. *That a new Section 17.09.1005, entitled Title and Purpose, is hereby added to the Coeur d'Alene Municipal Code as follows:*

17.09.1005: TITLE AND PURPOSE:

The provisions of this article shall be known as the *MEDIATION PROCEDURES*. The purpose of these regulations is to allow the option of mediation as part of the planning and zoning public hearing process.

SECTION 19. *That a new Section 17.09.1010, entitled Mediation Authorized, is hereby added to the Coeur d'Alene Municipal Code as follows:*

17.09.1010: MEDIATION AUTHORIZED:

In accordance with I.C. Section 67-6510, the option of mediation is provided for as part of the planning and zoning public hearing process of the City of Coeur d'Alene. Any zoning, development or special permit application governed by Titles 16 and 17 of the Coeur d'Alene City code are subject to this mediation option.

SECTION 20. *That a new Section 17.09.1015, entitled Mediation Procedures, is hereby added to the Coeur d'Alene Municipal Code as follows:*

17.09.1015: MEDIATION PROCEDURES:

A person requesting mediation shall follow the procedures established in I.C. 67-6510.

SECTION 21. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 22. 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 23. 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 24. 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 5th day of June, 2007.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____

REPEALING HEIGHT VARIANCE PROCEDURE / LOWERING THE MAXIMUM HEIGHT
IN THE EAST INFILL DISTRICT AND ADOPTING MEDIATION PROCEDURES.

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 17.05.005, 17.05.050, 17.05.085, 17.05.130, 17.05.210, 17.05.290, 17.05.370, 17.05.530, 17.05.610, 17.05.770, 17.05.850 AND 17.06.320 TO DELETE REFERENCES TO HEIGHT VARIANCE AND TO ADOPT A TABLE FORMAT; REPEALING SECTION 17.06.330 REGARDING HEIGHT VARIANCES; AMENDING SECTION 17.06.835 TO CORRECT A TYPOGRAPHICAL ERROR, AMENDING SECTION 17.07.925 TO REDUCE THE MAXIMUM ALLOWED HEIGHT IN THE EAST INFILL DISTRICT FROM 38 TO 35 FEET; AMENDING SECTION 17.07.1010 TO CORRECT THE MAXIMUM ALLOWABLE HEIGHT FOR POCKET HOUSING DEVELOPMENTS; ADOPTING A NEW ARTICLE IX IN CHAPTER 17.09 TO ESTABLISH MEDIATION PROCEDURES FOR LAND USE DISPUTES; 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 the Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, repealing height variance procedure / lowering the maximum height in the east infill district and adopting mediation procedures, 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 5th day of June, 2007.

Warren J. Wilson, Chief Civil Deputy City Attorney

Staff Report

Date: June 2, 2007
To: City Council
From: Steve Anthony, Recreation Director
Subject: Agreement with City of Hayden

Decision Point: That the city of Coeur d'Alene enter into an agreement with the City of Hayden to provide United States Life Saving training for Hayden Lifeguards

History:

The city of Coeur d'Alene provides United States Lifesaving Training for lifeguards who will be working at City Beach. The City of Hayden has asked that we provide the training for their guards who will be working at Honeysuckle Beach in Hayden.

Financial Analysis:

The City of Hayden will reimburse the City of Coeur d'Alene for this training. The reimbursement will be based on the percentage of Guards from each city. The city has to provide this training for new guards at working City Beach. By entering into this agreement the city will be reimbursed a portion of the instructor wages.

Performance Analysis:

The agreement is a good example of two cities cooperating on training that is mandatory for Lifeguards who work open water beaches.

Decision Point:

Approval of the USLA Lifeguard training agreement with the City of Hayden...

RESOLUTION NO. 07-044

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR USLA LIFEGUARD TRAINING, WITH THE CITY OF HAYDEN ITS PRINCIPAL PLACE OF BUSINESS AT 8930 N. GOVERNMENT WAY, HAYDEN, IDAHO 83835.

WHEREAS, the City of Coeur d'Alene Recreation Director has recommended that the City of Coeur d'Alene enter into an Agreement with the City of Hayden, for USLA Lifeguard Training 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 USLA Lifeguard Training, 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 5th day of June, 2007.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

USLA Lifeguard Training Agreement

THIS AGREEMENT is entered into between the City of Hayden, a political subdivision of the state of Idaho, hereinafter "Hayden," and the City of Coeur d'Alene, a political subdivision of the state of Idaho, hereinafter "Coeur d'Alene."

WHEREAS, both Hayden and Coeur d'Alene have open water beaches located within their city limits; and

WHEREAS, both Hayden and Coeur d'Alene desire to have their lifeguards trained to perform United States Lifeguard Association (USLA) open water rescues; and

WHEREAS, Coeur d'Alene has on staff a USLA certified instructor that can provide USLA lifeguard training for both Coeur d'Alene and Hayden lifeguards.

NOW THEREFORE, it is agreed that the City of Coeur d'Alene will provide USLA certified training to the City of Hayden lifeguards under the following terms and conditions:

1. Hayden will pay to Coeur d'Alene its pro rata share in an amount not to exceed \$15.00 per hour for each Hayden lifeguard receiving USLA recertification, lifeguards receiving certification training, and each lifeguard receiving in service training, for a total dollar amount not to exceed \$1000.00. Payment will be made by Hayden within 30 days of receipt of an itemized billing statement from Coeur d'Alene for the lifeguard training completed during the previous month.
2. Coeur d'Alene agrees that the lifeguard used to provide that training will be an employee of Coeur d'Alene certified by USLA to teach open water rescue and that the employee will be paid by Coeur d'Alene on a fixed hourly basis and not on a commission basis.
3. Coeur d'Alene agrees that the recertification and USLA training for Hayden lifeguards will commence no later than the 22nd day of May, 2007, and be completed no later than the 16th day of June, 2007. The in service training will be held throughout the season and be completed by August 31, 2007.
4. Hayden agrees to provide Coeur d'Alene a list of the lifeguards that will be attending the USLA recertification and training 24 hours prior to the first day of training.
5. Coeur d'Alene agrees to notify the Hayden Recreation Director as soon as practical, but no later than the following business day, when a Hayden lifeguard fails to attend a training session.
6. Hayden agrees to indemnify, defend, and hold harmless Coeur d'Alene, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the act and/or any performances or activities of Hayden, its agents, employees, or representatives under

this Agreement. Coeur d'Alene agrees to indemnify, defend, and hold harmless Hayden, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Coeur d'Alene, its agents, employees, or representatives under this Agreement.

- 7. Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.
- 8. This agreement shall commence upon the signature of both parties hereto.

IN WITNESS WHEREOF, the parties have adopted this Agreement by its governing bodies and this Agreement has been signed and attested by the authorized officials of each party.

DATED this 5th day of June, 2007.

CITY OF COEUR D'ALENE

CITY OF HAYDEN

By: _____
Sandi Bloem, Mayor

By: _____
Ronald B. McIntire, Mayor

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

Vicki Rutherford, City Clerk

PUBLIC HEARINGS

**CITY COUNCIL
STAFF REPORT**

FROM: JOHN J. STAMSOS, SENIOR PLANNER
DATE: JUNE 5, 2007
SUBJECT: ZC-4-07 – ZONE CHANGE FROM R-12 TO R-17
LOCATION – +/- .58-ACRE PARCEL NEAR THE SOUTHWEST CORNER OF
4TH STREET AND NEIDER AVENUE (3313 NORTH 4TH STREET)

DECISION POINT:

Russell Wolfe at Wolfe Architectural Group is requesting a zone change from R-12 (Residential at 12 units/acre) to R-17 (Residential at 17units/acre).

SITE PHOTOS:

A. Aerial photo:



B. Subject property from 4th Street.

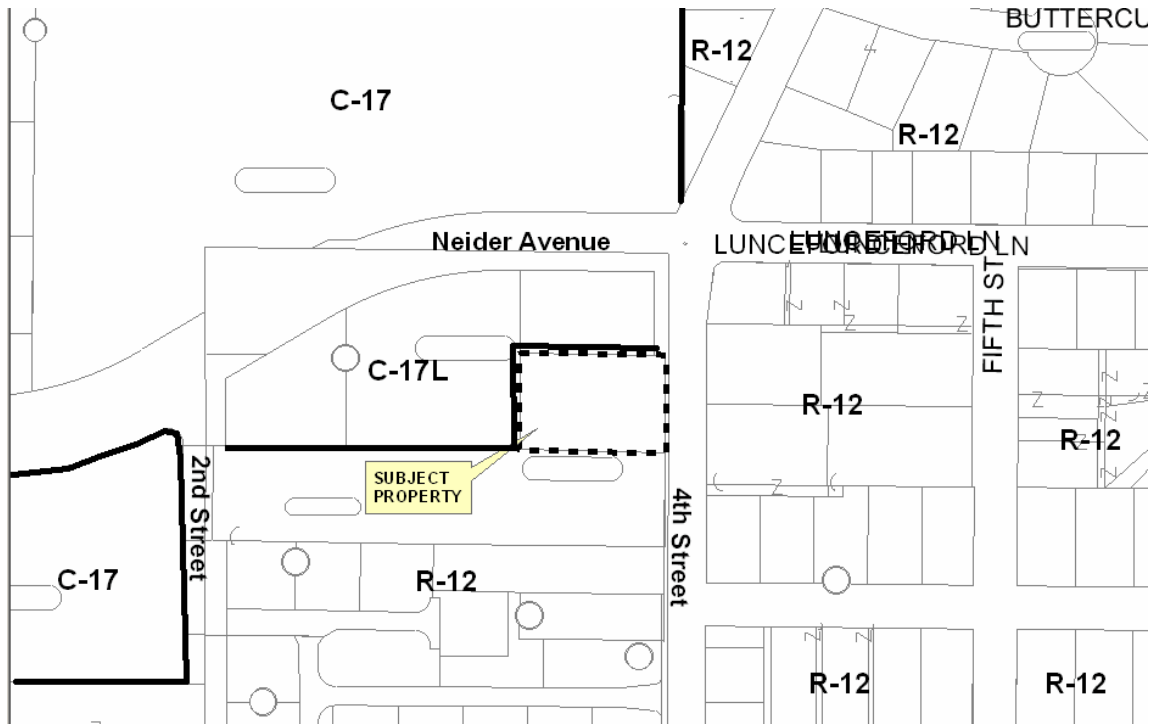


C. Subject property from Neider Avenue..

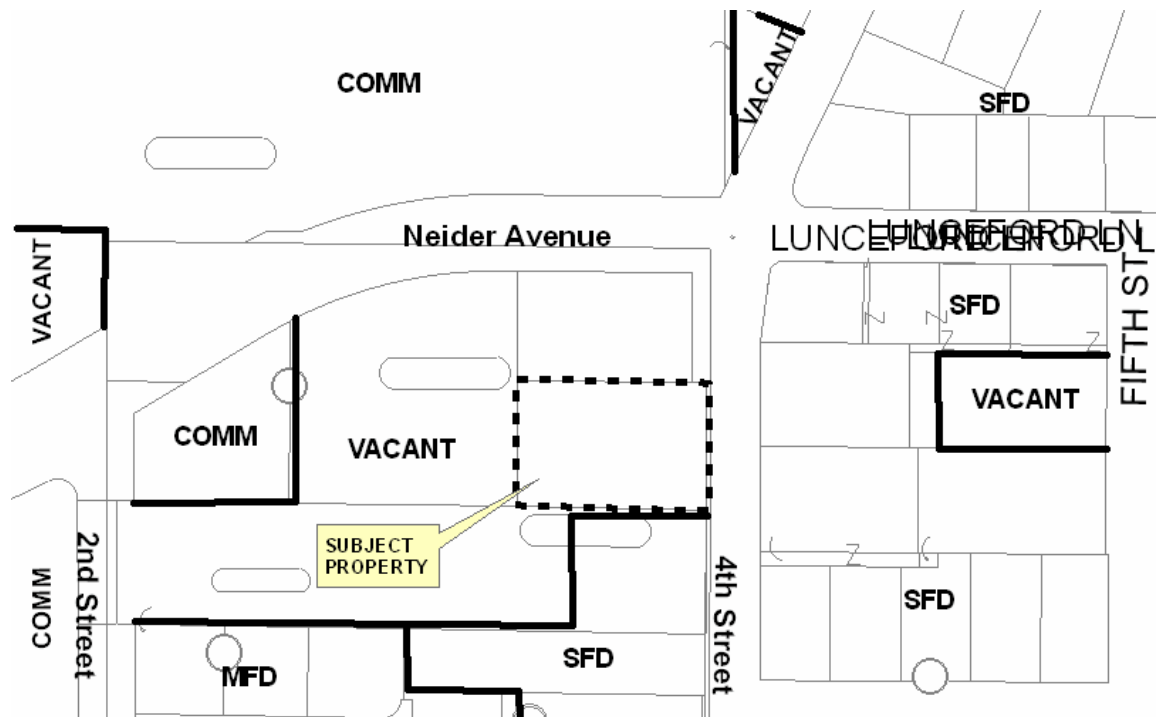


GENERAL INFORMATION:

A. Zoning:



B. Generalized land use pattern:



- C. Applicant: Russell Wolfe at Wolfe Architectural Group
North 1015 Calispel, Suite B
Spokane, Washington 99201
- Owner: Global Credit Union
1520 West 3rd Avenue
Spokane, Washington 99204
- E. Existing land uses in the area include residential – single-family, duplexes, and multi-family, commercial retail sales and service, and vacant land.
- F. The subject property is vacant with a vacant house.
- G. Previous actions on surrounding parcels (See site photo on page 1):
1. ZC-18-92 – R-12 to C-17 – Approved November 24, 1992.
 2. ZC-5-04 – R-12 to C-17 – Approved June 8, 2004.
 3. ZC-1-04SP – R-12 to C-17L & Food Sales Off-Site Consumption Special Use Permit – Approved March 9, 2004.
 4. ZC-1-03 – R-12 to C-17 – Approved May 20, 2003.
- H. The Planning Commission heard ZC-4-07 & SP-5-07 on April 10, 2007 and approved it by a 4-0 vote.

PERFORMANCE ANALYSIS:

A. Zone change findings:

1. Zoning:

Approval of the zone change request would intensify the potential uses on the property by allowing higher density residential uses by right and certain non-residential uses by special use permit.

The purpose and intent of the R-17 zone is as follows:

- A. The R-17 district is intended as a medium/high density residential district that permits a mix of housing types at a density not greater than seventeen (17) units per gross acre.
- B. This district permits single-family detached housing as specified by the R-8 district and duplex housing as specified by the R-12 district.
- C. This district is for establishment in those areas that are not suitable for lower density residential due to proximity to more intense types of land use.
- D. This district is appropriate as a transition between low density residential and commercial districts, or as a buffer between arterial streets and low density residential districts.

Land uses allowed in the R-17 zone are as follows:

Principal permitted uses:

- A. Single-family detached housing as specified by the R-8 district.
- B. Duplex housing as specified by the R-12 district.
- C. Cluster housing.
- D. Multiple-family.
- E. Community education.
- F. Essential service.
- G. Home occupations as defined in this title.
- H. Childcare facility.
- I. Administrative.

The zoning and land use patterns (See page 3) indicate that the majority of the parcels along Neider Avenue are zoned C-17 or C-17L and R-12 along 4th Street. Land uses along Neider are commercial or vacant parcels that will most likely develop as commercial and along 4th Street, multi-family on the west side and single-family on the east side.

As indicated, R-17 is appropriate as a transition between commercial districts and low density residential districts. R-17 zoning is appropriate in this location because it establishes a buffer between the commercial corridor along Neider Avenue and the residential neighborhoods to the south on both sides of 4th Street.

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

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

The Comprehensive Plan Map designates this area as a Transition Area. The description of this designation is as follows:

Transition Area:

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

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

Page 28 – All requests for zone changes, special use permits etc., will be made considering, but not limited to:

1. The individual characteristics of the site;
2. The existing conditions within the area, and
3. The goals of the community.

Significant policies for consideration:

- 4C: “New growth should enhance the quality and character of existing areas and the general community.”
- 6A: “Promote the orderly development of land use at locations that are compatible with public facilities and adjacent land uses.”
- 6A2: “Encourage high-intensity commercial development, including professional offices, to concentrate in existing areas so as to minimize negative influences on adjacent land uses, such as traffic congestion, parking and noise.
- 6A3: “Commercial development should be limited to collector and arterial streets.”
- 46A: “Provide for the safe and efficient circulation of vehicular traffic.”
- 47C1: “Locate major arterials and provide adequate screening so as to minimize levels of noise pollution in or near residential areas.”
- 51A: “Protect and preserve neighborhoods both old and new.”
- 51A: “Residential neighborhood land uses should be protected from intrusion of incompatible land uses and their effects.”
- 51A4: “Trees should be preserved and protected by support of the Urban Forestry Program and indiscriminate removal discouraged.”
- 62A: “Examine all new developments for appropriateness in regard to the character of the proposed area. Inform developers of City requirements and encourage environmentally harmonious projects.”

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

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

WATER:

Water is available to the site.

Evaluation:

There are adequate services and fire flow capacity in place.

Comments submitted by Terry Pickel, Assistant Water Superintendent.

SEWER:

Sanitary sewer is available for this property.

Evaluation: No impact on public sewer.

Comments submitted by Don Keil, Assistant Wastewater Superintendent.

STORMWATER:

City Code requires a stormwater management plan to be submitted and approved prior to any construction activity on the site.

TRAFFIC:

The subject property by itself is not a traffic generator; however, it serves as an adjunct to the adjoining office building complex. The ITE Trip Generation Manual estimates the project utilizing this lot may generate approximately 42 trips at peak hour periods, based upon an average 1.52 trips/1000 sq.ft. of office space (proposed 28,000 gross s.f. office space).

Evaluation: The adjoining office and associated parking lot allow for more than one point of ingress & egress, therefore, the adjacent streets should accommodate the additional traffic volume.

STREETS:

The subject property adjoins 4th Street which is a fully developed road section that was recently reconstruction to its ultimate configuration.

Evaluation: No additional changes to 4th Street will be required.

APPLICABLE CODES AND POLICIES:

STREETS:

An encroachment permit shall be obtained prior to any work being performed in the existing right-of-way.

STORMWATER

A stormwater management plan shall be submitted and approved prior to start of any construction. The plan shall conform to all requirements of the City.

Comments submitted by Chris Bates, Project Manager.

FIRE:

We have seen the request and have no comments.

Dan Cochran, Deputy Fire Chief.

POLICE:

I have no comments at this time.

Submitted by Steve Childers, Captain, Police Department

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

The subject property has level terrain with no topographic features.

Evaluation: There are no physical limitations to future development.

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

Adjoining the subject property to the north is a vacant lot at the southwest corner of Neider Avenue and 4th Street that is zoned C-17L.

Adjoining the subject property to the west is a vacant lot that will contain the proposed Global Credit Union center. It will be serviced by the proposed parking lot that is requested by the special use permit.

Adjoining the subject property to the south is a 1.9 acre lot zoned R-12 that contains a single-family dwelling but is mainly vacant.

To the west of the subject property, on the east side of 4th Street, is a stable-established neighborhood that is predominately single-family development.

The Transportation plan designates Neider Avenue and 4th Street as urban collectors.

An urban collector functions to collect and distribute traffic from low density and single-family areas to nearest arterial, which in this area would be Government Way.

Evaluation: The subject property is on the east edge of a rapidly developing commercial corridor along Neider Avenue between Government Way and 4th Street and with R-17 zoning would establish a good transition between this commercial corridor and the single-family and multi-family uses along 4th Street to the south and east.

C. Proposed conditions:

1. The applicant shall obtain a site development permit from the City of Coeur d'Alene prior to construction of the parking lot.
2. The parking lot access to 4th Street be set up for a right in and right out only, striped and signed, pursuant to the City's normal development procedures.

D. Ordinances and Standards Used In Evaluation:

Comprehensive Plan - Amended 1995.
Municipal Code.
Idaho Code.
Wastewater Treatment Facility Plan.
Water and Sewer Service Policies.
Urban Forestry Standards.
Transportation and Traffic Engineering Handbook, I.T.E.
Manual on Uniform Traffic Control Devices.

ACTION ALTERNATIVES:

Staff recommends the City Council take the following action:

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

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

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

PROPERTY INFORMATION

- 1. Gross area: (all land involved): 0.581 acres, and/or _____ sq.ft.
- 2. Total Net Area (land area exclusive of proposed or existing public street and other public lands): 0.581 acres, and/or _____ sq. ft.
- 3. Total length of streets included: 132.77 ft., and/or _____ miles.
- 4. Total number of lots included: 1
- 5. Average lot size included: 0.581 ACRES
- 6. Existing land use: VACANT
- 7. Existing Zoning (circle all that apply): R-1 R-3 R-5 R-8 **R-12** R-17 MH-8
C-17 C-17L C-34 LM M
- 8. Proposed Zoning (circle all the apply): R-1 R-3 R-5 R-8 R-12 **R-17** MH-8
C- 17 C-17L C-34 LM M

JUSTIFICATION

Proposed Activity Group; PARKING SUPPORT

Please use this space to state the reason(s) for the requested zone change.

SEE COVER LETTER

Appropriate Comprehensive Plan goals and policies should be included in your reasons.

R-17 IS APPROPRIATE AS A TRANSITION BETWEEN C-17L ALONG N. ~~W~~ EIDER AVE. TO THE NORTH AND LOW DENSITY RESIDENTIAL TO THE SOUTH. THIS TRANSITIONAL AREA SUPPORTS COMMERCIAL CLUSTERS THAT SERVICE ADJACENT RESIDENTIAL AREAS.

Applicant: Russell Wolfe
Location: 3313 N. 4th Street
Request: A proposed zone change from R-12 (Residential at 12 units/acre)
to R-17 (Residential at 17 units/acre)
QUASI-JUDICIAL (ZC-4-07)

Associate Planner Stamos presented the staff report, gave the mailing tally as 1 in favor, 1 opposed, and 1 neutral and answered questions from the Commission.

Commissioner Bowlby commented that she is concerned with the amount of traffic, on 4th Street and if staff could estimate what the distance is from the entry located on 4th street from the light located on the corner of 4th and Neider Avenue.

Chairman Bruning commented that he would estimate the distance to be 300 feet.

Commissioner Bowlby commented that she has concerns with people wanting to turn left onto 4th Street, and questioned if a turn lane will be provided.

Public testimony open.

Russ Wolfe, applicant representative, N. 1015 Calispel, Suite B, Spokane, Washington, commented that he is the representative for Global Credit Union and complimented staff on a great staff report. He described the proposed building to be 6,000 sq. ft. and plans for the layout of the parking lot. He explained that an R-17 zone was carefully chosen, with the idea that this zoning would have the least impact on the surrounding neighborhood. He continued that adequate buffering will be provided for the single family homes located to the east of the property, and that the curb cut facing 4th Street will only be used if needed. He explained that people exiting this site will use Neider Avenue as the logical way to ingress and egress the property.

Commissioner Rasor commented that he is concerned with cars leaving the property and that their headlights shining into the windows of the homes located across from the property.

Mr. Wolfe commented that adequate buffering will be provided to prevent any inconvenience to the existing homes on that street.

Randy Teall, Owner, 5821 Harcourt Drive, Coeur d'Alene, commented that Global Credit Union was started 52 years ago and is owned by the members who have joined the company. He explained that the belief of the company is to give back to the community by offering the use of their conference room to the public, for a small fee. He added that this project will serve the community well by providing convenient operating hours with an ATM open 24 hours.

Commissioner Bowlby inquired regarding the number employees to be hired by the company.

Mr. Teall commented that he would estimate the number of employees to be 20.

Brian Donnell, 1214 E. Ichabod Lane, Coeur d'Alene, commented that he was opposed when the violin shop had requested a zone change, and is opposed to this request presented tonight. He explained that by granting this zone change, it is setting precedence, and if that happens, he does not want to move but will consider it.

He added that he has lived in this neighborhood since 1993, and realizes that areas change, but feels it is too soon for this area.

Commissioner Souza commented that she remembers that specific zone change last year, and explained that request was denied because the Commission felt a C-17 zone would be an

negative impact to this neighborhood. She added that after that hearing, the Commission felt a zoning classification was needed to fit these areas and that out of workshops held last year, two new residential zones have been adopted by the City which are NC (Neighborhood Commercial) and CC (Community Commercial).

Ladonna Donnell, 3110 N. 6th Street, Coeur d'Alene, commented that she is opposed to this request because of the amount of traffic this project will generate, especially at the intersection of 4th and Neider Avenue.

Matt Donnell, 602 Ichabod, Coeur d'Alene, commented that he has noticed many homes for sale on 4th Street, and feels the reason for people leaving is because of the numerous requests for commercial projects proposed for this area, and is opposed to this request.

Commissioner Messina inquired why there is an access on 4th Street and if this project is approved, could that access be eliminated.

REBUTTAL:

Mr. Wolfe commented that he appreciates all the comments heard from the community and hopes he can address some of those concerns. He explained that the existing driveway located on the parcel was the driveway for the original house on the property and is intended to access the new parking lot. He explained that this access would not be used unless, there is overflow with Neider Avenue, and traffic is diverted. He commented that he feels that this project will be a win/win for this community.

Commissioner Razor inquired if a condition could be added stating that a right-turn only lane be required when exiting that parcel onto 4th Street.

Commissioner Messina inquired if the applicant would consider combining the two parcels in the future.

Mr. Wolfe commented that has been considered, and may happen.

Commissioner Messina questioned if the applicant is willing to vacate the existing access to eliminate the problem on 4th Street.

Deputy City Attorney Wilson explained that if the applicant is willing to do that it would be his choice.

Mr. Wolfe commented that they feel the access is valuable to this property and is not willing to give it up.

Commissioner Razor questioned if the applicant would agree to a condition requiring that a right turn only lane onto 4th Street.

Mr. Wolfe answered that they would agree, and is willing to work with the City Engineer on that issue if this project is approved.

Public testimony closed.

Motion by Razor, seconded by Souza, to approve Item ZC-4-07. Motion approved.

ROLL CALL:

Commissioner Bowlby	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Razor	Voted	Aye

Commissioner Souza Voted Aye

Motion to approve carried by a 4 to 0 vote.

**COEUR D'ALENE PLANNING COMMISSION
FINDINGS AND ORDER**

A. INTRODUCTION

This matter having come before the Planning Commission on, April 10, 2007, and there being present a person requesting approval of ITEM: ZC-4-07 a request for a zone change from R-12 (Residential at 12 units/acre) to R-17 (Residential at 17 units/acre)

LOCATION – +/- .58-acre parcel near the Southwest Corner of 4th Street and Neider Avenue (3313 North 4th Street)

APPLICANT: Russell Wolfe

B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON

- B1. That the existing land uses are residential – single-family, duplexes, and multi-family, commercial retail sales and service, and vacant land.
- B2. That the Comprehensive Plan Map designation is Transition
- B3. That the zoning is R-12 (Residential at 12 units/acre)
- B4. That the notice of public hearing was published on, March 24, 2007, and, April 3, 2007, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, March 29, 2007, which fulfills the proper legal requirement.
- B6. That 58 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on, March 23, 2007, and 3 responses were received: 1 in favor, 1 opposed, and 1 neutral.
- B7. That public testimony was heard on April 10, 2007 including the applicant's representative, Russell Wolfe explaining the request and area neighbors who expressed concerns about traffic on 4th Street.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:
- 4C: "New growth should enhance the quality and character of existing areas and the general community."
This is a good project for the area even though traffic on 4th Street is a problem.
- 6A3: "Commercial development should be limited to collector and arterial streets."
This project is on 4th Street, which is an arterial.
- B9. That public facilities and utilities are available and adequate for the proposed use.
This is a parking lot and has adequate utilities.

B10. That the physical characteristics of the site do make it suitable for the request at this time because it is a flat parcel with no physical constraints.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character or existing land uses because the decision will try to mitigate the traffic issue on 4th Street with a condition, the proposed zoning is compatible with uses on the west side of 4th Street and it is a low impact use.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of RUSSELL WOLFE for a zone change, as described in the application should be approved.

Motion by Rasor, seconded by Souza, to adopt the foregoing Findings and Order.

ROLL CALL:

Commissioner Bowlby	Voted Aye
Commissioner Messina	Voted Aye
Commissioner Rasor	Voted Aye
Commissioner Souza	Voted Aye

Commissioners George and Jordan were absent.

Motion to approve carried by a 4 to 0 vote.


CHAIRMAN JOHN BRUNING

**COEUR D'ALENE CITY COUNCIL
FINDINGS AND ORDER**

A. INTRODUCTION

This matter having come before the City Council on June 5, 2007, and there being present a person requesting approval of ITEM ZC-4-07, a request for a zone change from R-12 (Residential at 12 units/acre) to R-17 (Residential at 17 units/acre)

LOCATION – +/- .58-acre parcel near the Southwest Corner of 4th Street and Neider Avenue
(3313 North 4th Street)

APPLICANT: Russell Wolfe

B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON

(The City Council may adopt Items B1-through7.)

- B1. That the existing land uses are residential – single-family, duplexes, and multi-family, commercial retail sales and service, and vacant land.
- B2. That the Comprehensive Plan Map designation is Transition
- B3. That the zoning is R-12 (Residential at 12 units/acre)
- B4. That the notice of public hearing was published on, April 28, 2007, and May 8, 2007, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on May 4, 2007, which fulfills the proper legal requirement.
- B6. That 58 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on April 27, 2007, and _____ responses were received: ____ in favor, ____ opposed, and ____ neutral.
- B7. That public testimony was heard on June 5, 2007.
- B8. That this proposal **(is) (is not)** in conformance with the Comprehensive Plan policies as follows:

B9. That public facilities and utilities **(are) (are not)** available and adequate for the proposed use. This is based on

Criteria to consider for B9:

1. Can water be provided or extended to serve the property?
2. Can sewer service be provided or extended to serve the property?
3. Does the existing street system provide adequate access to the property?
4. Is police and fire service available and adequate to the property?

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

Criteria to consider for B10:

1. Topography
2. Streams
3. Wetlands
4. Rock outcroppings, etc.
5. vegetative cover

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

Criteria to consider for B11:

1. Traffic congestion
2. Is the proposed zoning compatible with the surrounding area in terms of density, types of uses allowed or building types allowed
3. Existing land use pattern i.e. residential, commercial, residential w churches & schools etc.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of **RUSSELL WOLFE** for a zone change, as described in the application should be **(approved) (denied) (denied without prejudice)**.

Special conditions applied are as follows:

Motion by _____, seconded by _____, to adopt the foregoing Findings and Order.

ROLL CALL:

Council Member Hassell	Voted _____
Council Member Edinger	Voted _____
Council Member Goodlander	Voted _____
Council Member McEvers	Voted _____
Council Member Reid	Voted _____
Council Member Kennedy	Voted _____

Mayor Bloem Voted _____ (tie breaker)

Council Member(s) _____ were absent.

Motion to _____ carried by a ____ to ____ vote.

MAYOR SANDI BLOEM

**CITY COUNCIL
STAFF REPORT**

FROM: JOHN J. STAMSOS, SENIOR PLANNER
DATE: JUNE 5, 2007
SUBJECT: ZC-6-07 – ZONE CHANGE FROM R-12 TO C-17
LOCATION – +/-13,983 SQ. FT. PARCEL AT 1502 NORTH 3RD STREET

DECISION POINT:

George Beaudry is requesting a zone change from R-12 (residential at 12 units per gross acre) to C-17 (Commercial) at 1502 North 3rd Street.

SITE PHOTOS:

A. Aerial photo



B. Site photo

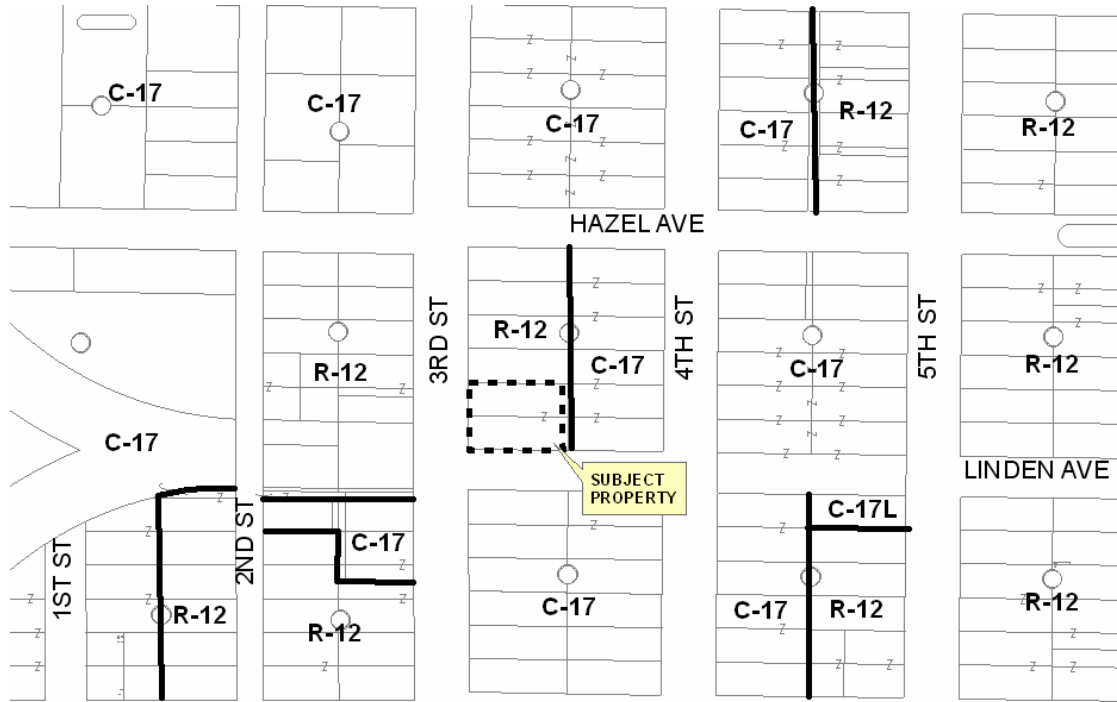


C. Site photo

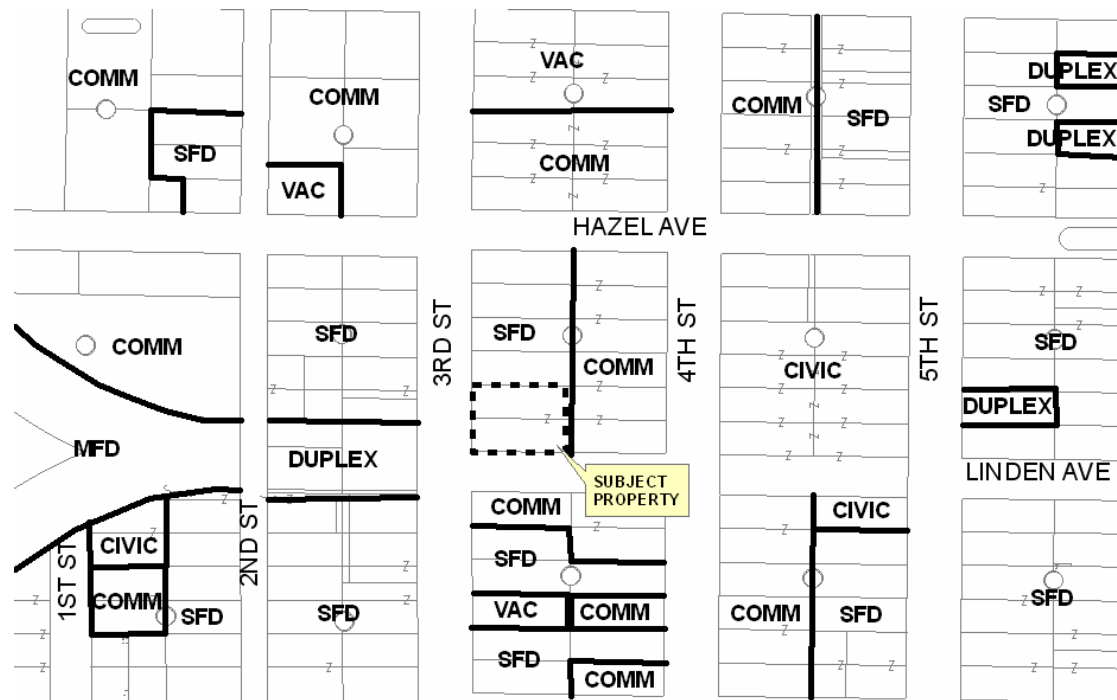


GENERAL INFORMATION:

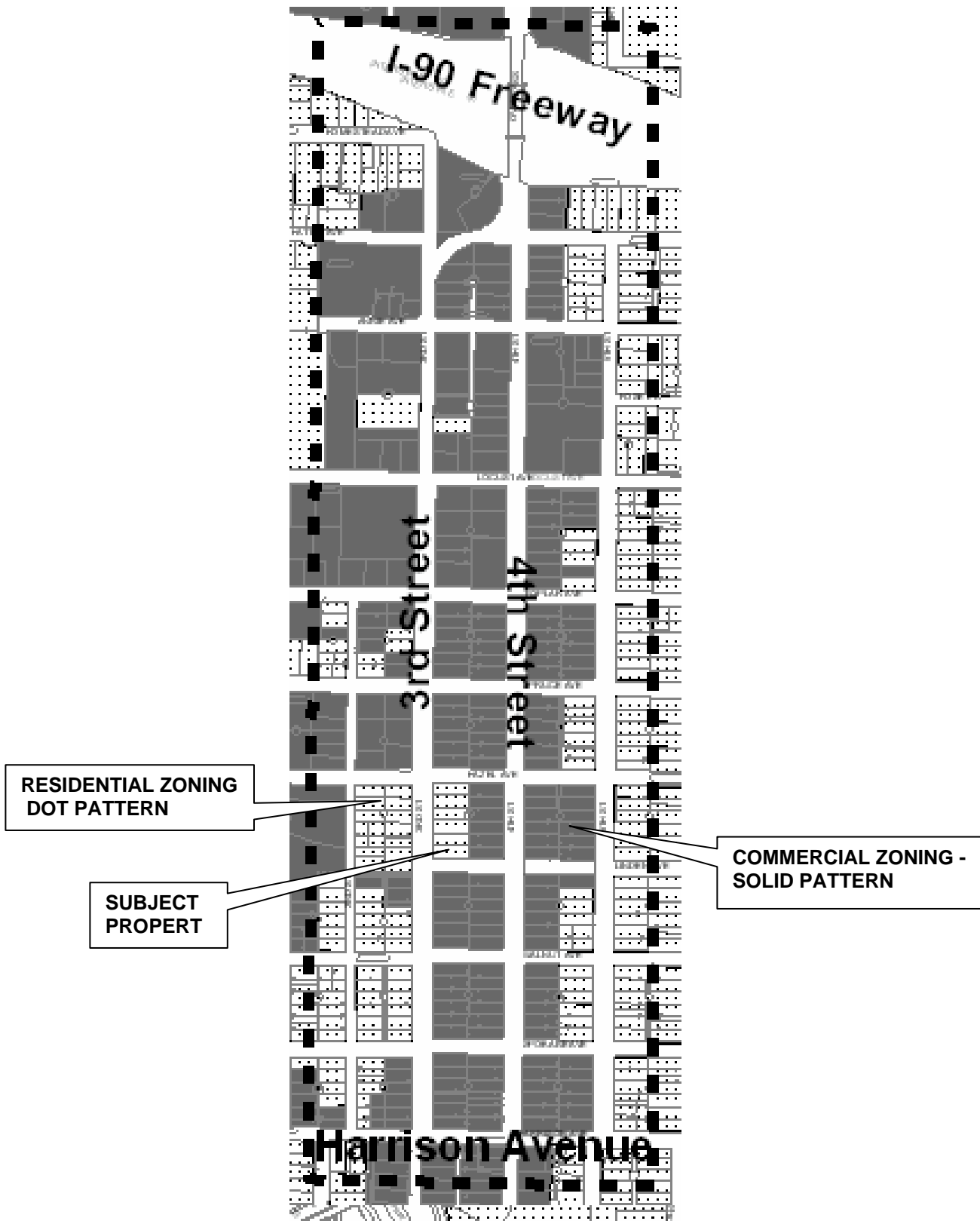
A. Zoning:



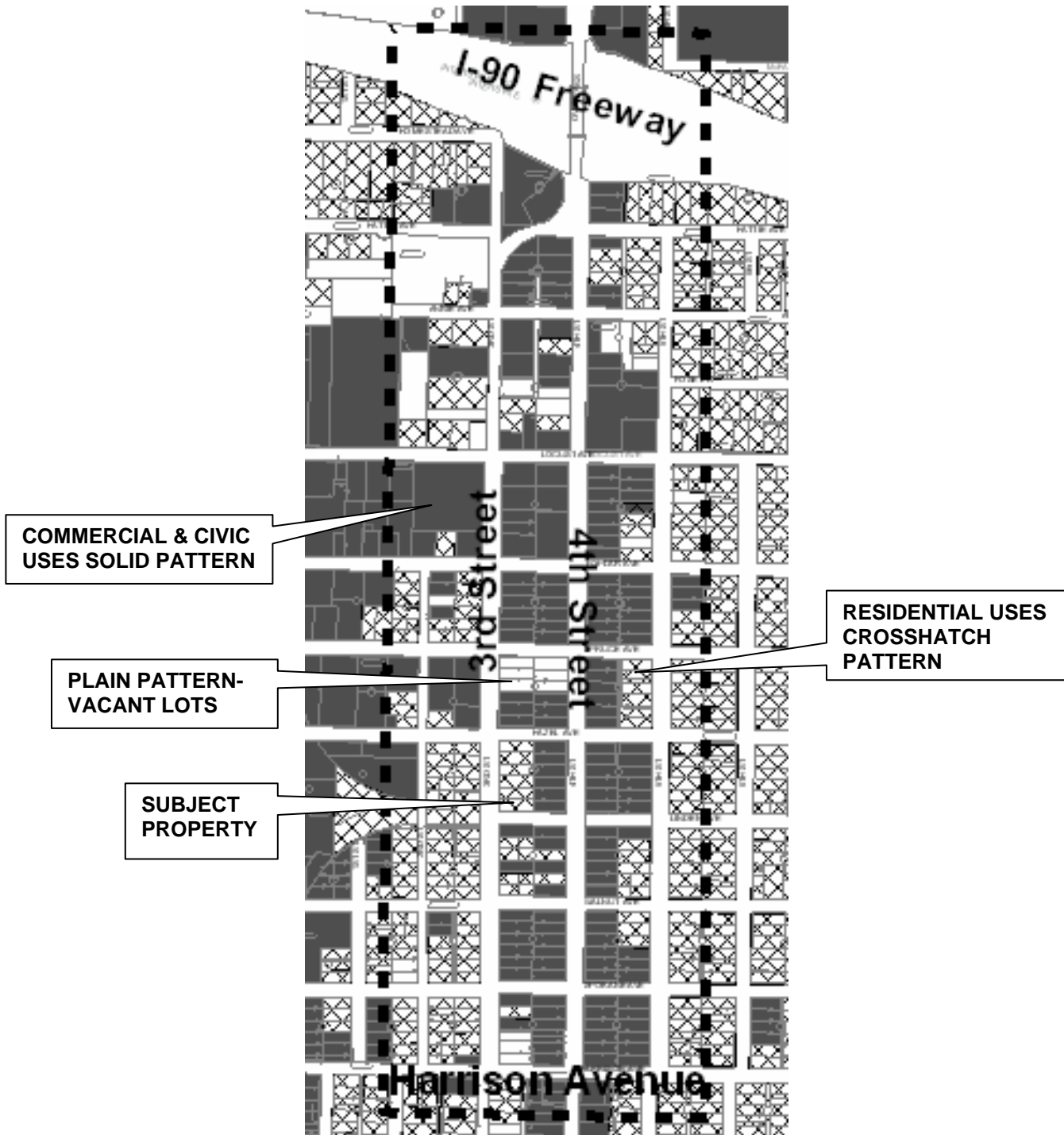
B. Generalized land use pattern:



C. Zoning pattern - 3rd/4th Street corridor:



D. Land uses along 3rd/4th Street corridor:



E. Applicant: George Beaudry
Owner: 4551 Inverness Drive
Post Falls, ID 83854

F. Land uses in the area include residential - single-family, duplex and multi-family, commercial – retail sales & service and vacant land.

- G. The subject property is occupied by a single-family dwelling.
- H. Previous actions on surrounding property (See page 1):
 - 1. ZC-15-86 - R-12 to C-17 - Approved in 1986.
 - 2. ZC-6-88- R-12 to C-17 - Approved in 1988.
 - 3. ZC-9-04 - R-12 to C-17L - Approved January 18, 2005

I. Planning Commission action:

The Planning Commission heard the request on April 10, 2007 and took the following action:

- 1. Motion to deny approved by a 3 to 2 vote.
- 2. On April 20, 2007, an appeal of the Planning Commission's decision was filed with the City.
- 3. On May 15, 2007, The City Council continued the public hearing to June 5, 2007.

PERFORMANCE ANALYSIS:

A. Zoning:

Approval of the zone change request would intensify the potential uses on the property by allowing commercial retail sales and service uses on a parcel that now only allows residential and civic uses.

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

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

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

- 1. Single-family detached housing (as specified by the R-8 District).
- 2. Duplex housing (as specified by the R-12 District).
- 3. Cluster housing (as specified by the R-17 District).
- 4. Multiple-family (as specified by the R-17 District).
- 5. Home occupations.
- 6. Community education.
- 7. Essential service.
- 8. Community assembly.
- 9. Religious assembly.
- 10. Public recreation.
- 11. Neighborhood recreation.
- 12. Commercial recreation.
- 13. Automobile parking when serving an adjacent business or apartment.
- 14. Hospitals/health care.
- 15. Professional offices.
- 16. Administrative offices.
- 17. Banks and financial institutions.

18. Personal service establishments.
19. Agricultural supplies and commodity sales.
20. Automobile and accessory sales.
21. Business supply retail sales.
22. Construction retail sales.
23. Convenience sales.
24. Department stores.
25. Farm equipment sales.
26. Food and beverage stores, on/off site consumption.
27. Retail gasoline sales.
28. Home furnishing retail sales.
29. Specialty retail sales.
30. Veterinary office.
31. Hotel/motel.
32. Automotive fleet storage.
33. Automotive parking.
34. Automobile renting.
35. Automobile repair and cleaning.
36. Building maintenance service.
37. Business support service.
38. Communication service.
39. Consumer repair service.
40. Convenience service.
41. Funeral service.
42. General construction service.
43. Group assembly.
44. Laundry service.
45. Finished goods wholesale.
46. Group dwelling-detached housing.
47. Mini-storage facilities.
48. Noncommercial kennel.
49. Handicapped or minimal care facility.
50. Rehabilitative facility.
51. Child care facility.
52. Juvenile offenders facility.
53. Boarding house.
54. Commercial kennel.
55. Community organization.
56. Nursing/convalescent/rest homes for the aged.
57. Commercial film production.

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

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

The zoning pattern (see zoning map on page 2) in the surrounding area shows predominately C-17 with only a small area of R-12. This area has been in transition from R-12 to C-17 zoning for

several years.

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

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

1. The subject property is within the existing city limits.
2. The City Comprehensive Plan Map designates this area as a Transition Area and adjacent to 3 rd and 4th Streets, which are designated as High Intensity Corridors, as follows:

Transition Areas:

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

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

In reviewing all projects, the following should be considered:

Page 28 – All requests for zone changes, special use permits etc., will be made considering, but not limited to:

1. The individual characteristics of the site;
2. The existing conditions within the area, and
3. The goals of the community.

High Intensity Corridors:

“These corridors are established as the primary areas where significant auto oriented community sales / service and wholesale activities should be concentrated.”

- Encourage auto oriented commercial uses abutting major traffic corridors.
- Residential uses up to 34 du/ac may be encouraged. Low intensity residential uses are discouraged.
- The development should be accessible by pedestrian, bicycle and auto.
- Residential uses may be allowed but not encouraged. Low intensity residential uses are discouraged.
- Encourage manufacturing / warehousing uses to cluster into district served by major transportation corridors.
- Arterial / collector corridors defined by landscaping / street trees.
- Development may be encouraged to utilize large areas adjacent to these transportation

corridors.

Significant policies for consideration:

- 4C: "New growth should enhance the quality and character of existing areas and the general community."
- 6A: "Promote the orderly development of land use at locations that are compatible with public facilities and adjacent land uses."
- 6A2: "Encourage high-intensity commercial development, including professional offices, to concentrate in existing areas so as to minimize negative influences on adjacent land uses, such as traffic congestion, parking and noise."
- 6A3: "Commercial development should be limited to collector and arterial streets."
- 46A: "Provide for the safe and efficient circulation of vehicular traffic."
- 47C1: "Locate major arterials and provide adequate screening so as to minimize levels of noise pollution in or near residential areas."
- 51A: "Protect and preserve neighborhoods both old and new."
- 51A5: "Residential neighborhood land uses should be protected from intrusion of incompatible land uses and their effects."
- 62A: "Examine all new developments for appropriateness in regard to the character of the proposed area. Inform developers of City requirements and encourage environmentally harmonious projects."

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

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

WATER:

Water is available to the subject property.

Evaluation: Site has an existing ¾" service and may require upgrading dependent on proposed use. Mains are adequate and fire flow is available.

Terry Pickel, Assistant Water Superintendent

SEWER:

Sewer: Sanitary sewer is available to this parcel.

Evaluation: No impact to public sewer.

Don Keil, Assistant Wastewater Superintendent

STORMWATER:

City Code requires a stormwater management plan to be submitted and approved prior to any construction activity on the site.

Evaluation: Roadway drainage is currently contained within the existing City hard pipe system.

TRAFFIC:

Although there is no change in the proposed use at this time this proposed rezoning would, in theory, allow other uses that could generate additional traffic.

Evaluation: Any change in use and related traffic impacts are evaluated prior to issuance of building permits. The Development Impact Fee Ordinance requires any extraordinary traffic impacts to be mitigated by the applicant as a condition of permit issuance. Therefore, potential traffic impacts need not be addressed at this time

STREETS:

The adjoining streets, 3rd Street and Linden Avenue, are constructed to current City standards.

APPLICABLE CODES AND POLICIES:

STREETS:

An encroachment permit shall be obtained prior to any work being performed in the existing right-of-way.

STORMWATER:

A stormwater management plan shall be submitted and approved prior to start of any construction activity on the subject property. The plan shall conform to all requirements of the City.

SUBMITTED BY CHRIS BATES, PROJECT MANAGER

FIRE:

We have seen the request and have no comments.

Submitted by Dan Cochran, Deputy Fire Chief

POLICE:

I have no comments at this time.

Submitted by Steve Childers, Captain, Police Department

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

The subject property is level with no significant topographic features.

Evaluation: There are no physical limitations to future development.

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

The subject property is located within the commercial area between Government Way, 4th Street, Hazel Avenue, and the Locust Avenue.

Evaluation: The subject property is in an established commercial area that is predominately C-17 zoning with the majority of the uses being commercial or civic uses.

F. Proposed conditions:

None.

G. Ordinances and Standards Used In Evaluation:

Comprehensive Plan - Amended 1995.
Municipal Code.
Idaho Code.
Wastewater Treatment Facility Plan.
Water and Sewer Service Policies.
Urban Forestry Standards.
Transportation and Traffic Engineering Handbook, I.T.E.
Manual on Uniform Traffic Control Devices.

ACTION ALTERNATIVES:

Staff recommends the City Council take the following action:

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

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

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

PROPERTY INFORMATION

- 1. Gross area: (all land involved): 0.321 acres, and/or _____ sq.ft.
- 2. Total Net Area (land area exclusive of proposed or existing public street and other public lands): _____ acres, and/or 14100 sq. ft.
- 3. Total length of streets included: 240 ft., and/or _____ miles.
- 4. Total number of lots included: 2
- 5. Average lot size included: 50' x 140' or 7050 sq. ft.
- 6. Existing land use: Residential
- 7. Existing Zoning (circle all that apply): R-1 R-3 R-5 R-8 **(R-12)** R-17 MH-8
C-17 C-17L C-34 LM M
- 8. Proposed Zoning (circle all the apply): R-1 R-3 R-5 R-8 R-12 R-17 MH-8
(C-17) C-17L C-34 LM M

JUSTIFICATION

Proposed Activity Group; _____

Please use this space to state the reason(s) for the requested zone change.

Appropriate Comprehensive Plan goals and policies should be included in your reasons.

To have changed from Residential to Commercial. This the only
block on the east side of third in this area, that has not been
changed. Also I want to have it changed before I put it up for
sale.

Applicant: George Beaudry
Location: 1502 N. 3rd Street
Request: Proposed zone change from R-12 (Residential at 12 units/acre)
to C-17 (Commercial at 17 units/acre)
QUASI-JUDICIAL (ZC-6-07)

Associate Planner Stamos presented the staff report, gave the mailing tally as 3 in favor, 1 opposed, and 1 neutral and answered questions from the Commission.

Public testimony open.

George Beaudry, 4551 Inverness, Post Falls, commented that he feels the area is changing and decided the time is right to place the lot for sale. He explained that other commercial businesses have located to this area and feels this is the right choice. He added that there is an existing house on the property that is in bad shape and needs to be torn down.

Annika Connaway, 1418 N. Second Street, Coeur d'Alene, commented that she is opposed to this request and read a letter addressing her concerns. She commented that this is an area of mostly residential homes, and if the zone request is approved, feels that this will cause a domino effect with other commercial requests to follow. She commented that this block has many beautiful trees that need to be preserved, and if this request is approved those will be gone.

Public testimony closed.

DISCUSSION:

Commissioner Bowlby commented that she feels there is too much commercial in this area already, and is concerned with the uses associated with this zone, if approved.

Commissioner Souza concurred, and feels that by approving this request, it will put this neighborhood at risk, and feels that it is their job to protect this neighborhood.

Commissioner Razor commented that he disagrees and explained that this is an area of transition and questioned if it is our job to predict what will happen in the future for this area. He added that he feels that it is not our right to tell the applicant what he should do with his property.

Commissioner Bowlby commented that she feels that we have to get a handle on the amount of commercial activities in this area.

Commissioner Razor commented that he feels if this zone change is granted will not guarantee that the whole block will follow.

Commissioner Messina commented that he agrees that there are a lot of uses associated with the C-17 zone, but in order to build a substantial building, he feels that lots would need to be combined in order to have the square footage to support a large building.

Chairman Bruning commented that he agrees that this is an area of transition and feels that the timing is wrong for this request to be granted. He added that someday, it maybe appropriate, but not today.

Motion by Souza, seconded by Bowlby, to deny Item ZC-6-07. Motion approved.

ROLL CALL:

Commissioner Bowlby Voted Aye

Commissioner Messina	Voted	Nay
Commissioner Rasor	Voted	Nay
Commissioner Souza	Voted	Aye
Chairman Bruning	Voted	Aye

Motion to approve carried a 3 to 2 vote.

**COEUR D'ALENE PLANNING COMMISSION
FINDINGS AND ORDER**

A. INTRODUCTION

This matter having come before the Planning Commission on, April 10, 2007, and there being present a person requesting approval of ITEM ZC-6-07, a request for a zone change from R-12 (Residential at 12 units per gross acre) to C-17 (Commercial)

LOCATION – +/-13,983 sq. ft. parcel at 1502 North 3rd Street

APPLICANT: George Beaudry

B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON

- B1. That the existing land uses are residential - single-family, duplex and multi-family, commercial – retail sales & service and vacant land.
- B2. That the Comprehensive Plan Map designation is Transition
- B3. That the zoning is R-12 (Residential at 12 units per gross acre)
- B4. That the notice of public hearing was published on, March 24, 2007, and, April 3, 2007, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, March 29, 2007, which fulfills the proper legal requirement.
- B6. That 35 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on, March 23, 2007, and 5 responses were received: 3 in favor, 1 opposed, and 1 neutral.
- B7. That public testimony was heard on April 10, 2007 from the applicant Mr. Beaudry and a nearby neighbor. Mr. Beaudry obviously in support and the neighbor pointing out some reasons that she thinks that keeping the current zoning would be best for that neighborhood.
- B8. That this proposal is not in conformance with the Comprehensive Plan policies as follows:
 - 51A: "Protect and preserve neighborhoods both old and new."
 - 51A5: "Residential neighborhood land uses should be protected from intrusion of incompatible land uses and their effects."

These two Comprehensive Plan policies speak to the need to hold on to neighborhoods that are in tact, that are contiguous with each other within the zoning district and that have been in existence for enough time that the expectation is that they will continue at least for a while. If once you change the zoning on one parcel especially on the corner and then it does tend to just go right down the line like lightning once you start that first domino affect and that is my fear that we will not being doing our job in protecting these neighborhoods if we don't keep this particular piece of property in the current zoning.

The applicant came forward to us asking for the zone change but with no particular compelling reason to give us the idea that this zone change would be beneficial to the area so, the protection of the neighborhood in my mind takes precedence over that in conformance with the Comprehensive Plan.

B9. That public facilities and utilities are available and adequate for the proposed use.

This is based on the staff report that indicates that water, sewer, streets and other utilities are adequate to this property.

B10. That the physical characteristics of the site do make it suitable for the request at this time.

There is no topography or other physical characteristics that are a problem.

B11. That the proposal would adversely affect the surrounding neighborhood with regard to traffic, neighborhood character or existing land uses.

Traffic is fine, neighborhood character and existing land uses is what it would adversely affect. The neighborhood character would be dramatically changed if this particular parcel of land were to be re-zoned then it would simply accelerate the transition into solely commercial use up and down this particular section of 3rd Street on both sides of the street.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of GEORGE BEAUDRY for a zone change, as described in the application should be denied.

Motion by Souza, seconded by Bowlby, to adopt the foregoing Findings and Order.

ROLL CALL:

Commissioner Bowlby	Voted Aye
Commissioner Messina	Voted Nay
Commissioner Rasor	Voted Nay
Commissioner Souza	Voted Aye

Chairman Bruning Voted Aye (tie breaker)

Commissioners George and Jordan were absent.

Motion to deny carried by a 3 to 0 vote.


CHAIRMAN JOHN BRUNING

**COEUR D'ALENE CITY COUNCIL
FINDINGS AND ORDER**

A. INTRODUCTION

This matter having come before the City Council on June 5, 2007, and there being present a person requesting approval of ITEM ZC-6-07 , a request for a zone change from R-12 (Residential at 12 units per gross acre) to C-17 (Commercial) zoning district.

LOCATION – +/-13,983 sq. ft. parcel at 1502 North 3rd Street

APPLICANT: George Beaudry

B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON

(The City Council may adopt Items B1-through7.)

- B1. That the existing land uses are residential - single-family, duplex and multi-family, commercial – retail sales & service and vacant land.

- B2. That the Comprehensive Plan Map designation is Transition

- B3. That the zoning is R-12 (Residential at 12 units per gross acre)

- B4. That the notice of public hearing was published on May 19, 2007, and May 29, 2007, which fulfills the proper legal requirement.

- B5. That the notice of public hearing was posted on the property on May 23, 2007, which fulfills the proper legal requirement.

- B6. That 35 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on May 18, 2007, and _____ responses were received: ____ in favor, ____ opposed, and ____ neutral.

- B7. That public testimony was heard on June 5, 2007.

- B8. That this proposal **(is) (is not)** in conformance with the Comprehensive Plan policies as follows:

B9. That public facilities and utilities **(are) (are not)** available and adequate for the proposed use. This is based on

Criteria to consider for B9:

1. Can water be provided or extended to serve the property?
2. Can sewer service be provided or extended to serve the property?
3. Does the existing street system provide adequate access to the property?
4. Is police and fire service available and adequate to the property?

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

Criteria to consider for B10:

1. Topography
2. Streams
3. Wetlands
4. Rock outcroppings, etc.
5. vegetative cover

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

Criteria to consider for B11:

1. Traffic congestion
2. Is the proposed zoning compatible with the surrounding area in terms of density, types of uses allowed or building types allowed
3. Existing land use pattern i.e. residential, commercial, residential w churches & schools etc.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of **GEORGE BEAUDRY** for a zone change, as described in the application should be **(approved)** **(denied)** **(denied without prejudice)**.

Special conditions applied are as follows:

Motion by _____, seconded by _____, to adopt the foregoing Findings and Order.

ROLL CALL:

Council Member Hassell	Voted _____
Council Member Edinger	Voted _____
Council Member Goodlander	Voted _____
Council Member McEvers	Voted _____
Council Member Reid	Voted _____
Council Member Kennedy	Voted _____

Mayor Bloem Voted _____ (tie breaker)

Council Member(s) _____ were absent.

Motion to _____ carried by a ____ to ____ vote.

MAYOR SANDI BLOEM

**PARKS AND RECREATION COMMISSION
STAFF AGENDA**

DATE: May 7, 2007
FROM: Doug Eastwood, Parks Director
SUBJECT: AMENDMENT TO ORDINANCE 8.25.025 AND RESOLUTION 06-077

DECISION POINT:

Amend Ordinance 8.25.025 to reflect 20-minute parking at boat launch docks. Amend Resolution 06-077 to increase fees for launches and add water sport activity launch fee. Forward recommendation to City Council to set a public hearing.

HISTORY:

The 3rd Street boat launch area is one of the busiest marinas in the state with an average of 7,000 launches per year. We currently prohibit all commercial activity at this site. The reason for this is that the site falls under the LWCF guidelines requiring that the use be restricted to recreational activity only. Additionally, the 3rd Street boat launch area suffered severe damage from commercial activity in 1999-2000 leading to over \$250,000 in repairs to the seawall and docks. The existing ramp is breaking up due to heavy use which now requires us to enforce the recreational use only requirements under the LWCF guidelines. The IDPR currently requires permits for non-recreational use at their ramps and Kootenai County is in the process of adopting a similar requirement. Hours and days for non-recreational use are regulated by the permit. For the recreational user, the State and BLM charge a \$4.00 launch fee; we currently charge \$3.00 for residents and \$6.00 for non-residents.

FINANCIAL ANALYSIS:

We are proposing the following fee structure which will be collected by Diamond Parking:

Use	Current Fee	Proposed Fee
Launch Fee – Resident	\$3.00	\$4.00
Launch Fee – Non-Resident	\$6.00	\$8.00
Annual Launch Fee – Resident	\$30.00	\$40.00
Annual Launch Fee – Non-Resident	\$60.00	\$80.00
Daily Pass – Water Sport Activity/Non-Commercial	---	\$25.00
Season Pass – Water Sport Activity/Non-Commercial	---	\$250.00

PERFORMANCE ANALYSIS:

These fee adjustments will bring our boat launch area more in line with the fees being charged by other agencies in the area. The water sport activity fee is new and addresses the businesses that use the launch area several times a day or week for recreation intended uses such as launching jet skis and boats rented from that business. This does not allow for extended stays, but does allow 20 minutes for loading and unloading as per Ordinance 8.25.025 which applies to all launch users. Fees collected remain in the Parks Department Waterfront Improvement line item.

DECISION POINT:

Recommend change in Ord. 8.25.025 to regulate time at launch docks, amend change in current fees per Resolution 06-077 and request City Council to set a public hearing.

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

**GENERAL SERVICES COMMITTEE
MINUTES**

Monday May 21, 2007
4:00 p.m., Council Chambers

COMMITTEE MEMBERS PRESENT

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

CITIZENS PRESENT

Janet Robnett, Legal Counsel for Doyle's
Stan Freist, Doyle's Wholesale
Kathy Hunt
Fran and David Poling

STAFF PRESENT

Tim Trout, Code Enforcement
Judy House, Claims/Code Enforcement/Risk Manager
Renata McLeod, Project Coordinator
Kenny Gabriel, Fire Chief
Victoria Bruno, Project Coordinator
Mike Gridley, City Attorney
Troy Tymesen, Finance Director
Ed Wagner, Building Official
Tim Martin, Street Superintendent
Karen Haskew, Urban Forester
Steve Anthony, Recreation Director
Gordon Dobler, Engineering Director
Wendy Gabriel, City Administrator
Wendy Carpenter, Police Chief

Item 1. Citizen Request: Amending M.C. Prohibiting Loading & Unloading from 10 p.m. to 7 a.m. (Information Only)

Kathy Hunt, resident, is requesting the City Council amend Municipal Code Section 17.07.120: *Vibration and Noise*, to prohibit truck loading and unloading between the hours of 10:00 p.m. and 7:00 a.m. daily and add a disturbing the peace violation to anyone exceeding the nighttime decibel meter reading of fifty five (55) dB. Ms. Hunt reports that trucks using loud refrigeration generators are running at Doyle's Wholesale, 651 W. Dalton Avenue, all hours of the night. Ms. Hunt is requesting the City amend its code to prohibit this type of operation when it abuts a residential neighborhood. Ms. Hunt also requests Doyle's Wholesale take the following actions.

- The last bay on the west side of the building be enclosed in concrete to cut down on generator noise.
- A sound wall be placed on the North/West side of the property.
- Prohibit truck traffic through the gate on Park Avenue. Delivery trucks may only enter and exit through the gate on Dalton Avenue.

Janet Robnett, representing Stan Feist of Doyle's Wholesale, commented that Mr. Feist has been more than willing to work with City staff and he believes no violations have been found. They are in the process of commissioning a noise study which will be conducted during the next 30 day period. Discussion ensued regarding the parking of refrigeration trucks in the old Panhandle Concrete location. Mr. Feist agreed to relocate the parking of his own trucks closer to Dalton Avenue and will instruct other company delivery trucks to use the Dalton Avenue gate to enter and exit rather than the Park Avenue gate. Ms. Robnett expressed concern that the proposed amendment would not just affect Doyle's but all city businesses. Victoria Bruno clarified the request before the committee which is to amend Municipal Code 17.07.120. Since November 14, 2006 staff has responded to numerous calls from Ms. Hunt as well as site visits. Ms. Bruno noted that no other complaints have been received regarding Doyle's except for a comment by Mr. Canfield on 1/04/07 and one from Fran and David Poling. To date, approximately \$2,000 worth of staff time has been committed to follow up on the calls and visits. At no time has a violation been found. Tim Trout reported that he's been at the site

numerous times, has taken decibel readings, and at no time has a violation been found. Mr. Trout reminded Ms. Hunt that she needs to call him while the noise is taking place, not after. Janet Robnett responded that they are going to get a commissioned noise study that will measure the noise levels which she believes will be more effective than trying to get Mr. Trout to visit the site at 4:00 a.m. in the morning. Councilman Hassell suggested that the problem may be on the way to being resolved by Mr. Feist's willingness to move the parked trucks as well as the entry and exit from Dalton Avenue.

MOTION: THE COMMITTEE delayed considering the amendment to the city code to see if the voluntary solutions will work. The parties are requested to return to the June 25th General Services meeting to determine if improvements have been made.

Item 2. Housekeeping Amendment to Agreement/KCEMSS Master Agreement.
(Consent Resolution No. 07-042)

Kenny Gabriel, Fire Chief, reported that each year this agreement is renewed. This agreement has a number of house cleaning amendments that do not effect any provisions with the city to include the removal of two non-governmental entities that that were previously included in the agreement. Chief Gabriel noted that the Legal Department reviewed and approved the changes.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 07-042 approving the changes to the Master Agreement between the City and Kootenai County Emergency Medical Services System (KCEMSS).

Item 3. Rental Agreement/Idaho Department of Lands.
(Consent Resolution No. 07-042)

Kenny Gabriel is requesting approval of this years Equipment Rental Agreement with the Idaho Department of Lands which includes updating equipment and new apparatus rental rates.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 07-042 approving this years Equipment Rental Agreement with the Idaho Department of Lands.

Item 4. Donation of Art in Coeur d' Alene Place Roundabout/Greenstone Corporation.
(Consent Calendar)

Steve Anthony, Recreation Director, is asking the City Council to accept the donation of art work by Greenstone Corporation at Coeur d' Alene Place. Steve reported that Greenstone Homes is proposing the "Bear" sculpture that is currently in front of the Art Spirit Gallery. The sculpture would be located on the round-about at Hanley and Courcelles. The Sculpture is valued at \$20,000 and would be donated to the city. Greenstone is proposing to pay for the design to place the sculpture, installation and landscaping, and yearly maintenance of the landscaping and irrigation.

Councilman Hassell expressed concern with vandalism to include someone driving onto the round-about. Steve assured the Council that all efforts will be made to discourage vandalism, though there is never a guarantee it won't happen.

MOTION: THE COMMITTEE is recommending that the City Council accept the donation of art work by Greenstone Corporation and direct staff to prepare the documents needed to finalize the acceptance.

Item 5. Presentation / ADA Sidewalks Update.
(Information Only)

Renata McLeod presented an ADA sidewalk update and explained the process to be implemented as part of the 2007 street overlay program. This process will include notification to homeowners and will provide for a contact person and resources for inspections. Renata further explained that the sidewalk repair program was implemented for several reasons, including bringing the sidewalks under compliance with city code and ADA requirements, potential homeowner liability, and the fact that it is the right thing to do. Renata added that the first year will be a test year. Councilman Goodlander recommended this presentation be given at a council meeting because most folks do not understand that they have a liability even though the sidewalks don't belong to them. Renata also discussed customer support procedures, public education and outreach, and resources for financial assistance for those who cannot afford to make changes. Possible press releases and news articles were discussed.

NO MOTION: For Information Only

Item 6. Presentation / Proposed Organization Appraisal.
(Consent Resolution)

Wendy Gabriel, City Administrator, presented a proposal from The Results Group, Ltd. for an Organizational Assessment of the Coeur d'Alene Police Department in response to a previous inquiry from the council. The organizational assessment proposal consists of three phases. The first phase would include an organizational assessment of the Police Department including a community survey, a community meeting, an internal team member opinion survey, and on-site assessment and interviews. The time line for completion of this assessment would be prior to the final interviews for police chief. Ms. Gabriel mentioned that this assessment would be a useful tool for the new police chief in helping him/her to get up to speed. It can also be used to assist the new chief in implementing strategic planning. Further, the assessment could also be used in the hiring process for the new chief. Phase 2 of the proposal is a proposal for assistance with the police chief interview process, and Phase 3 is a proposal to assist the police department to develop a strategic plan. Ms. Gabriel discussed the qualifications and references for the company and indicated that they also provide executive leadership training for law enforcement command staff, along with supervisory training. Executive management training for the new police chief would be provided free of charge as part of the proposal. Ms. Gabriel also mentioned that The Results Group, Ltd. also offers media relations support including assistance with press releases, etc. They would conduct their on-site assessment and interviews on July 19th and 20th and would have the final report completed before the city's final police chief interviews around the end of July. Ms. Gabriel stated that funding for the study could be obtained from unanticipated revenues.

MOTION: THE COMMITTEE is recommending that the City Council authorize staff to negotiate a contract with The Results Group, Ltd. for an Organizational Assessment of the Coeur d'Alene Police Department.

The meeting adjourned at 5:30 p.m.
Respectfully submitted,

DEANNA GOODLANDER, Chairman

Juanita Van Cleave, Recording Secretary