



Coeur d'Alene

CITY COUNCIL MEETING

June 19, 2007

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

Councilmen Edinger, Goodlander, McEvers, Reid, Hassell, Kennedy

RESOLUTION NO. 07-045

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED BUDGET FOR FISCAL YEAR 2007-2008, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE ESTIMATED REVENUE FROM PROPERTY TAXES AND THE TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND LISTING EXPENDITURES AND REVENUES DURING EACH OF THE TWO (2) PREVIOUS FISCAL YEARS, AND PROVIDING FOR PUBLICATION OF THE SAME.

WHEREAS, it is necessary, pursuant to Idaho Code 50-1002, for the City Council of the City of Coeur d'Alene, prior to passing the Annual Appropriation Ordinance, to list expenditures and revenues during each of the two (2) previous fiscal years, prepare a Budget, tentatively approve the same, and enter such Budget at length in the journal of the proceedings and hold a public hearing; NOW, THEREFORE,

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

	FY 2004-05 ACTUAL	FY 2005-06 ACTUAL	FY 2006-2007 BUDGET	FY 2007-08 PROPOSED
<u>GENERAL FUND EXPENDITURES</u>				
Mayor and Council	\$162,213	\$171,870	\$191,522	\$187,717
Administration	342,661	450,224	484,422	787,352
Finance Department	581,250	585,352	682,937	771,370
Municipal Services	814,908	905,346	1,045,727	1,251,108
Human Resources	191,128	211,887	231,978	244,632
Legal Department	1,014,461	1,049,628	1,082,615	1,211,519
Planning	412,715	458,345	521,304	546,406
Building Maintenance	362,355	318,344	402,815	527,636
Police Department	6,569,449	7,000,913	7,852,908	8,765,787
Juvenile Incentive Grant	35,748	54,631		
COPS in School Grant	46,967	203,848	154,241	58,061

	FY 2004-05 ACTUAL	FY 2005-06 ACTUAL	FY 2006-07 BUDGET	FY 2007-08 PROPOSED
<u>GENERAL FUND EXPENDITURES CON'T</u>				
KCJA	49,383	76,027	24,140	24,340
Local Law Enforcement Grant	5,103	18,185	-0-	
Fire Department	5,415,000	4,634,232	5,209,058	5,909,670
General Government	134,650	2,058,639	176,631	344,313
Engineering Services	1,639,410	1,713,208	1,197,829	1,310,081
Streets/Garage	2,091,973	2,332,259	2,509,592	2,351,755
Byrne Grant – Police Dept	68,290	38,615	77,303	45,730
Building Inspection	-0-	238,366	792,578	834,321
Parks Department	1,077,633	1,206,458	1,415,136	1,643,316
Recreation Department	661,665	660,477	727,173	800,110
City Properties	150,000		-0-	
<u>TOTAL GENERAL FUND EXPENDITURES:</u>	<u>\$21,826,962</u>	<u>24,386,854</u>	<u>\$24,779,909</u>	<u>\$27,615,224</u>

	FY 2004-05 ACTUAL	FY 2005-06 ACTUAL	FY 2006-07 BUDGET	FY 2007-08 PROPOSED
<u>SPECIAL REVENUE FUND EXPENDITURES:</u>				
Library Fund	825,490	904,441	976,374	1,074,027
Impact Fee Fund	427,519	1,831,832	2,014,920	585,000
Parks Capital Improvement	1,087,950	901,437	443,259	487,500
Annexation Fee Fund	110,000	410,000	100,000	230,000
Self Insurance	247,806	247,427	295,500	310,500
Cemetery Fund	219,712	249,793	300,482	293,738
<u>TOTAL SPECIAL FUNDS:</u>	<u>2,918,477</u>	<u>4,544,930</u>	<u>4,130,535</u>	<u>2,980,765</u>

	FY 2004-05 ACTUAL	FY 2005-06 ACTUAL	FY 2006-07 BUDGET	FY 2007-08 PROPOSED
<u>ENTERPRISE FUND EXPENDITURES:</u>				
Street Lighting Fund	488,343	485,650	505,592	560,203
Water Fund	6,786,292	7,902,439	7,291,068	6,284,904
Wastewater Fund	9,232,600	15,538,664	10,904,960	13,001,464
WWTP Property Management	-0-	-0-	-0-	-0-
Water Cap Fee Fund	2,032,150	1,756,013	1,160,000	960,000
WWTP Cap Fees Fund	2,315,043	5,193,810	1,293,611	2,482,683
Sanitation Fund	2,635,498	2,864,629	2,806,353	3,025,984
City Parking Fund	149,370	153,604	160,132	167,132
Stormwater Management	903,297	1,140,958	1,348,468	1,504,169
<u>TOTAL ENTERPRISE EXPENDITURES:</u>	<u>24,542,593</u>	<u>35,035,767</u>	<u>25,470,184</u>	<u>27,986,539</u>
TRUST AND AGENCY FUNDS:	581,533	805,528	915,688	2,647,708
CAPITAL PROJECTS FUNDS:	1,039,416	3,963,090	2,883,200	3,190,015
DEBT SERVICE FUNDS:	1,533,810	2,463,230	2,537,634	2,372,479
<u>GRAND TOTAL OF ALL EXPENDITURES:</u>	<u>\$52,442,791</u>	<u>\$71,199,399</u>	<u>\$60,717,150</u>	<u>\$66,792,730</u>

	FY 2004-05 ACTUAL	FY 2005-06 ACTUAL	FY 2006-2007 BUDGET	FY 2007-2008 PROPOSED
<u>ESTIMATED REVENUES:</u>				
Property Taxes:				
General Levy	9,175,976	10,712,147	11,725,428	13,236,650
Library Levy	819,297	856,336	961,624	1,058,677
Policeman's Retirement Fund Levy	153,354	152,076	152,000	152,000
Comprehensive Liability Plan Levy	50,459	50,028	108,257	108,257
Fireman's Retirement Fund Levy	250,000	250,000	250,000	250,000
2006 G.O. Bond Levy	-0-	1,081,463	1,000,000	1,000,000
<u>TOTAL REVENUE FROM PROPERTY TAXES:</u>	<u>\$10,449,086</u>	<u>13,102,050</u>	<u>\$14,197,309</u>	<u>15,805,584</u>

	FY 2004-05 ACTUAL	FY 2005-06 ACTUAL	FY 2006-07 BUDGET	FY 2007-08 PROPOSED
<u>ESTIMATED OTHER REVENUES:</u>				
Interfund Transfers	6,592,606	13,562,222	6,750,293	6,660,061
Beginning Balance	29,764,692	33,113,392	23,182,532	30,978,840
Other Revenue:				
General Fund	11,779,302	12,009,740	10,751,848	11,899,013
Library Fund	19,089	16,034	14,750	15,350
Parks Capital Improvement Fund	526,134	148,994	130,000	114,500
Insurance/Risk Management	21,011	36,261	76,000	95,000
Cemetery	119,944	117,311	131,000	148,800
Annexation Fee Fund	406,750	50,871	100,000	100,000

	FY 2004-05 ACTUAL	FY 2005-06 ACTUAL	FY 2006-07 BUDGET	FY 2007-08 PROPOSED
<u>ESTIMATED OTHER REVENUES CON'T:</u>				
Impact Fee Fund	1,788,144	1,384,319	1,140,000	1,200,000
Street Lighting Fund	418,611	444,036	630,592	455,203
Water Fund	5,432,154	5,483,266	3,131,068	3,511,000
Wastewater Property Management	-0-	-0-	-0-	-0-
Wastewater Fund	7,156,733	7,949,173	9,815,357	10,341,255
Water Cap Fee Fund	932,056	866,462	835,000	815,000
WWTP Capitalization Fees	2,758,740	2,861,544	1,020,940	1,670,340
Sanitation Fund	2,750,512	2,990,818	2,921,836	3,126,632
City Parking Fund	159,268	190,519	133,000	150,000
Stormwater Management	1,135,076	1,250,934	1,258,468	1,296,000
Trust and Agency Funds	449,847	2,502,276	450,040	2,269,200
Capital Projects Fund	758,622	9,180,432	833,700	-0-
Debt Service Fund	1,341,720	2,731,350	1,312,894	1,266,000
<u>SUMMARY:</u>				
PROPERTY TAXES	10,449,086	13,102,050	14,197,309	15,805,584
OTHER THAN PROPERTY TAXES	74,311,011	96,889,954	64,619,318	76,112,194
<u>TOTAL ESTIMATED REVENUES</u>	<u>\$84,760,097</u>	<u>\$109,992,004</u>	<u>\$78,816,627</u>	<u>91,917,778</u>

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on June 25, 2007 and July 2, 2007.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 4th day of September, 2007 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed Budget should or should not be adopted.

DATED this 19th 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 KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

_____ was absent. Motion _____.

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
JUNE 5, 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 June 5, 2007 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

INVOCATION was led by Pastor Phil Muthersbaugh, Life Source Community Church.

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

PROCLAMATION – “RACE UNITY DAY”: On behalf of Mayor Bloem, Councilman Hassell read the proclamation declaring June 9th as Race Unity Day in the City. Bob Rhinehart accepted the proclamation.

PRESENTATION - SUMMER BEACH STAFF: Steve Anthony, Recreation Director, introduced the summer lifeguards and staff for this summer's City Beach operations. Head Lifeguard Nancy Taylor announced that Lifeguards will be on duty beginning this Saturday and will be on duty from 10 a.m. to 6 p.m. daily throughout the summer.

PRESENTATION - DONATION OF 1,000 FEET OF WATERFRONT

PROPERTY: Doug Eastwood, Parks Director, introduced the members of the Parks Foundation. Jenae Gravelle recalled the story of how Tom Johnson envisioned this riverfront property as a public park. Steve Wetzel, representing the Coeur d'Alene Parks Foundation, presented the City with their first donation of 1,000 feet of waterfront property known as The Johnson Mill River Park valued at \$3,000,000.00. Councilman Kennedy believes that his children, grandchildren, nieces and nephews will benefit from this donation as well as all the community. Councilman Reid believes that this is not just the donation of land but also the true spirit of our community. Mayor Bloem commented that community is about people and not just water and land. Jordan Johnson set an example for youth and Tom Johnson set an example for our community and it is these

types of relationships that create our community. She extended a generous thank you to the Johnson family.

PRESENTATION - ADA SIDEWALK UPDATE: Jon Ingalls, Deputy City Administrator, provided an update on the ADA Sidewalk Project. He reviewed the problem regarding bringing sidewalks up to ADA compliance, the reasons why the sidewalks need to be brought up to code, the homeowners' liability, and the process the City is undertaking in order to bring the sidewalks up to City standards and ADA compliance.

ORDINANCE NO. 3298
COUNCIL BILL NO. 07-1022

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.

Motion by Goodlander, seconded by McEvers to move this item forward on the agenda. Motion carried.

Motion by McEvers, seconded by Goodlander to pass the first reading of Council Bill No. 07-1022.

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

Motion by Edinger, seconded by McEvers to suspend the rules and to adopt Council Bill No. 07-1022 by its having had one reading by title only.

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

PRESENTATION - CLIMATE PROTECTION ACTION: Bill Irving, representing the Climate Change Action Network, presented a proposal for the City to join his organization's efforts in reducing global warming.

PUBLIC COMMENTS:

PARKS MAINTENANCE LEAD WORKER INTRODUCED: Parks Director Doug Eastwood introduced the newest member of the Parks Department, Mike Kempton.

CLEAR CUTTING OF TREES: Susan Crowe, 4011 N. 21st Street, voiced her concerns of the clear cutting of trees for development and urged the Council to

participate in the Climate Change Action Network.

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

1. Approval of minutes for May 15, 2007.
2. Setting the Public Works Committee and General Services Committee meetings for June 11, 2007 at 4:00 p.m.
3. RESOLUTION 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.
4. Acceptance of Donation - Artwork in Coeur d'Alene Place Roundabout.
5. Authorizing Staff to negotiate a contract with the Results Group, Ltd. for an organizational assessment of the Police Department.
6. Approval of Outdoor Eating Encroachment Permits for Cd'A Eagles, Bella Rose and Bambino's.
7. Approval of cemetery lot transfer from Joyce Bacile to Ron Kammeyer.
8. Approval of beer license for Pizza Hut at 355 W. Hanley Avenue
10. Approval of non-mobile food permit for Randy Folk - Joey's Smokin' BBQ for Little League games.

Motion by Reid, seconded by Hassell to remove Item 9 from the Consent Calendar. Motion carried.

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

FIREWORKS STAND PERMITS: Motion by Reid, seconded by Edinger to approve Item No. 9.

9. Approval of fireworks stand permits as listed and on file in the Office of the City Clerk.

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

COUNCIL ANNOUNCEMENTS:

COUNCILMAN EDINGER : Councilman Edinger commended Doug Eastwood and the Parks Department for having the cemetery looking so nice during the recent Memorial Day holiday.

COUNCILMAN MC EVERS: Councilman McEvers announced that they are in the process of fixing the skateboard park and especially thanked Eric and Billy for doing the concrete work and ACI for their donated time and money to make this skateboard park improvement a success. It is hoped that the work will be completed on Saturday.

COUNCILMAN KENNEDY: Councilman Kennedy voiced his concerns of the recent articles regarding the School District and LCDC which are inaccurate and requested the consent of the Council to draft a response and submit it to the Press for publication. Motion by Kennedy seconded by Goodlander to authorize a response to these inaccuracies be drafted and published in the newspaper.

COUNCILMAN GOODLANDER: Councilman Goodlander expressed her appreciation to the Greenstone Corporation who is not only placing the bear from the downtown area in the roundabout at Coeur d'Alene Place but also for their efforts in placing public art throughout their developments. She also noted that the "Kate and her Dog" statue has been repaired and will be placed in the Riverstone Park along the Centennial Trail.

APPOINTMENTS: Motion by Edinger, seconded by Kennedy to appoint Tony Ball to the Cemetery Advisory Board. Motion carried.

ORDINANCE NO. 3299
COUNCIL BILL NO. 07-1020

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.

Motion by Hassell, seconded by Edinger to pass the first reading of Council Bill No. 07-1020.

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

Motion by Edinger, seconded by Hassell to suspend the rules and to adopt Council Bill No. 07-1020 by its having had one reading by title only.

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

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.

Motion by Reid, seconded by Kennedy to adopt Resolution 07-044.

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

RECESS: Motion by Hassell, seconded by Goodlander to take a 5 minute recess. Motion carried. The Council recessed at 7:26 p.m. They returned to their regular meeting at 7:33 p.m.

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

Mayor Bloem read the rules of order for this public hearing. No conflicts of interest were declared by the City Council. John Stamsos, Associate Planner, gave the staff report.

Mr. Stamsos gave the applicant's name as Russell Wolfe, the area as approximately a .58 acre parcel at the southwest corner of 4th and Neider and the request as a zone change from R-12 to R-17.

Mr. Stamsos gave the staff analyses on Comprehensive Plan, land use and neighborhood characteristics, zoning, utilities and traffic/streets. He reported that on April 10, 2007 the Planning Commission recommended approval of the zone change from R-12 to R-17. He noted that as part of the Special Use Permit the Commission has required the following 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 is set up for a right-in and right-out only, striped and signed pursuant to the City's normal development procedures.

Mr. Stamos reported that 58 notices of this public hearing were mailed with a total of 2 responses being received, both opposed to the request. No written comments were received.

PUBLIC COMMENTS:

Russell Wolfe, representing Global Credit Union, reported that this zone change request is for the construction of a parking lot and secondary access to the Global Credit Union building that is to be built on the adjoining lot on Neider Avenue. Randy Teall, 5821 N. Harcourt Drive, Coeur d'Alene, spoke in support of this requested zone change.

MOTION: Motion by Edinger, seconded by Goodlander to approve the requested zone change and to adopt the Findings and Order of the Planning Commission including the proposed conditions. **ROLL CALL:** Edinger, Aye; Goodlander, Aye; Hassell, Aye; Kennedy, Aye; McEvers, Aye; Reid, Aye. Motion carried.

PUBLIC HEARING - ZC-6-07 - ZONE CHANGE AT 1502 N. 3RD STREET:

Mayor Bloem reviewed the rules of order for this public hearing. No conflicts of interest were declared by the City Council. John Stamos, Associate Planner, gave the staff report.

Mr. Stamos gave the applicant's name as George Beaudry, the location as an approximately 13,983 square foot parcel located at 1502 N. 3rd Street and the request as a zone change from R-12 to C-17.

Mr. Stamos, went on to give the staff analyses for zoning, land use and neighborhood characteristics, zoning, utilities and traffic/streets. He reported that on April 10, 2007 the Planning Commission recommended denial of the requested zone change.

On May 18, 2007, 35 notices of tonight's public hearing were mailed with a total of 3 responses being received - 1 in favor, 1 opposed, 1 neutral. Written comments were distributed for Council review.

PUBLIC COMMENTS:

Kim Cooper, 1203 Cherrywood Dr., Coeur d'Alene, representing George Beaudry, noted that he is a licensed real estate agent and a member of the Realtors Association and believes that by changing this zoning to commercial, it would open up a wide range of prospective buyers. He also noted that the structures on this block are blighted and they have assigned zero value to the house currently located on this property. John McGruder, 19256 S. Watson Road, Coeur d'Alene, owns the property due east of the subject property and noted that the homes on this block are rentals and are in disrepair. He supports the requested zone change.

MOTION: Motion by Reid, seconded by Goodlander to approve ZC-6-07, a zone change at 1502 N. 3rd Street.

COUNCIL DISCUSSION: Councilman Hassell believes that this area is transitioning into a commercial area with 3rd Street being a one-way, higher speed traffic flow and it would be appropriate for this area to transition into commercial zones. He noted that the written responses indicate that the owners adjacent to this property are in favor of the proposed zone change.

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

Motion by Reid, seconded by Goodlander to adopt the Findings and Order as presented. ROLL CALL: Edinger, Aye; Goodlander, Aye; Hassell, Aye; Kennedy, No; McEvers, Aye; Reid, Aye. Motion carried.

PUBLIC HEARING - INCREASE IN LAUNCHING FEES: Mayor Bloem read the rules of order for this public hearing. Doug Eastwood, Parks Director, gave the staff report.

Mr. Eastwood reported that the proposed fee adjustments bring our boat launch fees in line with the fees being charged by other agencies in the area. He is also proposing a water sport activity launch fee which 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.

The proposed Fees are as follows:

- Idaho State residents shall be ~~three~~ four dollars (~~\$3.00~~ 4.00) per launch
- Out of state residents shall be ~~six~~ eight dollars (~~\$6.00~~ 8.00) per launch
- Idaho state residents annual season's pass shall be ~~thirty~~ forty dollars (~~\$30.00~~ 40.00)
- Out of state residents annual season's pass shall be ~~sixty~~ eighty dollars (~~\$60.00~~ \$80.00)
- Water sport activity/non-commercial daily pass shall be twenty-five dollars (25.00)
- Water sport activity/non-commercial season pass shall be two hundred fifty dollars \$250.00)
- State residency shall be determined by the towing vehicle's license plate.
- The fees in this section shall not apply to governmental agencies
- The fees in this section shall not apply to disabled veterans who have a state-issued Veterans pass

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

RESOLUTION 07-043

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AMENDING RESOLUTION NO. 06-077, FEES FOR DOWNTOWN PUBLIC PARKING LOTS, ADOPTED THE 5TH DAY OF DECEMBER, 2006.

Motion by Goodlander, seconded by Hassell to adopt Resolution 07-043.

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

EXECUTIVE SESSION: Motion by Reid, seconded by Hassell to enter into Executive Session as provided by I.C. 67-2345 SUBSECTION F: To consider and advise its legal representatives in pending litigation or where there is a general public awareness of probable litigation. ROLL CALL: Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Reid, Aye; Edinger, Aye; Hassell, Aye. Motion carried.

The Council entered into Executive Session at 8:50 p.m. Those present were the Mayor, City Council, City Administrator, Deputy City Administrator, City Attorney and Finance Director.

Matters discussed were those of personnel, labor negotiations, property acquisition and pending litigation. No action was taken and the Council returned to its regular session at 9:40 p.m.

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

The meeting recessed at 9:40 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC, City Clerk

RESOLUTION NO. 07-046

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 LETTER OF AGREEMENT BETWEEN THE CITY AND KOOTENAI COUNTY TRANSPORTATION AND APPROVAL OF A PARAMEDIC INTERN AGREEMENT WITH SPOKANE COMMUNITY COLLEGE.

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

- 1) Approval of a Letter of Agreement between the City and Kootenai County Transportation;
- 2) Approval of a Paramedic Intern Agreement with Spokane Community College;

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 2" 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 19th 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 _____.

Staff Report to Mayor and Council

Date: June 11, 2007
From: Troy Tymesen, Finance Director
Subject: Public Transportation Agreement

Decision Point:

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

History:

The 2000 census designated the cities of Coeur d'Alene, Post Falls, Hayden, Huetter and Dalton Gardens to be an urbanized area within Kootenai County. These cities have partnered over the past three years in conjunction with Kootenai County and Panhandle Area Council (PAC) to provide public transportation, administration and planning. The exact same agreement was signed last year.

Financial Analysis:

The City is being asked to fund \$52,245.00, last year the investment was \$40,945.00. This year's investment includes the 20% match to purchase a new handicap accessible van. The City's portion is based on its population within the urbanized area. This money is being used as a match for funds from the Federal Transit Administration (FTA) Section 5307 funds. The total budget for the fiscal year is \$1,684,586.00 and the portion funded by the FTA is \$1,000,932.00 (59%).

Performance Analysis:

The funding of the requested \$52,245.00 is just 3.1% of the total budget and it includes a new van. This is an exceptional value to the constituents of the City of Coeur d'Alene.

Quality of Life Analysis:

This expenditure will assist to enhance the public transportation in our City. This program continues to expand because of positive partnerships throughout the area. It is anticipated that there will be a passenger count of over 200,000 people boarding public transportation vehicles in Kootenai County in the next twelve months

Decision Point/Recommendation:

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

LETTER OF AGREEMENT

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

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

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

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

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

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

NOW THEREFORE, It is agreed as follows:

1. The COUNTY shall be responsible for contracting with a public transportation service provider, providing for transportation planning and administration and for the distribution of the Section 5307 grant monies in order to provide for public transportation within the Urbanized Area of Kootenai County.
2. The CITY agrees to provide funding in the amount of \$52,245 (Fifty-Two Thousand, Two Hundred and Forty-Five Dollars) as part of the match that is required for the Section 5307 grant for the twelve months beginning on April 1, 2007 and ending on March 31, 2008. The CITY further agrees to provide one-half said funding on or before the 30th day of June, 2007, with the balance due no later than the 31st day of October 2007.
3. The City also agrees to provide the services of their Senior Recreation Van, obtained via their match for FTA 5307 funds, to all residents within the urbanized area of Kootenai County, upon coordination with the other public transit providers of the COUNTY.
4. The proposed FTA budget is attached as Table 1 and is incorporated into this Agreement by this reference.

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

Rick Currie, Chairman
Kootenai County Commissioners

Date

ATTEST:

Dan English, County Clerk
ATTEST:

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

Date

Susan Weathers, City Clerk

TABLE 1

**Kootenai County Public Transportation
FTA 5307 Budget FY 2007-08**

EXPENDITURES:	Service	Contract Amount	% FTA	Total FTA 5307	Local Match
<u>Demand Response:</u>					
KATS	Operating	278,300	50%	139,150	\$ 139,150
KATS	Capital - Bus	78,800	80%	63,040	15,760
KATS	Capital -Fac.	17,900	80%	14,320	3,580
KATS	Prev. Maint.	24,420	80%	19,536	4,884
	TOTAL KATS	\$ 399,420		\$ 236,046	\$ 163,374
KMC	Operating	157,500	50%	78,750	78,750
KMC	Capital - Bus	19,750	80%	15,800	3,950
KMC	Prev. Maint.	12,000	80%	9,600	2,400
	TOTAL KMC	\$ 189,250		\$ 104,150	\$ 85,100
CITY OF CDA	Capital - Bus	56,500	80%	45,200	11,300
	TOTAL CDA	\$ 56,500		\$ 45,200	\$ 11,300
	TOTAL KATS, KMC, CDA	\$ 645,170		\$ 385,396	\$ 259,774
<u>Fixed Route:</u>					
CDA Tribe	Operating	694,988	50%	347,494	\$ 347,494
CDA Tribe	Capital - Bus	139,200	80%	111,360	27,840
CDA Tribe	Capital -Fac.	18,447	80%	14,758	3,689
CDA Tribe	Prev. Maint.	101,781	80%	81,424	20,357
	TOTAL TRIBE	\$ 954,416		\$ 555,036	\$ 399,380
<u>Other:</u>					
PAC	Grant Admin.	25,000	50%	12,500	\$ 12,500
PAC	Planning	60,000	80%	48,000	12,000
	TOTAL PAC	\$ 85,000		\$ 60,500	\$ 24,500
	TOTAL	\$ 1,684,586		\$ 1,000,932	\$ 683,654
Plus: 5307 funds obligated to 5311 for Tribe rural				\$ 96,699	
<u>REVENUES:</u>					
FTA 5307		\$ 1,000,932		\$ 1,000,932	
<u>Match (In-Kind):</u>					
PAC		\$ 12,000			
Kootenai County		6,000			\$ 18,000
<u>Match (Cash):</u>					
CDA Tribe		\$ 415,890			
KMC		157,600			
KMPO Cities (1)		92,164			\$ 665,654
	TOTAL	\$ 1,684,586		\$ 1,000,932	\$ 683,654
<u>(1) Cities Share:</u>					
City of Coeur d'Alene (2)		\$ 52,245			
City of Post Falls		20,434			
City of Hayden		10,888			
City of Rathdrum		5,740			
City of Dalton Gardens		2,703			
City of Huetter		154			
	Total City Funding	\$ 92,164			

(2) Includes CDA's match for Special Needs Recreation Van.

Staff Report

To: General Services Committee

From: Tom Greif, Division Chief

Re: Paramedic Intern Agreement

Date: June 6, 2007

DECISION POINT: Should Mayor and Council enter into an agreement with Spokane Community College (SCC) to allow Paramedic Interns to ride with Coeur d'Alene Fire Department (CDAFD) Paramedics?

HISTORY: The Coeur d'Alene Fire Department has been recognized as a leader in Advanced Life Support (ALS) delivery. Because of the reputation we have been asked by a number of agencies to help precept new Paramedics. We work very close with SCC and would like to be a partner with their ALS program and allow students to ride with CDAFD Paramedics.

FINANCIAL ANALYSIS: No impact to the General Fund.

PERFORMANCE ANALYSIS: It is an honor to be asked to help the career paths of new Paramedics. An advantage for us is the ability to tech, which in turn helps maintain the skills of our Paramedics. It is also positive for the City to again be recognized as leaders in Emergency Medical Service Delivery. Our City legal staff has reviewed and approved the agreement.

DECISION POINT/RECOMMENDATION: For Mayor and Council to approve Paramedic Intern Agreement between the City and Spokane Community College.

**COMMUNITY COLLEGES OF SPOKANE
SPOKANE COMMUNITY COLLEGE
HEALTH SCIENCE DIVISION**

AFFILIATION AGREEMENT

This Agreement is made and entered into between Community Colleges of Spokane, Spokane Community College, ("School"), located at Spokane, Washington, and **Coeur d'Alene Fire Department** ("Training Site"), located at 320 Foster Ave; Coeur d'Alene ID. The purpose of this Agreement is for Training Site, which is committed to training health care professionals, to provide desirable clinical learning experiences and facilities for School's students who are enrolled in its **Pre Hospital Care (Paramedic, EMT)** programs (the "education program"). In consideration of the mutual covenants and agreements contained herein, School and Training Site agree as follows:

I. GENERAL PROVISIONS

A. School and Training Site agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, School may develop letter agreements with Training Site to formalize operational details of the clinical education program. These details include, but are not limited to, the following:

- Beginning dates and length of experience (to be mutually agreed upon at least one month before the beginning of the clinical education program);
- Number of students eligible to participate in the clinical education program;
- Specific days, hours and locations for the clinical education program;
- Specific learning objectives and performance expectations for students;
- Specific allocation of responsibilities for the faculty Liaison, clinical education Supervisor, and Preceptors, if any, referenced elsewhere in this Agreement;
- Deadlines and format for student progress reports and evaluation forms.

Any such letter agreements will be considered to be attachments to this Agreement will be binding when signed by authorized representatives of each party, and may be modified by subsequent letter agreements signed by authorized representatives of each party.

B. School and Training Site will jointly plan the clinical education program and jointly evaluate students. Exchange of information will be maintained by on-site visits when practical and by letter or telephone in other instances.

C. School and Training Site will instruct their respective faculty, staff, and students participating in the clinical education program, to maintain confidentiality of student and patient information as required by law and by the policies and procedures of School and Training Site.

D. There will be no payment of charges or fees between School and Training Site.

E. There will be no discrimination against any program participant or applicant covered under this Agreement because of race, color, religion, national origin, age, handicap,

status as a Vietnam era or disabled veteran, sex, or sexual orientation, nor will School or Training Site engage in such discrimination in their employment or personnel policies.

1. The School adheres to and complies with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990;
2. The School supports the right of students to be free from discrimination based on disability and to reasonable accommodation during clinical rotation;
3. The School will participate in an interactive process with any Training Site and students with disabilities to reach an individualized determination regarding reasonable accommodations that may be appropriate and necessary and the provision of such accommodations; and
4. The School does not approve or support clinical participation by its students at Training Sites that have a policy or practice of discriminating based on disability against clinical students who are otherwise qualified for the college program in which they are enrolled.

II. SCHOOL'S RESPONSIBILITIES

A. School will provide information to Training Site concerning its curriculum and the professional and academic credentials of its faculty for the students at Training Site. School will designate an appropriately qualified and credentialed faculty member to coordinate and act as the Liaison with Training Site. School will be responsible for instruction and administration of the students' academic education program. School will notify Training Site in writing of any change or proposed change of its Liaison. School will have the final responsibility for grading students.

B. School's faculty will meet with the Training Site clinical education Supervisor Preceptors, if any, at the beginning and end of the clinical education program to discuss and evaluate the clinical education program. These meetings will take place in person if practicable, otherwise by telephone conference. School is responsible for arranging and planning the meetings.

C. School will provide the names and information pertaining to relevant education and training for all students enrolled in the clinical education program at least two weeks before the beginning date of the clinical education program. School is responsible for supplying any additional information required by Training Site as set forth in this Agreement, prior to the arrival of students. School will notify Training Site in writing of any change or proposed change in a student's status.

D. School will obtain evidence of current immunizations against diphtheria, tetanus, poliomyelitis, measles (rubeola), mumps, rubella (or a positive rubella titer), and of hepatitis B immunization status for those students who will be in contact with patients/clients. For each student born after 1956, School will maintain on file records of positive titer or of post-1967 immunization for rubella and rubeola. At the time of immunization, students with no history of exposure to chicken pox will be advised to get an immune titer. School will require yearly PPD

testing or follow-up as recommended if the students are PPD-positive or have had BCG. School will provide information to Training Site regarding student status concerning the above requirements.

E. School will assign to Training Site only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum and who have current CPR certification.

F. School shall ask each student who may be placed in Training Site to obtain his/her criminal history background record from the Washington State Patrol, pursuant to RCW 43.43.834 and RCW 43.43.838, to release a copy of that record to the School, and to authorize the School to transmit that record or copy thereof to Training Site. The School will provide Training Site with the names of any students who have failed to provide the requested records, or who refuse to authorize the release of records to Training Site. The students will be informed that, whether or not they agree to obtain the record and agree to release it to School and Training Site, Training Site may conduct the background inquiry directly and the Training Site may refuse placement of a student who does not provide the requested records or who has a record of prior criminal conduct.

Training Site understands and agrees that any information forwarded to it by School has been procured through this process. School does not certify the veracity of the records provided and, furthermore, the obligation to conduct appropriate background checks and the liability for non-compliance therewith remains the responsibility of Training Site.

G. School will comply with and ensure to the extent possible that students comply with the policies and procedures established by Training Site. School will notify each student of his/her status and responsibilities pursuant to this Agreement.

H. School will encourage each student participating in the clinical education program to acquire comprehensive health and accident insurance that will provide continuous coverage of such student during his or her participation in the education program. School will inform students that they are responsible for their own health needs, health care costs, and health insurance coverage.

III. TRAINING SITE'S RESPONSIBILITIES

A. Training Site will provide students with a desirable clinical education experience within the scope of health care services provided by Training Site. Training Site will designate in writing Preceptors, if any, to be responsible for the clinical education program, and will designate in writing one person as the clinical education Supervisor, who will maintain contact with the School-designated Liaison to assure mutual participation in and review of the clinical education program and student progress. Training Site will submit in writing to School the professional and academic credentials for the Preceptors and clinical education Supervisor. Training Site will notify School in writing of any change or proposed change of the Preceptors or clinical education Supervisor.

B. Training Site will provide students with access to sources of information necessary for the education program, within Training Site's policies and procedures and commensurate with patients' rights, including library resources and reference materials.

C. Training Site will make available to students basic supplies and equipment necessary for care of patients/clients and the clinical education program. Within the limitation of facilities, Training Site will make available office and conference space for students and, if applicable, School faculty.

D. Training Site will submit required reports on each student's performance and will provide an evaluation to School on forms provided by School.

E. Training Site retains full responsibility for the care of patients/clients, and will maintain the quality of patient care without relying on the students' clinical training activities for staffing purposes.

F. Training Site will have the right to take immediate temporary action to correct a situation where a student's actions endanger patient care. As soon as possible thereafter, Training Site's clinical education Supervisor will notify School of the action taken. All final resolutions of the student's academic status in such situations will be made solely by School after reviewing the matter and considering whatever written factual information Training Site provides for School; however, Training Site reserves the right to terminate the use of its facilities by a particular student where necessary to maintain its operation free of disruption and to ensure quality of patient care.

G. On any day when a student is participating in the clinical education program at its facilities, Training Site will provide to such student necessary emergency health care or first aid for accidents occurring in its facilities. Financial responsibility for such emergency care, including care described elsewhere in this Agreement, will be as follows:

- Training Site will not bill students for the cost of initial emergency care;
- At the student's expense, Training Site will provide follow-up care, testing and counseling, including HIV testing, and counseling associated with that testing, in the absence of any similar service being immediately available from School's health services;
- The student will be responsible for the costs of any and all such follow-up care, testing and counseling.

H. Except as provided in this Agreement, Training Site will have no obligation to furnish medical or surgical care to any student.

IV. STUDENTS' STATUS AND RESPONSIBILITIES

A. Students will have the status of learners and will not replace Training Site personnel. Any service rendered by students is incidental to the educational purpose of the clinical education program.

B. Students are required to adhere to the standards, policies, and regulations of Training Site during their clinical education program.

C. Students will wear appropriate attire and name tags, and will conform to the standards and practices established by School during their clinical education program at Training Site.

D. Students assigned to Training Site will be and will remain students of School, and will in no sense be considered employees of Training Site. Training Site does not and will not assume any liability under any law relating to Worker's Compensation on account of any School student's performing, receiving training, or traveling pursuant to this Agreement. Students will not be entitled to any monetary or other remuneration for services performed by them at Training Site, nor will Training Site otherwise have any monetary obligation to School or its students by virtue of this Agreement.

V. LIABILITY COVERAGE PROVISIONS

A. Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

B. School is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and claims against School and its employees, officers, and agents in the performance of their duties and this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130.

C. College maintains student professional liability insurance with the minimum limits of \$1,000,000.00 (\$1 million) per occurrence and \$3,000,000.00 (\$3 million) in the aggregate for the time period the student is participating in the clinical educational experience. Students are required to purchase liability insurance from the college. Proof of such insurance shall be provided at **Coeur d'Alene Fire Department's** request.

D. Training Site (City of Coeur d'Alene and Coeur d'Alene Fire Department) are self insured and covered by the Idaho Tort Claims Act and claims against Training Site and its employees, officers, and agents arising from the performance of their duties and this Agreement will be paid from the City of Coeur d'Alene's self insurance fund.

VI. TERM

A. This Agreement is effective beginning _____, 2007, and will continue thereafter from year to year. This agreement will be reviewed no later than three years from its effective date, or earlier at the request of either party. School and Training Site will jointly plan student placement in advance of each year's beginning taking into account the needs of the school for clinical placement, maximum number of students for whom Training Site can provide a desirable clinical education experience, and the needs of other disciplines or schools requesting clinical placements.

B. This agreement may be canceled by written notice one year prior to termination; however, such termination shall not become effective for the students then enrolled in the clinical education program if such termination prevents completion of their requirements for completion of the clinical education program.

VII. PROVISIONS REGARDING BLOOD-BORNE PATHOGENS

A. School certifies that it has trained each student it sends to Training Site in universal precautions and transmission of blood-borne pathogens, and that it will send to Training Site only students who have been trained in and have practiced using universal precautions. School has provided the opportunity to receive Hepatitis B (HBV) vaccine to all clinical education program students before assignment to Training Site. Training Site will provide personal protection equipment that is appropriate for the tasks assigned to School's students.

B. In the event a student sustains a needle-stick injury or other substantial exposure to bodily fluids of another or other potentially infectious material while participating in the clinical education program at Training Site, Training Site agrees to provide the following services:

- Being seen by Training Site's employee health service and/or emergency department as soon as possible after the injury;
- Emergency medical care following the injury;
- Initiation of HBV, Hepatitis C (HCV) and HIV protocol;
- HIV counseling and appropriate testing.

C. The source patient's HBV, HCV and HIV status will be determined by Training Site in the usual manner to the extent possible. Training Site does not accept liability for any illness or injury subsequent to such accidental exposure, except as otherwise provided in this Agreement.

VIII. MISCELLANEOUS PROVISIONS

A. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

B. Amendment. This Agreement may be modified only by a subsequent written Agreement executed by the parties. The provisions in this Agreement may not be modified by any attachment or letter agreement as described elsewhere in this Agreement.

C. Order of Precedence. Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving the documents precedence in the following order:

1. This Agreement;
2. Attachments to this Agreement in reverse chronological order.

D. Governing Law. The parties' rights or obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the State of Washington.

E. Notices. All notices, demands, requests, or other communications required to be given or sent by School or Training Site, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

(a) To School:
Carol B. Riesenber
Dean of Instruction for
Health and Environmental Sciences
Spokane Community College
1810 North Greene Street MS 2090
Spokane WA 99217

(b) To Training Site:
Coeur d'Alene Fire Department
ATTN: Thomas Greif, Division Chief/Paramedic
320 Foster Avenue
Coeur d'Alene, ID 83814

Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful facsimile transmission.

F. Survival. School and Training Site expressly intend and agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.

G. Severability. If any provision of this Agreement, or of any other agreement, document or writing pursuant to or in connection with this Agreement, shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of said agreement.

H. Waiver. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

I. Inspection. Training Site will permit, on reasonable notice and request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of School.

J. HIPPA. School shall direct its trainees to comply with the policies and procedures of Training Site, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the trainees' role in relation to the use and disclosure of Training Site's protected health information, the trainees are defined as members of the Training Site's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the trainees are not and shall not be considered to be employees of the Training Site.

SPOKANE COMMUNITY COLLEGE

COEUR D'ALENE FIRE DEPARTMENT

By _____
Carol B. Riesenber
Dean of Instruction for Health &
Environmental Sciences

By _____
Mayor Sandi Bloem

Date: _____

Date: _____

Approved as to form by the:
Assistant Attorney General
Attorney for College

TO: Wendy Gabriel
City Administrator

FROM: Wendy Carpenter
Chief of Police

SUBJECT: Request to Purchase Mobile Data Electronic Ticketing System Components

DATE: June 6, 2007

Decision Point: Authorization to purchase electronic ticketing system components. This includes the only software compatible with our Spillman mobile system and the required mobile printer and driver's license scanner.

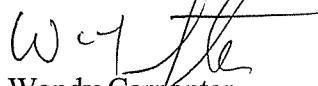
History: Currently, officers handwrite all of the driver's information onto a citation which is hand carried to Records for entry and then carried to the court for another entry. Due to the increased volume of activity officers and Records personnel are faced with daily, mistakes due to poor handwriting or data entry errors cause time and resource delays. Traffic stops are prolonged while officers do record checks manually, fill out the citation and have the driver sign it, all of which jeopardize the safety of officers and citizens. The Mobile Data Electronic Ticketing System will alleviate many of the inherent shortcomings with the current method. Officers will be able to simultaneously retrieve record checks and populate the citation on the mobile computers by swiping the driver's license. The citation will then print out in the car with the officer's signature. It will then be transmitted wirelessly to our Records Division and on to court without a need to reenter data. The City Prosecutor's Office will also have access to retrieve the electronic citation should the case go to court. This will greatly increase efficiency, accuracy, and interoperability from the beginning to the end of the process.

Financial Analysis: The purchase of this equipment comes from the COPS grant awarded September 1, 2004, and the City match. Spillman is the company that provides the backbone software for the City and County, which includes mobile data ability purchased under this grant. The Electronic Ticketing must be compatible with Spillman to benefit us. Spillman has partnered with Advanced Public Safety (APS) for electronic ticketing and is the only company they are compatible and will interface with. For that reason, APS is the sole vendor reasonably available and compatible to integrate Electronic Ticketing capabilities with our current system. Negotiations have given us what we believe to be the best price of \$59,359.65 for the software and hardware based on twenty users.

Performance Analysis: The MDC is an essential tool for officers to meet the ever-increasing volume of activity routinely encountered. These components are necessary for the MDC to provide officers with a valuable tool to effectively and safely complete their jobs.

Quality of Life Analysis: Due to our changing environment, Electronic Ticketing makes it possible for officers, Records personnel and the court to be more accurate and time efficient as they continue to protect and serve the community and its citizens.

Decision Point: Authorization to purchase Mobile Data Electronic Ticketing System components listed.


Wendy Carpenter
Chief of Police



500 Fairway Drive, Suite 204
 Deerfield Beach, Florida 33441
 954-354-3000 (Main)
 954-354-3001 (Fax)
www.aps.us

Proposal

Date: 5/24/2007

Agency	
Contact:	Sergeant Jim Greensides
Agency Name:	Coeur d'Alene Police Department
Address:	3818 N Schreiber Way
City, State & Zip:	Coeur d'Alene, ID 83815-8362

Details	
Order No:	00650000008inDU
Contact Name:	Lisa Hutchins (954) 354-3000 ext 232 lhutchins@aps.us

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	MISCELLANEOUS	UNIT PRICE	TOTAL PRICE
20	QuickTicket 1-49	Auto-population of traffic citation form using existing mobile software	1 ticket form, incorporating UTC and Traffic School Summons.	\$349.00	\$6,980.00
1	SmartExport (File) - RMS	Electronic transfer of field data to RMS system. (May require add'l fee from RMS vendor)	_____	\$7,500.00	\$7,500.00
1	SmartPrint	Citation/Form Printing Software (Includes SmartExport)	Reproduce original ticket from a network computer and printer - site license.	\$0.00	\$0.00
20	SmartSwipe with Combo 2D and Magstripe Reader	E-Seek DL Magstripe and 2D Reader Combo - Black (USB)	_____	\$599.00	\$11,980.00
20	Zebra RW420 Printer w/ 12-volt Charger (Cigarette Lighter Cable)	Zebra RW420 thermal printer w/ 12-volt Charger (Cigarette Lighter Cable). Includes wireless font downloader and citation font management software.	_____	\$999.00	\$19,980.00
20	Zebra RW420 Cable (USB 3FT)	Zebra RW420 Cable (USB 3FT)	_____	\$23.00	\$460.00
1	Zebra Compatible Thermal Paper Case (QL/RW420)	Case (36 rolls) of Zebra compatible Top Coated High-Quality Paper Rolls (80')	_____	\$142.20	\$142.20
20	Zebra Care Advantage Warranty (3) Years * (RW420)	Back-to-factory agreements cover all the labor and parts (excluding print heads, accessories, and batteries) required to keep your printers operating at the high performance levels you have come to expect from your Zebra Technologies products. All Zebra equipment returned for service under this agreement will receive a complete preventative maintenance procedure and will be returned to you at no additional cost. All parts and labor (excluding print heads, accessories, and batteries)	price reduced from \$211 to remove shipping charges of \$15.95 each	\$195.05	\$3,901.00

		only genuine Zebra parts. Required repair of nonfunctioning equipment. Cleaning and adjustment. Complete preventative maintenance procedure at no cost (high-performance, specialty, and industrial/commercial printers only). *Zebra Care Advantage: Return shipping via ground at no cost, two-day or better turnaround on all corrective maintenance and no-charge firmware upgrades upon request.			
8	Professional Services (Hourly Rate)	Professional Services (Hourly Rate)	officer signature for citation	\$175.00	\$1,400.00
1	_Annual Maintenance	Annual Maintenance	Includes 2 nd year maintenance	\$5,156.40	\$5,156.40
1	_Project Management	Dedicated Project Manager assigned from PO through Software Acceptance. Provides single point of contact.	_____	\$868.60	\$868.60
1	_Shipping & Handling	Shipping & Handling	_____	\$991.45	\$991.45

NET TOTAL (USD) \$59,359.65

**You have received a discount of (USD) \$17,656.40
Pricing is guaranteed until July 20, 2007**

Notes

**Updated payment terms for this order are as follows:
Invoice hardware as it's shipped.
Invoice 50% of software upon initial delivery.
Invoice remaining 50% of software at final acceptance.**

Terms and Conditions

All Customer purchase orders for APS products and services are subject to APS' End User License Agreement and Terms and Conditions of Sale, which can be viewed at <http://www.aps.us/downloads/agreement.pdf>. Such terms, along with any additional terms and conditions agreed to and accepted by APS in Customer's purchase order or otherwise stipulated in writing, shall prevail over any differing or conflicting terms in this Proposal.

DATE: JUNE 11, 2007
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: JULY 17, 2007

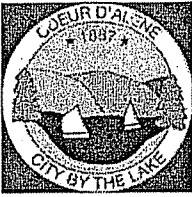
Mayor Bloem,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
ZC-8-07	Applicant Jeffrey Block Location: 1401 N. 3rd Request: Zone change from R-12 (Residential At 12 units/acre) to NC (Neighborhood Commercial)	Recommended approval	Quasi-Judicial
ZC-9-07	Applicant: Jerry Streeter Location: 4040 & 4082 N. Player Drive Request: Zone change from R-8(Residential At 8 units/acre) to NC (Neighborhood Commercial)	Recommended approval	Quasi-Judicial

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **July 17, 2007**

JS:ss



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	The Moose Market
Applicant's Name	Moose Market LLC
Mailing Address	401 E Sherman Ave Coeur d'Alene ID 83814
Physical Address	same
City, State Zip	
Telephone	208-660-4125
Contact person	Molly Obetz
Contact Numbers	Phone : Cell: 660-4125 e-Mail: msobetz@yahoo.com

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: 15 Number of Seats x \$19.28 per seat (Sewer Cap fee) = 289.20 *3 chairs per table*
1 \$100.00 Encroachment Fee = 308.48
 Total Amount Due \$ 408.48 ^{389.20} Date Paid 6/11/07 Rec. # 277808

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

alcohol to go only at this time

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.

x Molly Obetz General Mgr Date 6/18/07
 Applicant Title Date

To: **General Services and City Council**

Date: May 30, 2007

From: Kathy Lewis, Deputy City Clerk

Re: Bambinos, Encroachment Permit for Planters with a tall trellis back (see photos)

Decision Point: Should the City allow Bambinos to install planters with tall trellises in the City right of way on Reid Avenue?

History: Bambinos is a new restaurant at the corner of Fourth and Reid, and is requesting to place planters with a tall trellis in the right of way. Prior to this request, the neighboring residents filed a complaint regarding tables, chairs, and planters totally obstructing the sidewalk. After investigation, it was determined that several violations existed. The right of way was filled with brick pavers without Council approval or an encroachment permit; but is attractive, with street trees planted in holes in the right of way that are not grated but planted with flowers. Bambinos placed planter boxes with a tall trellis back, up against the curb thus preventing car doors to be opened. Tables and chairs were placed out in the pavers and sidewalk area, serving alcohol, without an outdoor eating permit, nor encroachment permit. Alcohol regulations were also violated which require the tables to be placed contiguous to the building, which could not be done as they filled the area contiguous to the building with dirt and bushes. The alcohol regulations also require that the sidewalk be cored with posts and ropes installed to contain the alcohol. Code enforcement visited the premises, and asked them to remove the planters, and stop serving outdoors immediately. Several days later they complied, by removing the planters and tables from the sidewalk. Bambinos then applied for an outdoor eating permit. They plan to remove the bushes and pave the area contiguous to the building, core the sidewalk, and install the posts and roping to contain the alcohol according to regulations. Their current request is to place the planters with an attached tall trellis back on the pavers, in the middle of the pavers allowing enough room for a car door to open.

Performance Analysis: In reviewing the request, the Police Department and Administration, are not supporting the installation of the planters. Other businesses in the downtown area have requested the use of lattice and other decorative material in the right of way, and this material has not been allowed as it creates a barrier for emergency response, and does not allow visibility. There are no windows for Bambinos to monitor the area, and it creates unnecessary obstruction in the travel paths from the vehicles to the sidewalks. Parking is already at a premium in this area conflicting with residential use.

Financial Analysis: There is no current financial impact to the City.

Quality of Life: The planters are a beautification device but an obstruction for both law enforcement, and people traveling from cars to the sidewalks. With tables and chairs, and posts on the sidewalk, this creates additional obstruction.

Decision Point/ Recommendation: Should the City Council allow large planters with a tall trellis back on the City right of way on Reid Avenue beside Bambino's restaurant?

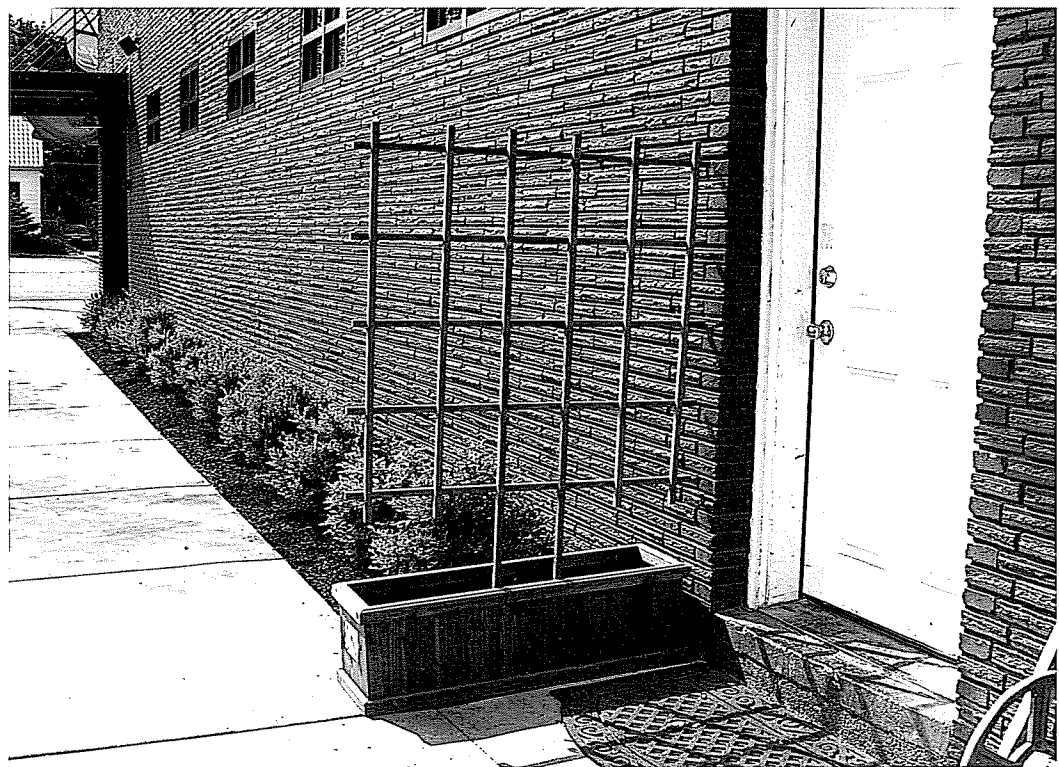
City of Coeur D Alene

We at Bambino's would like to add some ambience to are out door seating. With the City's approval we would like to add some cedar flower pots with lades as shown in the pictures. We hope that this will be a possibility. If the city has any questions please contact Jaydn at 964-2529.

Thank you,

Jaydn Keyes
Jaydn Keyes





HASKEW, KAREN

From: HASKEW, KAREN
Sent: Tuesday, June 12, 2007 1:33 PM
To: WEATHERS, SUSAN
Subject: Appeal of Denial of Tree Permit

Susan,

Would you please schedule a hearing before the City Council for the appeal of a denial of tree removal/replacement permit for Marvin & Diane Kelly at 314 N. 11th Street. Let me know when it will be and I will inform the Kellys.

Thank You.

*Karen Haskew
Urban Forester
City of Coeur d'Alene*

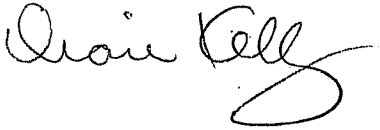
6/13/2007

June 10, 2007

ren Haskew
710 E Mullan Ave
Coeur d Alene ID 83816-3964

I am requesting a hearing with the city council to appeal your decision on ash tree removal

Marvin & Diane Kelly

A handwritten signature in cursive script that reads "Diane Kelly". The signature is written in black ink and is positioned below the typed name "Marvin & Diane Kelly".

ANNOUNCEMENTS

Memo to Council

DATE: June 7, 2007

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the June 19th Council Meeting:

Marc Shumaker

Pedestrian & Bicycle Advisory Committee

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Amy Ferguson', with a large, sweeping flourish extending to the right.

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Mike Gridley, Ped/Bike Committee Liaison

OTHER COMMITTEE MINUTES
(Requiring Council Action)

**GENERAL SERVICES COMMITTEE
MINUTES**

Monday June 11, 2007
4:00 p.m., Council Chambers

COMMITTEE MEMBERS PRESENT

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

CITIZENS PRESENT

Susan Nipp
Jaydn Keyes, Bambinos Restaurant

STAFF PRESENT

Kathy Lewis, Deputy City Clerk
Renata McLeod, Project Coordinator
Troy Tymesen, Finance Director
Kenny Gabriel, Fire Chief
Sgt. Jim Greensides
Steve Anthony, Recreation Director
Tom Greif, Fire Division Chief
Betty Ammon, Library Director

Item 1. Citizen Request at Bambinos / Encroachment Permit for Planters with Trellis.
(Consent Calendar)

Kathy Lewis reported that Bambinos Restaurant has applied for an Encroachment Permit to install planters with tall trellises in the City right-of-way on Reid Avenue. Ms. Lewis' staff report describes in detail the nature of the request. Mr. Keyes of Bambinos Restaurant reported that he would be willing to use only the planters and not the trellises and/or adjust the location of the planters. Discussion ensued. The Committee thanked Mr. Keyes for his willingness to adjust his plans though they still believe the planters will be an obstruction to pedestrian traffic as well as vehicle parking.

MOTION: THE COMMITTEE is recommending that the City Council deny Bambinos request for an Encroachment Permit for Planters with Trellis on City right-of-way at 4th Street and Reid Avenue.

Item 2. Presentation / "Art for Children".
(Information Only - Agenda item)

Steve Anthony introduced Susan Nipp and reported that she gave this presentation to the Arts Commission and they endorse the project. Ms. Nipp presented a proposal to the committee for art for children and likened it to what has been done in Boston. An award-winning children's book entitled "Make Way for Ducklings" featured various locations in Boston. Since that time, the book has been a focal point for tourism and in 1987 the City of Boston commissioned a sculpture to commemorate the books. Ms. Nipp felt that it would be a great idea for Coeur d' Alene and, as a result, she wrote a children's story about a moose and a mouse entitled "Mudgy & Millie". Ms. Nipp explained that she wanted the moose in the story to be a whimsical figure and that she contacted artist Terry Lee, who did some research regarding sculpture costs and ideas. Ms. Nipp presented a maquette of the proposed moose for the committee's review. Ms. Nipp read various pieces from the story of "Mudgy & Millie," in which the characters play a hide and seek game. She would like to see a sculpture of Mudgy & Millie at each of the places where Mudgy looks for Millie. The intent is to get children to understand the downtown area and love where we live. The children could view the statues when walking with friends and family to the different sites. The statues would be about ¾ scale to allow for picture taking and climbing on the moose.

Ms. Nipp discussed the proposed budget and indicated that the book could be published by Eastern Washington University Press. The city would pay \$25,000 for the illustrations and would own the copyright. As the author of the book, Ms. Nipp indicated that she would receive nothing.

The proposed budget was discussed. Ms. Nipp explained that the total project estimate is \$113,670. Because the book would receive royalties, the royalties would be passed on to the city for maintenance of the pieces, etc.

Councilman Goodlander declared a conflict of interest. Councilman Hassel recommended that this item be sent on directly to Council without a recommendation as Councilman Edinger is absent and therefore no quorum.

Councilman Hassel asked where the books would be available once published. Ms. Nipp replied that Eastern Washington University Press would have folks that would go out into the community to promote it. She hopes they would be available in the area bookstores with focus on the downtown as well as the Chamber of Commerce.

Steve Anthony asked if the Committee would recommend a Power Point presentation at the Council Meeting on June 19th. The Committee replied 'yes'.

THE COMMITTEE forwarded this item to the full City Council without recommendation as Councilman Goodlander declared a conflict of interest thus there was not a quorum.

Item 3. Agreement for Consolidated Plan / BBC Consultants.
(Resolution No. 07-047)

Troy Tymesen is requesting approval of an agreement with BBC Research & Consulting for the completion of a consolidated plan and analysis of impediments to fair housing choices and approval of a letter of intent to accept Community Development Block Grant Funds from HUD. Mr. Tymesen noted that this is the second requirement, which is a "consolidated plan", that must be completed prior to receiving funds. The funds estimated to be received is \$308,000.00.

Councilman Goodlander stated that she was told by Nancy Mabel that if the City becomes a HUD entitlement city no other entity / business, within the city limits, would be eligible to apply for community block grants. Any application for a community block grant would then have to come to the City for funds disbursement. Councilman Goodlander also stated that in 2003 Ms. Mabel prepared a either/or scenario for Renata that clarified this and at that time we chose not to apply as an entitlement city. Councilman Goodlander stated that this is of great concern to her and asked Troy to investigate this and give a report at the City Council meeting on June 19th.

Councilman Hassell recommended this be forwarded to the City Council with a do-approve vote contingent upon obtaining an answer to Councilman Goodlander's question.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 07-047 approving an agreement with BBC Research & Consulting for the completion of a consolidated plan and analysis of impediments to fair housing choices and approval of a letter of intent to accept Community Development Block Grant Funds contingent upon staff obtaining an answer to Councilman Goodlander's question.

Item 4. Letter of Agreement / City and Kootenai County Transportation.
(Consent Resolution No. 07-046)

Troy Tymesen is requesting approval of an annual agreement and funding for the City's portion of the public transportation within the urbanized area of Kootenai County. The City is asked to fund \$52,245.00. The funding of the requested \$52,245 is just 3.1% of the total budget and it includes a van that will be used for the Recreation Department. The van is a 15 passenger unit and is handicap acceptable.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 07-046 approving an agreement and funding for the City's portion of the public transportation within the urbanized area of Kootenai County.

**Item 5. Single Source Purchase for Police Dept. / Electronic Ticketing Hardware and Software.
(Consent Calendar)**

Sgt. Jim Greensides is requesting authorization to purchase electronic ticketing system components which includes the only software compatible with the Spillman mobile system and the required mobile printer and driver's license scanner. Sgt. Greensides reported that this is the final funds from a grant received in 2004 from the COPS Office. Sgt. Greensides discussed the process and benefit of having this system. Councilman Hassell expressed concern with the cost of \$1,000 per thermal printer. Discussion ensued. The Committee requested staff research the cost of thermal printers in hopes of obtaining lower cost printers.

MOTION: THE COMMITTEE is recommending that the City Council authorize the purchase of an electronic ticketing system. The Committee is also recommending that staff attempt to locate less expensive thermal printers than what is quoted by APS.

**Item 6. Paramedic Intern Agreement with Spokane Community College.
(Consent Resolution No. 07-046)**

Tom Greif, Division Chief, is requesting approval of a Paramedic Intern Agreement between the City and Spokane Community College to do Paramedic internships. The Fire Department has done internships with the college in the past however, a written agreement has never been entered into. The Fire Department works very close with SCC and would like to continue to partner with their ALS program and allow students to ride with CDAFD Paramedics. Mr. Greif added that by having the ability to teach in turn helps maintain the skills of our Paramedics.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 07-046 approving the Paramedic Intern Agreement between the City and Spokane Community College for training purposes.

**Item 7. Discussion Item – Sound Performance Standards
(Agenda Item)**

Councilman Goodlander has brought this discussion item forward as a result of the noise issue presented by Kathy Hunt at the May 21st GS meeting. Councilman Goodlander reported that for one week she went to Ms. Hunt's neighborhood between the hours of 3:00 a.m. and 4:00 a.m. She observed an unusual amount of noise due to trucks running. Councilman Goodlander stated that as our city is growing we are going to be faced more and more with this type of complaint. Councilman Hassel thinks the decibel level as well as the zoning code should be revisited. Councilman Goodlander asked Victoria Bruno to be the lead player in having staff research what other cities are doing to separate residential and commercial; what are their decibel levels; if a buffer is being used, what kind, etc.

Councilman Goodlander discussed the possibility of prohibiting truck traffic on Park Avenue. Wendy Gabriel, City Administrator, will take this request back to staff to address.

Victoria Bruno stated that when future residential and commercial development starts coming together the city might want to require the installation of sound barriers to protect residents from commercial noise. Councilman Goodlander agreed that this is something the City needs to look at.

MOTION: THE COMMITTEE is recommending that the City Council direct staff to review/research this issue as outlined by Councilman Goodlander and direct staff to present a report of their findings to the General Services Committee at the earliest date possible.

The meeting adjourned at 4:50 p.m.

Respectfully submitted,

DEANNA GOODLANDER, Chairman

Juanita Van Cleave
Recording Secretary

**GENERAL SERVICES COMMITTEE
MEMORANDUM**

DATE: MAY 31, 2007

FROM: RENATA MCLEOD, PROJECT COORDINATOR

RE: AUTHORIZING AN AGREEMENT WITH BBC RESEARCH & CONSULTING
FOR COMPLETION OF A CONSOLIDATED PLAN AND ANALYSIS OF
IMPEDIMENTS TO FAIR HOUSING CHOICE

DECISION POINT:

- To authorize an agreement with BBC Research & Consulting for the completion of a consolidated plan and analysis of impediments to fair housing choice.
- To authorize a letter of intent to accept Community Development Block Grant Funds.

HISTORY: The City of Coeur d'Alene listed as one of its top ten strategic goals for this year finding ways to implement affordable housing. The U.S. Department of Housing and Urban Development (HUD) has notified the City for the last three years that it is eligible to receive Community Development Block Grant (CDBG) funding (also known as entitlement funds). The City continues to be eligible to accept these funds. Several requirements exist that must be completed prior to receiving the funds. The first step is to send HUD a letter of the City's intent to accept the funds (due by July 2, 2007). The second requirement is to complete a "consolidated plan" forty-five (45) days prior to receiving the funds, which would be the end of October 2007 in order for the City to receive funds January 1, 2008. The consolidated plan will be a useful product that will outline the priorities for the expenditures of the CDBG funds. The housing needs assessment conducted by BBC in October 2006, included six goals/recommendations for the City to assist with affordable housing. Goal number 4 states that the City should "[r]eceive direct allocation of the Community Development Block Grant." The main benefit of accepting the direct allocation of CDBG funds is that the City can anticipate annual income that can go directly to assist in implementing affordable housing goals.

FINANCIAL ANALYSIS: CDBG funds received are estimated to be \$308,000.00. A portion of those funds can be utilized for grant administration (including reimbursement to the general fund for the cost of the consolidated plan). The Agreement with BBC is for \$23,650.00 (which includes travel and reproduction costs.)

PERFORMANCE ANALYSIS: In an effort to continue implementing strategies for affordable housing, the CDBG funds will provide opportunities for funding projects within our community. The consolidated plan will include public meetings to gather public input, which will help guide and establish the top priorities for our community.

DECISION POINT/RECOMMENDATION:

- To authorize an agreement with BBC Research & Consulting for the completion of a consolidated plan and analysis of impediments to fair housing choice.
- To authorize a letter of intent to accept Community Development Block Grant Funds.

RESOLUTION NO. 07-047

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT WITH BBC RESEARCH & CONSULTING FOR THE COMPLETION OF A CONSOLIDATED PLAN AND ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an agreement with BBC Research & Consulting, for the completion of a consolidated plan and analysis of impediments to fair housing choice 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 with BBC Research & Consulting 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 19th 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 _____.

CONTRACT AGREEMENT

BETWEEN

CITY OF COEUR D'ALENE
710 E. Mullan Avenue
Coeur d'Alene, ID 83814

AND

BBC RESEARCH & CONSULTING
3773 Cherry Creek North, Suite 850
Denver, CO 80209

THIS AGREEMENT is entered into this _____ day of _____, 2007 between the City of Coeur d'Alene (the City) and BBC Research and Consulting (BBC).

WHEREAS, the City desires to retain the services of BBC to perform a Consolidated Plan for the City of Coeur d'Alene, and

WHEREAS, the City has determined BBC is capable of performing and agrees to perform these services, so therefore, the City and BBC mutually agree as follows:

ARTICLE I. RETENTION

- 1.1 The City hereby retains BBC to perform the duties identified in the Scope of Services, which is hereby incorporated into and made a part of this Agreement as Exhibit "A." The project manager on behalf of the City will be Renata McLeod, Project Coordinator, and the project managers on behalf of BBC will be Heidi Aggeler, Director, and Kathy Kugel, Associate.

ARTICLE II. COMPENSATION

- 2.1 Total compensation to BBC for completion of the services provided in Exhibit "A" will be Twenty-three Thousand, Six Hundred Fifty Dollars (\$23,650.00).

ARTICLE III. TERM AND TERMINATION

- 3.1 This Agreement shall commence on, June 20, 2007 and end on November 5, 2007. The timeline for delivery of services is specified in Exhibit "A."
- 3.2 This Agreement may be terminated by either party if both parties agree the continuance of this project would not produce beneficial results commensurate with the further expenditure of funds.
- 3.3 This Agreement may be terminated by the City upon 30-day written notification, for any reason. BBC shall be entitled to compensation for any satisfactory work completed on such documents or other materials that were completed to the satisfaction of the City. Upon termination any completed documents or materials associated with the project will become property of the City.

3.4 This Agreement may be terminated by BBC upon a 30-day written notice if BBC determines it cannot for any reason fulfill the terms of the contract set forth in this Agreement.

ARTICLE IV. GENERAL TERMS AND CONDITIONS

- 4.1 BBC shall be responsible for retaining employees required by BBC to perform the services under this Agreement, shall maintain a current policy of workers' compensation insurance or such other workers' compensation coverage as required by law. BBC shall maintain other employee benefits as required by law for BBC's employees. At the request of the City, BBC shall provide evidence of any such coverage.
- 4.2 BBC represents and warrants to the City, that this Agreement has been duly authorized, executed and delivered by BBC and constitutes the binding agreement of the City, enforceable against BBC in accordance with its terms.
- 4.3 This Agreement supersedes all prior understanding and Agreements of the parties and contains the entire Agreement of the parties. This Agreement may not be amended except by written amendment signed by both parties, nor may any rights be waived except by an instrument in writing signed by the party charged by such waiver.
- 4.4 This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho.
- 4.5 This Agreement shall be binding and inure to the benefit of the respective parties hereto and their successors, heirs, assigns, executors, administrators and legal representatives.

ARTICLE V. COMMUNICATION

5.1 All notices, and correspondence to the City associated with this Agreement will be directed to :

Renata McLeod
Project Coordinator
City of Coeur d'Alene
710 E. Mullan Avenue
Coeur d'Alene, Idaho 83814

All notices and correspondence to BBC associated with this Agreement will be directed to :

Heidi Aggeler
Director
BBC Research and Consulting
3773 Cherry Creek North Drive, Suite 850
Denver, CO 80209

This Agreement shall be executed simultaneously in duplicate originals, each which shall be deemed an original Agreement.

IN WITNESS THEREOF, the parties have duly executed this Agreement as of the day first written above.

BBC Research and Consulting

City of Coeur d'Alene

BY: _____

BY: _____

Sandi Bloem, Mayor

TITLE: _____

**ARTS COMMISSION
MINUTES
Tuesday, May 15, 2007**

MEMBERS PRESENT:

Chairman Elisabeth Garland
Rann Haight
Iris Siegler
Mike Patano
Deanna Goodlander
Fred Ogram
Eden Moreland
Fred Ogram
Eden Moreland

STAFF PRESENT:

Steve Anthony
Amy Ferguson
Derek Morrison

GUESTS PRESENT:

Susan Nipp
Terry Lee
Mike Terrill, Greenstone

CALL TO ORDER: Chairman Elisabeth Garland called the meeting to order.

APPROVAL OF MINUTES:

Motion by Commissioner Patano, seconded by Commissioner Moreland, to approve the April 17, 2007 minutes as written and sent. All in favor. Motion carried.

FINANCIAL REPORT:

The Financial Report was not discussed.

NEW BUSINESS – “CITY ART FOR CHILDREN”:

Susan Nipp introduced herself as the co-author of the Wee-Sing series of books and CD's and stated that she has been working with children and children's products for over 30 years. She presented a proposal to the commission for art for children and likened it to what has been done in Boston. An award-winning children's book entitled "Make Way for Ducklings" featured various locations in Boston. Since that time, the book has been a focal point for tourism and in 1987 the City of Boston commissioned a sculpture to commemorate the book. Ms. Nipp felt that it would be a great idea for Coeur d'Alene and, as a result, she wrote a children's story about a moose and a mouse entitled "Mudgy & Millie."

Ms. Nipp explained that she wanted the moose in the story to be a whimsical figure and that she contacted artist Terry Lee, who did some research regarding sculpture costs and ideas. Mr. Lee presented a maquette of the proposed moose for the commission's review. Ms. Nipp read the story of "Mudgy & Millie," in which the characters play a hide and seek game. She would like to see a sculpture of Mudgy & Millie at each of the places where Mudgy looks for Millie. The intent is to get children to understand the downtown area and love where we live. The children could view the statues when walking with

friends and family to the different sites. The statues would be about $\frac{3}{4}$ scale to allow for picture taking and climbing on the moose.

Ms. Nipp discussed the proposed budget and indicated that the book could be published by Eastern Washington University press. The city would pay \$25,000 for the illustrations and would own the copyright. As the author of the book, Ms. Nipp indicated that she would receive nothing.

The proposed budget was discussed. Ms. Nipp explained that the total project estimate is \$113,670. Because the book would receive royalties, the royalties would be passed on to the city for maintenance of the pieces, etc.

Funding opportunities, including grants, were discussed.

Mr. Lee stated that he had spoken to the foundry and in order to alleviate concerns regarding the strength of the statues, and the foundry indicated that they would put a "super structure" inside of each of the statues. Although there are no guarantees, the statues would be quite strong. In the event that they were damaged, they could be repaired. The mouse figure would be welded onto the moose. The patina of the moose would be a fairly light color which would get darker with time.

Discussion ensued regarding the proposed site locations. Mr. Anthony stated that NIC would be the only location that is not city property and the city would need some kind of agreement with NIC to locate a statue there. In addition, they would also need to work with the Tubbs Hill Foundation. Mr. Anthony stated that there might be resistance from the Tubbs Hill Foundation regarding putting anything that is not natural on Tubbs Hill. Ms. Nipp stated that she had spoken to Teresa Rod from the Tubbs Hill Foundation, and Ms. Rod loved the idea. In addition, Ms. Nipp also spoke to Scott Reed, who had no problem with the concept. She also talked to NIC and they liked the idea.

Ms. Nipp commented that each of the moose sculptures would have a plaque that would contain a quotation from the book. Commissioner Ogram stated that he could see where something like this would also be used by teachers for field trips. He also suggested spreading the route with additional interpretive signs along the way.

After discussion, Ms. Nipp confirmed that the only thing that the Arts Commission would be paying for in regard to the book is the illustrations.

Commissioner Ogram stated that since there are five requested statues, the commission could try to find five major corporate sponsors. Commissioner Patano felt that corporate Coeur d'Alene has been tapped due to the many projects that are fund raising at this time. He also commented that he felt it was a wonderful idea and could be a great draw for the City from all over the northwest. Councilman Goodlander also stated that she felt it was a great idea. She further commented that if the Arts Commission does decide to take on the project, they need to be prepared to step up and put a committee together and get out and apply for grants, etc.

Ms. Nipp stated that it would take at least a year for the book to be published. It is not a quick process. Chairman Garland suggested involving the Idaho Humanities Council and Councilman Goodlander suggested asking the Chamber of Commerce for their assistance.

Motion by Commissioner Patano, seconded by Commissioner Haight to endorse the “Mudgy & Millie” project and proceed forward. All in favor. Motion carried.

The commission decided to work on the project together, rather than forming a subcommittee.

Commissioner Ogram suggested that the commission host a special meeting and invite the potential stakeholders to come and discuss the idea. Mr. Anthony suggested an evening meeting in Council Chambers with refreshments. Commissioner Haight stated that it might be a good idea to bring in some teachers to comment on the locations and distance between the statues.

Discussion ensued regarding having the illustrator get started on the drawings. Mr. Anthony stated that there would need to be some kind of a contract and he would also like to have someone from the Legal Department in attendance at the first meeting. He also suggested that possibly Eastern Washington University could provide a sample contract for their review. Commissioner Ogram commented that he felt the committee would need to nail down the site and route selections before the illustrations are done.

Councilman Goodlander suggested that Ms. Nipp and Mr. Eastwood meet with the Tubbs Hill Foundation privately. She also suggested taking the concept to the General Services Committee and obtaining their OK to move forward with the project. It was agreed that the project would be presented at the General Services Committee meeting on June 11th, at 4:00 p.m., in Council Chambers. Ms. Nipp confirmed her attendance at the meeting.

NEW BUSINESS – ELECTION OF CHAIRMAN:

Mr. Anthony suggested having an election for Chairman at the first meeting in October of each year, to coincide with the start of the new fiscal year.

OLD BUSINESS – PLACEMENT OF “KATE” UPDATE:

Commissioner Moreland stated that she received an email from Mr. Clemons, who stated that the foundary was delayed and as a result “Kate” would not be completed until May 27th. She also discussed the placement of “Kate” near the Riverstone pond.

OLD BUSINESS – PUBLIC ART IN ROUND-ABOUT (GREENSTONE):

Mr. Anthony stated that Commissioner Olscamp has endorsed the request to donate artwork from Greenstone. Mr. Terrill of Greenstone indicated that they would like to install the bear right after the Council accepts it.

Motion by Commissioner Moreland, seconded by Commission Ogram, to recommend that the Council accept the donation of art by Greenstone Corporation, to be located in the Coeur d'Alene Place round-about. All in favor. Motion carried.

Mr. Terrill stated that Greenstone would like to have an unveiling of the artwork at the round-about. He will work with Mr. Anthony regarding a press release.

OLD BUSINESS – MAYOR’S AWARDS IN THE ARTS:

Commissioner Moreland stated that she has received a request from the Arts and Cultural Alliance to move the Mayor’s Awards in the Arts to Friday, the 5th of October. Ms. Ferguson will check the mayor’s schedule and report back.

OLD BUSINESS – REQUEST FROM PARKS DEPT. RE: 9-11 PARK ART:

Commissioner Ogram shared updated drawings of the 9-11 park design and rebar sculptures with the commission.

Motion by Commissioner Patano, seconded by Commissioner Siegler to authorize the expenditure of approximately \$19,000 for the five rebar sculptures at the 9-11 Memorial in Cherry Hill Park. All in favor. Motion carried.

OLD BUSINESS – LIBRARY EXTERIOR & INTERIOR ART UPDATE:

Mr. Anthony stated that everything is on schedule. They are hoping to open the library around August or September and the art is right on track. The Library Foundation has funded the two matching benches, but were \$1,000 short. As a result, Mr. Anthony committed \$1,000 from the Arts Fund.

OLD BUSINESS – PUBLIC ARTS POLICY & MASTER PLAN UPDATE:

Mr. Anthony stated that Ms. Ferguson send the revised Arts Commission ordinance to Mr. Worth and hopes to hear something soon.

OLD BUSINESS – FIRE STATION I ART UPDATE:

Commissioner Ogram reviewed the plans for Fire Station I and particularly discussed the area at Third & Foster where the old fire truck will be displayed. He stated that the Fire Department would like the Arts Commission to consider the fire truck as an art piece. In addition, they have interior walls that have been set aside for historical elements. They would like funding for such things as assistance with the memorabilia display, lighting of the fire truck, or the development of a pocket park. The bike rack idea is to hire an artist to do a bronze of a fire hose. The project itself will generate \$12,000 of public art funds.

Commissioner Ogram stated that the construction documents for the fire station are due the middle of June. Councilman Goodlander suggested that they work with the Ped/Bike committee and trails coordinator regarding the bike rack.

OLD BUSINESS – COMMISSIONER REPORTS:

Mr. Anthony stated that he had spoken to Tony Berns and that the LCDC will be paying for the installation of “Kate” at Riverstone.

ADJOURNMENT: The meeting adjourned at 9:57 a.m.

Respectfully submitted

Amy Ferguson
Executive Assistant

June 11, 2007
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Dixie Reid
Council Member Mike Kennedy
Council Member Woody McEvers

CITIZENS PRESENT

Roger Flint, CH₂M
Doug Busko, CH₂M
John Magnuson
Steve Syrele

STAFF PRESENT

Warren Wilson, Chief Deputy City Attorney
Sid Fredrickson, Wastewater Supt.
Amy Ferguson, Committee Liaison
Jon Ingalls, Deputy City Administrator
Mike Gridley, City Attorney

Item 1 Amendment to Hawk's Nest/Landings Annexation Agreements

Mike Gridley, City Attorney, presented a request for Council approval of a proposal to amend the Hawk's Nest and Landings annexation agreements to allow for the construction of a temporary lift station and force main for the Hawk's Nest and Landings subdivisions. Mr. Gridley stated that the lift station and force main would be built to public standards and would address Hawk's Nest's and Landings' immediate need for additional sewer hookups and create a paved extension of the Centennial Trail from Riverstone to Huetter Road. The Hawk's Nest and Landings developers would share in the cost of construction, operation, and maintenance. When the Huetter Interceptor is constructed, Hawk's Nest and Landings would connect to it and cease using the force main.

Mr. Gridley discussed several benefits as a result of allowing the construction of the temporary lift station and force main, which include (1) taking strain off of the Ramsey Basin by diverting the effluent from Hawk's Nest and the Landings subdivision; (2) the paving of the U.P. right of way, thereby creating an extension of the Centennial Trail; (3) having growth pay for itself, (4) allowing for economic development to continue, and (5) allowing for a re-use plan in that construction of the force main provides a possible location for a "purple pipe" that could be used to divert treated effluent from the wastewater treatment utility as an option for getting out of the Spokane River during critical summer months as well as eliminate the need for more wells to provide for landscape irrigation. Mr. Gridley further stressed that no city funds would be used for the project.

Mr. Fredrickson stated that he believes the proposal is a good long-term temporary solution.

MOTION: RECOMMEND that Council approve the proposal to amend the Hawk's Nest and Landings annexation agreements to allow for the construction, operation and maintenance of a temporary lift station and force main under terms to be negotiated by staff for approval by Council.

The meeting adjourned at 4:41 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

STAFF REPORT

DATE: June 6, 2007

TO: Public Works Committee

FROM: Mike Gridley, City Attorney

SUBJECT: Amendments to Hawk's Nest and Landings Annexation Agreements
regarding construction of a temporary lift station and force main sewer system

DECISION POINT: Whether the City should agree to amendments to the Annexation Agreements with Hayden LLC (HLLC) and Blue Grass Development LLC (BGDLLC) regarding the construction of a temporary sewer system for the Hawk's Nest (HN) and Landings (LS) subdivision.

HISTORY: HLLC has proposed that it be allowed to build a temporary lift station and force main to serve the HN and LS subdivisions. The force main would be located on the former UP right of way and would be constructed this summer. The force main would address HN's and LS' immediate need for additional sewer hookups and create a paved extension of the Centennial Trail from Riverstone to Huetter Road. HN and LS would share the cost of construction, operation and maintenance. When the Huetter Interceptor is constructed HN and LS would connect to it and cease using the force main. (See attached letters dated April 4, 2007 and May 25, 2007 for further background regarding the proposal and the staff's response)

The original HN annexation agreement allows for 115 temporary sewer hookups. After that, no more hookups are allowed until the Huetter Interceptor is built. Various issues and new opportunities have caused a rethinking of the timing of the construction of the Huetter Interceptor. These include:

1. Availability of the UP right of way for the location of a sewer line;
2. HN selling the 115 lots much sooner than anticipated;
3. Uncertainty of the location and obtaining an easement for the construction of the Huetter Interceptor across non-annexed property owned by Roy Armstrong;
4. Recognition of the likely difficulty and inconvenience to citizens living in the Woodside subdivision if the Huetter Interceptor is built;
5. Recognition that the \$200,000 siphon in Mill River would not need to be built until the Huetter Interceptor is built;
6. Recognition that the \$600,000 bore under I-90 would not need to be built until the Huetter Interceptor is built;
7. Construction of the force main would allow for the construction of a paved extension of the Centennial Trail from Riverstone to Huetter Road this year;

8. Construction of the force main may allow the City the option of pumping treated effluent from the wastewater treatment plant for use to irrigate land along the right of way.

FINANCIAL ANALYSIS: There will be no additional costs to the City. Cost of construction, operation and maintenance will be paid by the developers and/or the subdivision homeowners' associations.

PERFORMANCE ANALYSIS: The current annexation agreements require construction of the Huetter Interceptor by HLLC and BGDLLC. The proposed amendments would allow HN and LS to be served by a temporary sewer system until such time as the Huetter Interceptor is constructed to the edge of these subdivisions, at which time they would be required to connect to the Huetter Interceptor. In the meantime further analysis can be done regarding the routing of the Huetter Interceptor across the Armstrong property as well any options that exist for sewerage the Armstrong, HN and LS properties as efficiently and cost-effectively as possible. Further, construction of the force main will require HLLC and BGDLLC to purchase an easement from the Centennial Trail Foundation. The proceeds from the sale of the easement will pay for the paving of the new Prairie Trail from Riverstone to Huetter Road. In addition, construction of the force main provides a possible location for a "purple pipe" that could be used to transport treated effluent from the wastewater treatment plant for land application along the right of way and parks. This will give the wastewater utility an option for getting out of the Spokane River during the critical summer months as well as eliminate the need for more wells to provide for landscape irrigation. The proposal is supported by the City's Wastewater, Engineering, Finance and Legal Departments as well as City Administration and the Centennial Trail Foundation.

QUALITY OF LIFE ANALYSIS: The proposal benefits the HN and LS developments because it solves their immediate sewer needs while getting those subdivisions out of the Ramsey Basin. The system can be constructed this summer which allows more time and maximum flexibility for the planning and development of the Armstrong property. The proposal would result in the construction of a new paved trail that would allow a connection from the northwest subdivisions to Holy Family School, Woodland Middle School, Ramsey Elementary, Ramsey Park, Kroc Community Center, Riverstone and beyond at no cost to the City. Finally, the proposal creates an option for getting the City's treated wastewater out of the Spokane River during the critical summer months.

DECISION POINT/RECOMMENDATION: City staff recommends that Council approve the proposal to amend the HN and LS annexation agreements to allow for the construction, operation and maintenance of a lift station and force main under terms to be negotiated by staff for approval by Council.

TRI-STATE
CONSULTING ENGINEERS, LLC

April 4, 2007

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

ATTN: Mike Gridley, Warren Wilson & Gordon Dobler, P.E.

RE: Hawk's Nest – Sanitary Sewer Proposal

Dear Gentlemen:

As you all are aware, we as Hayden, LLC and Bluegrass Development, LLC have been working diligently on an alternate sanitary sewer alignment to serve the remaining phases of our developments known as 'Hawk's Nest' and 'The Landings at Waterford.' Development of land is not rocket science, however controlling when and where to develop is quite challenging. In our case, the City has grown in the direction which followed the purchase of land by developers. This is the natural progression of growth which every City embraces.

Through this growth process, we are looking at a timing issue on determining when to extend the proper utilities to sustain growth. Specifically, we are talking about providing sanitary sewer to the future phases of our developments. We find ourselves asking the following questions: Is it the right time to design and install approximately 1.5 miles of city sewer interceptor main just to reach the southern property boundaries of Hawk's Nest and The Landings? What is the full impact to the property owner granting this easement? How can we accurately assess this impact? As we answer these questions, we strongly feel that this is not the right time to burden a private property owner simply because it is nearly impossible to determine the full impacts at this time.

Based on our understanding of your sewer needs and capacity issues we being Hayden, LLC and Bluegrass Development, LLC propose the following:

1. We will design and construct a new public sanitary sewer lift station to adequately handle all of the sewer needs for both developments.
2. With this lift station, force mains will be properly designed and installed within a 20' wide sewer easement along the current centennial trail right-of-way. Actual location and alignment will be reviewed and agreed upon during the design phase. These force mains shall be designed with as much positive gravity flow as possible towards our connection point in the existing 24" City Sewer Main located near Interstate 90 and Seltice Way.
3. Upon completion, we propose for this lift station and force mains to become a public system to be owned and operated by the City of Coeur d'Alene Wastewater Utility.

4. Upon and during the construction process of the force mains we propose to design & construct the centennial trail up to our western boundaries of the Hawk's Nest plat (Huetter Road).

Currently we have contributed a substantial amount of money toward the installation of the Huetter Interceptor as a condition of our development/annexation agreements. As we understand this amount is somewhere between \$650,000 to \$700,000. We have estimated our financial obligations to perform the tasks as identified above and respectfully request for the ability to access a portion of these funds for the development of our new proposed alignment. It is anticipated that additional monies will be required for full completion of the tasks and both developers are comfortable offering an additional sum not to exceed \$500,000.00 each.

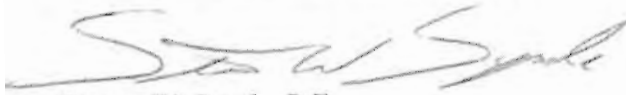
The current City Sewer Master Plan identifies that the Huetter Interceptor Line shall be the sole source for sewerage this area of the city. With the proposed alignment as discussed during several meetings with all parties involved, we propose for this alignment to satisfy all sewer related obligations for both developments under each entity's respective annexation agreements and that no additional developer contributions shall be required for the installation of the Huetter Sewer Interceptor.

However, we understand the financial obligations that the future developers to the south of Hawk's Nest might have without our support and we offer that the City continue to collect \$640/lot at building permit stage for the remaining lots in both of our projects. We collectively have approximately 1100 lots remaining which equates to more than \$700,000.00 in addition to any funds remaining in the current account to be utilized for the installation of the Huetter Interceptor south of Mr. Armstrong's property. We have estimated that installing this line through the existing development known as Woodside Park and boring under Interstate 90 will cost approximately \$1,000,000.00. With approximately \$1,000,000.00 in funds from both entities in the bank, or coming with each building permit, we feel our share would be more than adequately provided.

We have had an exceptional response to our first phase of Hawk's Nest and have completely sold out of our available lots. With this area of the City being so attractive for future home buyers we strongly feel that our proposal comes from sound engineering practices while properly managing our growth. We feel this would be a fair solution to your sewer system and formally request for your approval.

As previously mentioned, timing for us is extremely important and we would greatly appreciate your honest consideration of our proposal. Upon completion of your review of our proposal, please contact me at your convenience to discuss where we go from here to ensure providing service to our future City residents.

Sincerely yours,
Tri-State Consulting Engineers, LLC



Steven W. Syrcle, P.E.
Principal

Cc: Hayden, LLC, Bluegrass Development, LLC, Lake City Engineering, File



CITY OF COEUR D'ALENE

LEGAL DEPARTMENT

CITY HALL, 710 E. MULLAN AVENUE
COEUR D'ALENE, IDAHO 83814
(208)769-2348 – FAX (208)769-2349
cdaaffty@cdaid.org
www.cdaid.org

May 25, 2007

Mr. Steven W. Syrcle, P.E.
Tri-State Consulting
1400 Northwood Center Court, Suite A
Coeur d'Alene, ID 83814

RE: Hawk's Nest - Sanitary Sewer Proposal

Dear Steve:

The purpose of this letter is to respond to your letter of April 4, 2007 regarding the above referenced proposal. As we discussed in our meeting on April 27, 2007, City staff are flexible and open to looking at alternative methods of providing sewer to the Hawk's Nest and Landings (HNL) subdivisions.

Specifically, City staff are supportive of the construction of a public lift station and force main along the former UP right of way to serve HNL. If this option is pursued, the City would require reimbursement for its costs of maintaining and operating the system. The City requests that you provide information to us regarding the estimated O&M for the lift station and force main. The cost estimates should include power costs, 10% per year of the pump rebuild costs and manpower at 1 hour per week. Other requirements are standby power, the wetwell must have 45 minutes of reserve capacity at peak flow and the system must include the City's radio telemetry system.

City staff are supportive of using the funds presently held for construction of the Huetter Interceptor to pay for the lift station, force main and right of way acquisition. The thinking is that, pursuant to existing City policy, the Armstrong property would have to pay to construct the Huetter Interceptor and that HNL would then hook to it when it reaches them without paying any pro rata share of the cost of the interceptor.

If necessary, as we have done in the past, the City would honor and facilitate any late-comer's agreement that would ensure an equitable distribution of the cost of construction of the lift station, force main and right of way acquisition among the users of the system.

The City will allow construction of the lift station and force main as a "temporary" system while ultimately requiring HNL to connect to the Huetter Interceptor when it is constructed. As we discussed at the meeting, we are deferring the I-90 bore and Woodside Park construction until such time as the Armstrong property is annexed, at which time the cost of sewerage that property will be borne by the

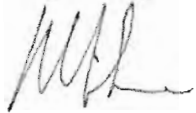
Armstrong developer. Also, if HNL participate in construction of the proposed lift station and force main then the City will waive the requirement in the Landings Annexation Agreement that construction on the Huetter Interceptor must start on May 15, 2007.

In summary, City staff are willing to recommend to City Council an amendment to the Hawk's Nest and Landings Annexation Agreements to allow the following:

1. Construction of a public "temporary" lift station and force main to serve HNL;
2. Funds currently held by the City for construction of the Huetter Interceptor would be available to fund construction of the lift station and force main and for right of way acquisition;
3. If Landings participates in construction of the lift station and force main then the requirement in the Landings Annexation Agreement requiring construction of the Huetter Interceptor to commence by May 15, 2007 would be waived by the City;
4. If Landings does not participate in construction of the lift station and force main then Hawk's Nest may proceed on its own to construct the system, however the City reserves the right to require construction of the Huetter Interceptor by the Landings. The City will also cooperate in enforcement of any late-comers fees that are equitable for anyone who hooks up to the force main system.
5. If HNL build the lift station and force main then they would have no obligation to participate in the construction of the Huetter Interceptor, except to hook up to it when it is constructed to their property lines.

We recognize that timing is a big issue for your client and are willing to consider any proposal that is equitable and meets the City's needs. Please contact me if you need any further information.

Very truly yours,



Michael C. Gridley
City Attorney

cc:

Gordon Dobler
Sid Fredrickson
Warren Wilson
Jon Ingalls
Troy Tymesen

OTHER BUSINESS

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: WENDY GABRIEL, CITY ADMINISTRATOR

DATE: JUNE 13, 2007

RE: LETTER OF INTENT WITH IRONMAN TO EXTEND CONTRACT

DECISION POINT: Will the City Council approve a Letter of Intent with Ironman North America Triathlon, Inc (now known as North America Sports, Inc.) that expresses our intent and interest to negotiate a contract for another five-year (5-year) term?

DISCUSSION: The Letter of Intent with Ironman merely expresses our interest and intent to enter into negotiations for another five-year term. Although some changes are spelled out in the Letter of Intent, the Letter of Intent in no way precludes further changes that may result from subsequent negotiations.

FINANCIAL IMPACT: There is no financial impact in the execution of the Letter of Intent. Once a final agreement is negotiated, it is anticipated that there will be no significant change in the financial impact that we already incur in hosting and participating in this race year after year.

QUALITY OF LIFE: You have experienced the race for the past several years. No words I can express here can add to what you already know about the enhancement of the quality of life this race has on our community.

RECOMMENDATION: It is recommended that City Council approve the Letter of Intent to host the race for an additional five years, conditioned upon negotiating a final agreement.

RESOLUTION NO. 07-048

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A LETTER OF INTENT WITH FORD IRONMAN FOR THE COEUR D'ALENE TRIATHLON.

WHEREAS, the City Administrator has recommended that the City of Coeur d'Alene enter into a Letter of Intent with Ford Ironman, for the Coeur d' Alene Triathlon pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an Agreement for the Coeur d' Alene Triathlon, 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 19th 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 KENNEDY Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

LETTER OF INTENT

Ironman North America Triathlon, Inc (now known as North America Sports, Inc.), a corporation incorporated pursuant to the laws of the State of Delaware, with its office located at 4999 Pearl East Circle, Suite 301, Boulder, Colorado (hereinafter referred to as NA Sports), party of the first part, and **CITY OF COEUR d'ALENE**, a body corporate and politic of the State of Idaho, with its office located at 710 Mullan Street, Coeur d'Alene, ID, 83814, (hereinafter referred to as "City"), and **COEUR d'ALENE CHAMBER OF COMMERCE**, with its office located at P.O. Box 850, 1621 N. 3rd Street, Coeur d'Alene, ID, 83814, (hereinafter referred to as "Chamber"), parties of the second part entered into an agreement in April, 2003 for the staging of an Ironman Triathlon Event (the "Event") in and around the City which agreement expires June 2007 (the "Agreement").

The parties to the Agreement have expressed their intention to and agree to extend the terms of the Agreement, and by this letter of intent set out the mutual intention to extend the terms of the Agreement on the same terms and conditions except as set out herein.

Term of Extension

The parties agree to execute an extension to the Agreement for a further five years with the term of the extension to be run from 2008 through to and including 2012 on the original terms subject to the following changes set out herein.

Race Dates

2008 – June 22d
2009 – June 21st
2010 – June 27th
2011 – June 26th
2012 – June 24th

DRAFT

Course Changes

As agreed to in the contract addendum executed **{insert date of execution}**

Marketing Fee

The fee to be paid to NA Sports will be increased to US Seventy Five Thousand Dollars (\$75,000)

Hotel Rebate

NA Sports agrees to relinquish any share in the hotel rebate

Hotel Rooms

The Chamber agrees to provide NA Sports with four (4) complimentary hotel rooms within the City from Tuesday to Tuesday of race week.

Additional Terms

This letter of intent shall not be construed as any limitation or prohibition of any additional terms to the actual Agreement extension as agreed upon by all parties during any subsequent negotiations.

The Parties agree to use best efforts to complete and execute the extension to the Agreement within three (3) months following the expiration of the Agreement and this letter of intent sets out the intention of the parties to enter into the extension.

NORTH AMERICA SPORTS, INC.

By: _____
Paula Newby-Fraser, President

DRAFT

CITY OF COEUR d' ALENE

By: _____
Sandi Bloem, Mayor

COEUR d' ALENE CHAMBER OF COMMERCE

By: _____
Jonathan Coe, President

COUNCIL BILL NO. 07-1024
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 (RESIDENTIAL AT 12 UNITS/ACRE) TO R-17 (RESIDENTIAL AT 17 UNITS/ACRE), SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: AS A +/- .581 ACRE PARCEL AT 3313 NORTH 4TH STREET AND LEGALLY DESCRIBED AS THE EAST 200 FEET OF LOT 12, THOMAS ADDITION IN THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

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

**as a +/- .581 acre parcel at 3313 North 4th Street and legally described as
The East 200 feet of Lot 12, Thomas Addition in the Southwest 1/4 of Section 1,
Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.**

is hereby changed and rezoned from R-12 (RESIDENTIAL AT 12 UNITS/ACRE) TO R-17 (RESIDENTIAL AT 17 UNITS/ACRE).

SECTION 2. That the following conditions precedent to rezoning are placed upon the rezone of the property:

NONE

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

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

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

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

APPROVED this 19th day of June, 2007.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____

Zone Change – ZC-4-07

as a +/- .581 acre parcel at 3313 North 4th Street.

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 (RESIDENTIAL AT 12 UNITS/ACRE) TO R-17 (RESIDENTIAL AT 17 UNITS/ACRE) AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: AS A +/- .581 ACRE PARCEL AT 3313 NORTH 4TH STREET AND LEGALLY DESCRIBED AS THE EAST 200 FEET OF LOT 12, THOMAS ADDITION IN THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Zone Change – ZC-4-07 as a +/- .581 acre parcel at 3313 North 4th Street, 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 19th day of June, 2007.

Warren J. Wilson, Chief Deputy City Attorney

COUNCIL BILL NO. 07-1025
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 (RESIDENTIAL AT 12 UNITS/ACRE) TO C-17 (COMMERCIAL AT 17 UNITS/ACRE), SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: A +/- .321 ACRE PARCEL AT 1502 NORTH 3RD STREET AND IS LEGALLY DESCRIBED AS LOTS 7 AND 8, BLOCK 3, SIMM'S ADDITION IN THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

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

a +/- .321 acre parcel at 1502 North 3rd Street and is legally described as Lots 7 and 8, Block 3, Simm's Addition in the Southwest 1/4 of Section 12, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

is hereby changed and rezoned from R-12 (RESIDENTIAL AT 12 UNITS/ACRE) to C-17 (COMMERCIAL AT 17 UNITS/ACRE).

SECTION 2. That the following conditions precedent to rezoning are placed upon the rezone of the property:

NONE

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

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

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

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

APPROVED this 19th day of June, 2007.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____

Zone Change – ZC-6-07

a +/- .321 acre parcel at 1502 North 3rd Street

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 (RESIDENTIAL AT 12 UNITS/ACRE) TO C-17 (COMMERCIAL AT 17 UNITS/ACRE) AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: A +/- .321 ACRE PARCEL AT 1502 NORTH 3RD STREET AND IS LEGALLY DESCRIBED AS LOTS 7 AND 8, BLOCK 3, SIMM'S ADDITION IN THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO;; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Zone Change – ZC-6-07 a +/- .321 acre parcel at 1502 North 3rd Street, 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 19th day of June, 2007.

Warren J. Wilson, Chief Deputy City Attorney

COUNCIL BILL NO. 07-1026
ORDINANCE NO. _____

AN ORDINANCE DEANNEXING AND EXCLUDING PORTIONS OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN FROM THE CITY BOUNDARIES OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY AND DECLARING SUCH PROPERTY TO BE NO LONGER A PART OF THE CITY OF COEUR D'ALENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, the Mayor and City Council find it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that the real property described on the attached exhibit "A" be deannexed and excluded from the City boundaries; NOW, THEREFORE,

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

SECTION 1. That the real property legally described on the attached Exhibit "A", which by this reference is incorporated herein, is hereby deannexed and excluded from the boundaries of the City of Coeur d'Alene, Kootenai County, Idaho.

SECTION 2. That the Planning Director is hereby instructed to make such change and amendment on the official zoning and comprehensive plan maps of the City of Coeur d'Alene.

SECTION 3. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4. 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 5. 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 6. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED, ADOPTED and SIGNED this 19th day of June, 2007.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
DEANNEXING AND EXCLUDING PORTIONS OF SECTION 4, TOWNSHIP 50 NORTH,
RANGE 4 WEST, BOISE MERIDIAN FROM THE CITY OF COEUR D'ALENE
BOUNDARIES

AN ORDINANCE DEANNEXING AND EXCLUDING PORTIONS OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN FROM THE CITY BOUNDARIES OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY AND DECLARING SUCH PROPERTY TO BE NO LONGER A PART OF THE CITY OF COEUR D'ALENE;; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, De-Annexation of Huetter Well-Site, 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 19th day of June, 2007.

Warren J. Wilson, Chief Deputy City Attorney

EXHIBIT A

LEGAL DESCRIPTION
FOR
DE-ANNEXATION
FROM

THE CITY OF COEUR D' ALENE

A parcel of land situated in the southwest quarter of Section 4, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Commencing at the Southwest Corner of said Section 4, marked by a 2" aluminum cap; Thence along the West line of said Section 4, North 00°05'32" East 833.90 feet; Thence South 84°47'58" East 1001.19 feet to the southeast corner of Reeves-Farrell Addition to Huetter as filed in Book C of Plats, page 52, records of Kootenai County, Idaho; Thence along the East line of said Reeves-Farrell Addition to Huetter, North 00°03'12" West 60.34 feet to the **TRUE POINT OF BEGINNING**.

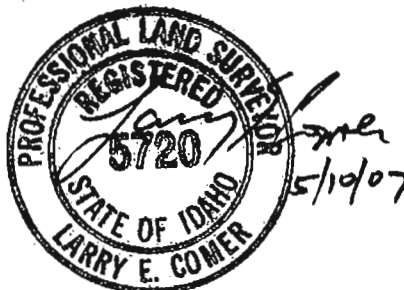
Thence continuing along said East line North 00°03'12" West 150.00 feet;

Thence North 89°56'48" East 102.63 feet;

Thence South 00°03'12" East 150.00 feet;

Thence South 89°56'48" West 102.63 feet to the **TRUE POINT OF BEGINNING**;

Said parcel containing 0.35 acre, more or less.



PUBLIC HEARINGS

**CITY COUNCIL
STAFF REPORT**

FROM: JOHN J. STAMSOS, SENIOR PLANNER
DATE: JUNE 19, 2007
SUBJECT: ZC-5-07 – ZONE CHANGE FROM R-12 TO NC
LOCATION – +/- 9,278 SQ. FT. PARCEL AT 1003 EAST BEST AVENUE

DECISION POINT:

Rob McCarthy is requesting a zone change from R-12 (residential at 12 units per gross acre) to NC (Neighborhood Commercial) at 1003 East Best Avenue.

SITE PHOTOS:

A. Aerial photo



B. Subject property

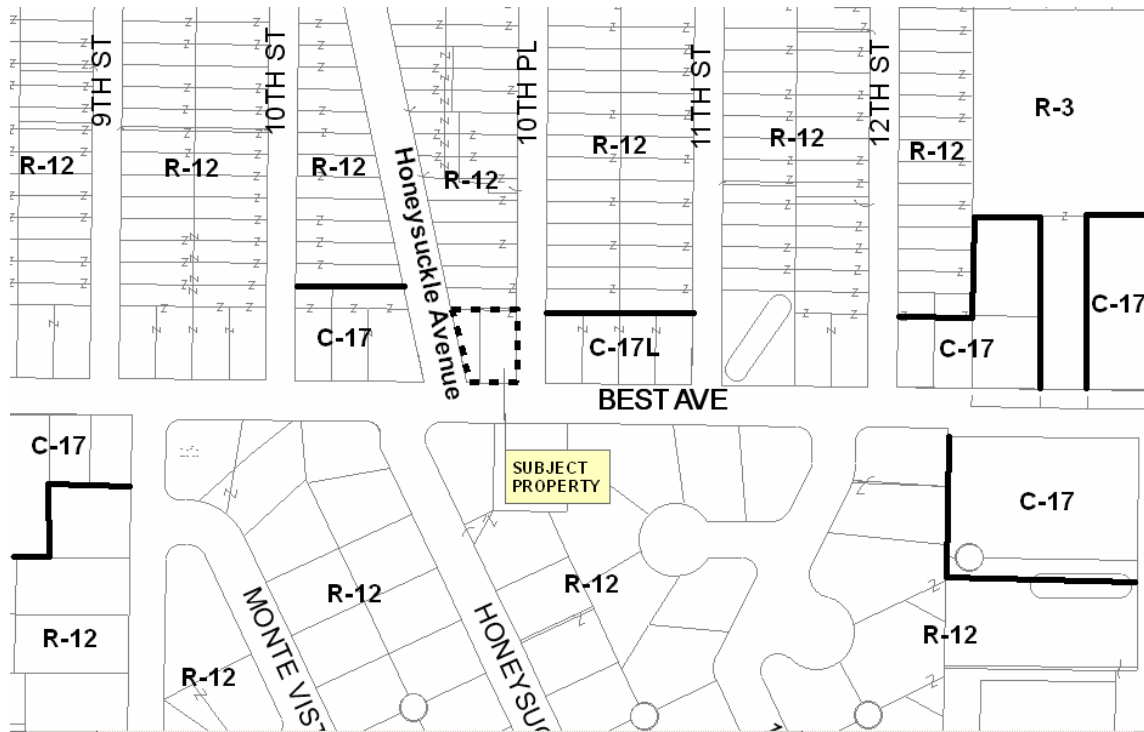


C. Looking east on Best Avenue.

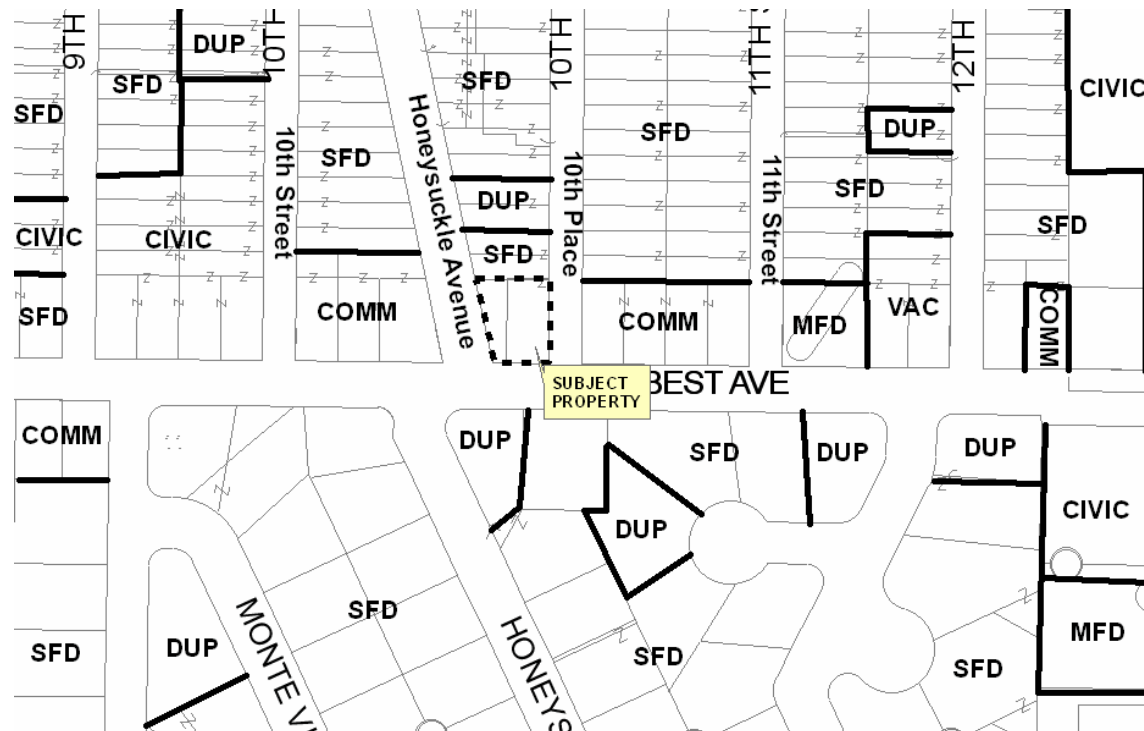


GENERAL INFORMATION:

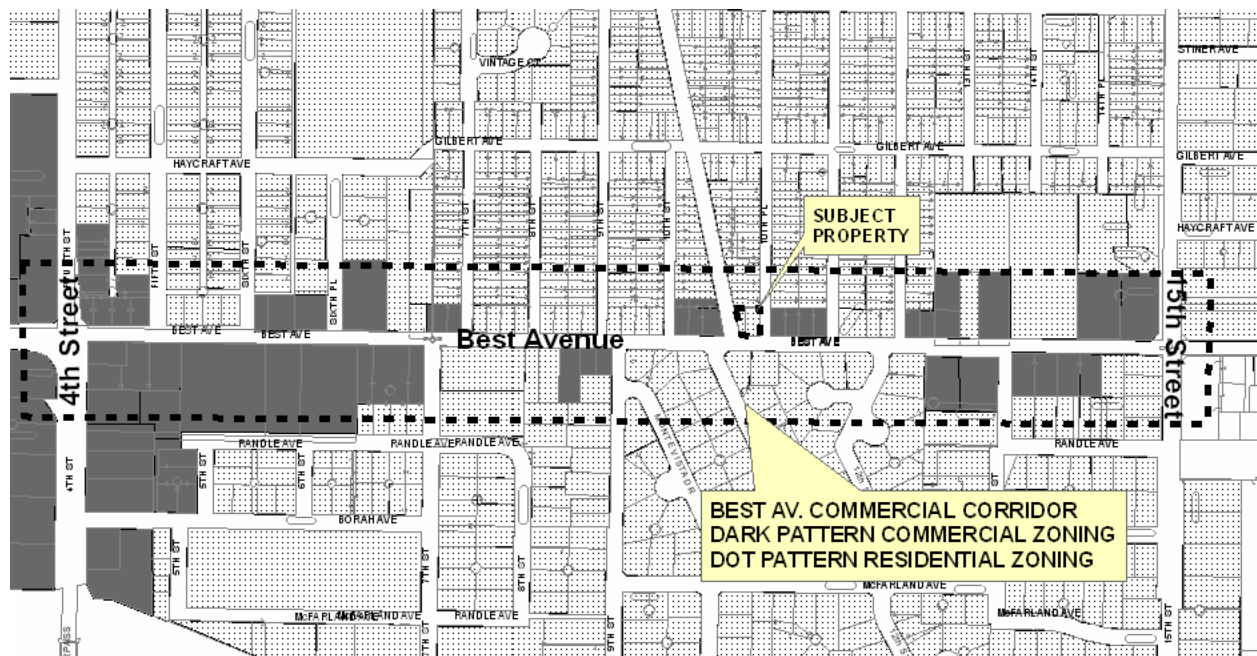
A. Zoning:



B. Generalized land use pattern:



C. Best Avenue commercial corridor



D. Applicant: Rob McCarthy
Owner P.O. Box 3477
Coeur d'Alene, ID 83816

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

F. The subject property is occupied by a single-family dwelling used as a professional office for the applicant's temporary employment agency.

G. Previous actions on surrounding property:

1. ZC-3-84 - R-12 to C-17L - Approved in 1984.
2. ZC-4-00SP - R-12 to C-17L and a Specialty Retail Sales Special Use Permit - Denied September 19, 2000.

H. The Planning Commission heard the request on May 8, 2007 and approved it by a 4-0 vote.

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 Neighborhood Commercial District is intended to allow for the location of enterprises that mainly serve the immediate surrounding residential area and that provide a scale and character that are compatible with residential buildings. It is expected that most customers would reach the businesses by walking or bicycling, rather than driving, as follows:

Principal permitted uses:

Retail
Personal Services
Commercial and Professional Office
Medical/Dental
Day Care
Residential (above the ground floor)
Parks

By special use permit:

Religious Institutions
Schools

Prohibited:

Industrial
Warehouses
Outdoor storage or Display of Goods, other than plants
Mini-storage
Sales, Repair or Maintenance of Vehicles, Boats, or Equipment
Gasoline Service Stations
Detention facilities
Commercial Parking

The maps showing zoning, land use and the commercial corridor (see maps on pages 3 & 4) depict the commercial corridor running along Best Avenue between 7th Street and 15th Street, as verified by the zoning and land use patterns.

Evaluation: The City Council based on the information before them, must determine if the NC 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 Stable Established, as follows:

Stable Established Areas:

“These areas represent the locations where the character of neighborhoods has largely been established and, in general, should be maintained. The street network, number of building lots and general land use are not planned to change greatly within the planning period.”

- Encourage lower intensity commercial service uses close or abutting major transportation routes.
- Encourage residential when close to jobs and other services.
- Discourage uses that are detrimental to neighboring uses.
- Pedestrian/bicycle connections.
- Encourage vacant lot development that is sensitive to neighboring uses.

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.

Significant policies for consideration:

- 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.”
- 6A5: “Encourage renewal and enhancement of commercial sales and service corridors.”
- 42A: “The physical development of Coeur d’Alene should be directed by consistent and thoughtful decisions, recognizing alternatives, affects and goals of citizens
- 42A2: “Property rights of citizens should be protected in land use decisions.”
- 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 on 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: Any alteration of the subject property will require submission of a stormwater drainage plan to manage "on-site" runoff, per City requirements.

TRAFFIC:

The ITE Trip Generation Manual estimates the project will generate approximately 2.2 trips during the peak hour periods, utilizing the 1.52 trips and the approximate size of the "general" office building.

Evaluation: The adjacent streets will accommodate the additional traffic volume.

STREETS:

The proposed subdivision is bordered by Honeysuckle Drive and Best Avenue. Best Avenue is developed to current standards; however, Honeysuckle Drive adjoining the subject property is lacking street improvements.

Evaluation: Standard City curb must be constructed along the Honeysuckle Drive frontage prior to the approval of the Zone Change. Design approval by the City Engineer will be required prior to the installation of the new curb.

SITE IMPROVEMENTS:

The subject property is being utilized as a commercial office and does not have an improved parking lot to serve the facility.

Evaluation: The applicant will be required to construct a parking lot to serve the subject property that will meet the criteria of the use for the subject property. The parking area will be required to be paved and have an on-site drainage swale to contain the lot drainage.

This parking area will be required to be constructed prior to the approval of the zone change.

APPLICABLE CODES AND POLICIES:

STREETS:

Street improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction. 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.

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 corridor along Best Avenue and is adjacent to two arterial streets Best and Honeysuckle Avenues.

Evaluation: The Planning Commission must determine what affect the request will have on traffic, neighborhood character and existing land uses.

F. Proposed conditions:

Engineering

1. Standard City curb must be constructed along the Honeysuckle Drive frontage prior to the approval of the Zone Change. Design approval by the City Engineer will be required prior to the installation of the new curb.

2. The applicant will be required to construct a parking lot to serve the subject property that will meet the criteria of the use for the subject property. The parking area will be required to be paved and have an on-site drainage swale to contain the lot drainage. This parking area will be required to be constructed prior to the approval of the zone change.

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.

I would like to re-submit to the Planning
Commission for a zone change to Neighborhood
Commercial. Withdrawing my request for C-17L

Rob McCarthy
1003 E. Best Ave.
CDA JD 83515

Applicant: Rob McCarthy
Location: 1003 E. Best Avenue
Request: Proposed zone change from R-12 (Residential at 12 units/acre) to
NC (Neighborhood Commercial)
QUASI-JUDICIAL (ZC-5-07)

Associate Planner Stamsos presented the staff report, gave the mailing tally as 74 notices sent, 1 in favor, 3 opposed, and 2 neutral and answered questions from the Commission.

Senior Planner Stamsos stated that this is a continued hearing from the last meeting. At the last meeting the applicant was encouraged to apply for a different zone change more fitting to the use and location of the property. Mr. McCarthy was agreeable to the NC zone.

Senior Planner Stamsos enumerated the two conditions requested in the staff report: (1) standard city curb must be constructed along the Honeysuckle Drive frontage prior to the approval of the zone change, and (2) the applicant will be required to construct a parking lot to serve the subject property that will meet the criteria for use of the subject property.

Commissioner Bowlby asked Senior Planner Stamsos to review the possible usages for the new Neighborhood Commercial (NC) zone. Senior Planner Stamsos explained that the zone encompasses enterprises that mainly serve the immediate surrounding residential area. Most customers will reach the business walking or by bicycle, rather than driving. Some uses for the NC zone include retail, professional services, day care, residential above the ground floor, parks, and religious institutions and schools by special permit. Examples of prohibited uses include industrial, warehouses, storage units, sales of boats and other equipment. Senior Planner Stamsos confirmed that the commission should look at the purpose and intent of the business in making their decision.

Commissioner Razor asked if there is a screen requirement for the new NC zone. Senior Planner Stamsos responded that there was a 10 foot planting screen requirement.

Public testimony open.

Rob McCarthy, 1003 E. Best Avenue, commented that he met with John Stamsos and agreed that the Neighborhood Commercial (NC) Zone was appropriate for what he was doing at the subject property.

Commissioner Razor asked if Mr. McCarthy had had any conversations with neighbors. Mr. McCarthy responded that he hasn't spoken to anyone, but that someone down on 4th Street came by and wished him good luck.

Commissioner Bowlby asked how many people would be coming and going. Mr. McCarthy responded that people would be coming and going on Mondays through Fridays at different times. Pay day is on Thursday and on that day there might be 15 to 30 people. Most other days it would probably be 5 people or less.

Commissioner Bowlby asked how the people would be accessing the building. Mr. McCarthy stated that some people will be parking on the side of 10th, and some will park in the drive next to the shop. Some will walk. There will not be a lot of traffic.

Commissioner Messina asked Senior Planner Stamsos about the parking lot requirement and how many parking spaces would be required. If the use of the property changes, does the parking have to fall in place with whatever the new use might be? Senior Planner Stamsos responded that in the new standards, the parking requirement is 3 parking spaces per 1,000 square feet of used space.

If the property was sold and there was a different use, they would most probably have to remodel, which would trigger a building permit and new parking requirements.

John Christofferson, 2109 E. Crestline Drive, stated that he is the owner of the property located at 2600 Honeysuckle, north of the subject property. He is concerned about the fencing and would prefer at least a five foot fence that completely blocks it off. He further indicated that the parking requirement is great for the property but he has seen 5 or 6 cars parked there at a given time and suggested that the parking is not adequate. He would, however, be in favor of the zone change if there was a fence requirement. Mr. Christofferson further stated that the garage and the building attached to it are an eye sore.

Rebuttal:

Mr. McCarthy stated that the garage is dated but he doesn't think it needs to be torn down. He indicated that he would be open to do that, but thinks he can make it work.

Senior Planner Stamsos stated that because the use of the property existed prior to the adoption of the new code, the property can come into it as a non-conforming facility and continue to be used as is. With that in mind, Senior Planner Stamsos stated that the commission might want to put a condition on the approval that the applicant put a buffer fence along the property line.

Commissioner Souza asked if the zone change triggered the requirements because this was triggered by a code enforcement action. Senior Planner explained that the usage existed prior to the adoption of the new zone and would be grandfathered in. Senior Planner Stamsos then remembered and that the applicant came in for a zone change because of a code enforcement action and therefore would not be grandfathered and would have to meet the requirements of the NC zone.

Mr. McCarthy stated that he would be amenable to a requirement to put up a fence. Senior Planner Stamsos stated that the requirement is a minimum 10 foot wide planting strip containing evergreen trees at least 15 feet tall at the time of planting and no more than 25 feet apart. But, he stated that the commission could condition their approval with the requirement for a fence. Senior Planner Stamsos stated that you can add to the requirements, but you can't take away from them.

Commissioner Razor asked if Best Avenue was a collector street. Senior Planner Stamsos stated that it is an arterial.

Public testimony closed.

DISCUSSION:

Commissioner Messina stated that the parking is tied into the use of the space and that the commission might want to note that they should look into the issue at some future time.

Senior Planner Stamsos stated that whenever you get a building permit, they require a plan to be submitted. In this case, the applicant is not getting a building permit. That is why they are requiring that the parking lot be brought up to code before the zone change is approved.

Commissioner Messina asked why the basement of the building wasn't being taken into consideration for parking. Senior Planner Stamsos responded that typically the basement is used for storage.

Motion by Razor, seconded by Messina, to approve Item ZC-5-07. Motion approved.

ROLL CALL:

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

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

A. INTRODUCTION

This matter having come before the Planning Commission on, April 10, 2007, and continued to May 8, 2007 there being present a person requesting approval of ITEM ZC-5-07, a request for a zone change from R-12 (residential at 12 units per gross acre) to NC (Neighborhood Commercial) zoning district.

LOCATION – +/- 9,278 sq. ft. parcel at 1003 East Best Avenue

APPLICANT: Rob McCarthy

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 and commercial – retail sales & service
- B2. That the Comprehensive Plan Map designation is Stable Established
- 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 30, 2007, which fulfills the proper legal requirement.
- B6. That 74 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: 1 in favor, 3 opposed, and 1 neutral.
- B7. That public testimony was heard on May 8, 2007 with testimony given by the applicant, Rob McCarthy describing his request and an adjoining neighbor who asked that the buffer on the north property line include a five foot high fence.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:
- 6A3: "Commercial development should be limited to collector and arterial streets."
The subject property has access to Best Avenue, is an arterial street.
- 51A: "Protect and preserve neighborhoods both old and new."
Approving this request using a zoning district that restricts the allowable uses and conditions that mitigate concerns raised by the neighbors will protect the neighborhood.
- B9. That public facilities and utilities are available and adequate for the proposed use.
This is an existing house and has all of the City utilities available to the property.

- B10. That the physical characteristics of the site do make it suitable for the request at this time because The topography on the property is flat with no adverse physical features.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses because the property is located on Best Avenue, which is an arterial street and the hope that the new Neighborhood Commercial zone with its restricted number of uses will adequately protect the surrounding neighborhood.

C. ORDER: CONCLUSION AND DECISION

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

Special conditions applied are as follows:

Engineering

1. Standard City curb must be constructed along the Honeysuckle Drive frontage prior to the approval of the Zone Change. Design approval by the City Engineer will be required prior to the installation of the new curb.
2. The applicant will be required to construct a parking lot to serve the subject property that will meet the criteria of the use for the subject property. The parking area will be required to be paved and have an on-site drainage swale to contain the lot drainage. This parking area will be required to be constructed prior to the approval of the zone change.

Planning

3. The applicant will be required to construct a five foot solid screen fence along the north boundary of the property.

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

ROLL CALL:

Commissioner Bowby	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 19, 2007, and there being present a person requesting approval of ITEM ZC-5-07, a request for a zone change from R-12 (residential at 12 units per gross acre) to NC (Neighborhood Commercial) zoning district.

LOCATION – +/- 9,278 sq. ft. parcel at 1003 East Best Avenue

APPLICANT: Rob McCarthy

**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 and commercial – retail sales & service.
- B2. That the Comprehensive Plan Map designation is Stable Established
- B3. That the zoning is R-12 (residential at 12 units per gross acre)
- B4. That the notice of public hearing was published on June 2, 2007, and June 12, 2007, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on June 12, 2007, which fulfills the proper legal requirement.
- B6. That 74 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on June 1, 2007, and _____ responses were received: _____ in favor, _____ opposed, and _____ neutral.
- B7. That public testimony was heard on June 19, 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 **ROB MCCARTHY** 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 19, 2007
SUBJECT: ZC-7-07 – ZONE CHANGE FROM R-12 TO NC
LOCATION – +/-11,631 SQ. FT. PARCEL AT 1625 NORTH 5th STREET

DECISION POINT:

Sotiris Atteshis is requesting a zone change from R-12 (residential at 12 units per gross acre) to NC (Neighborhood Commercial) at 1625 North 5th Street.

SITE PHOTOS:

A. Aerial photo



B. Subject property

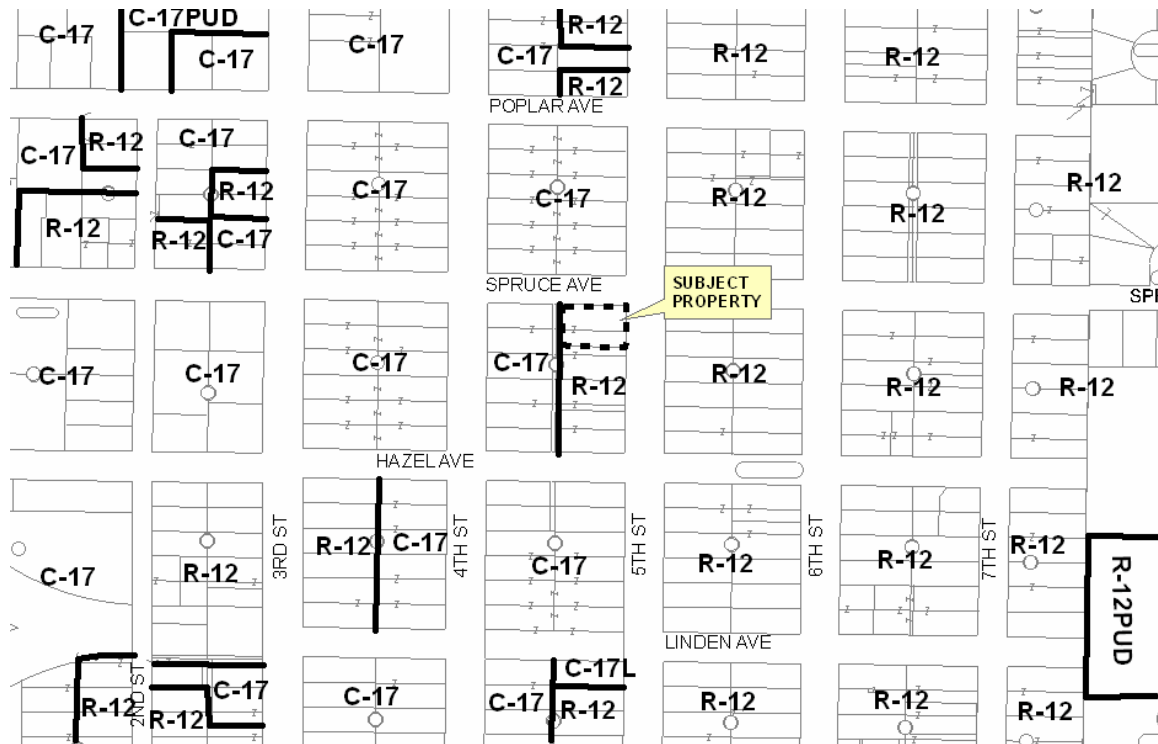


C. Residences to south of subject property

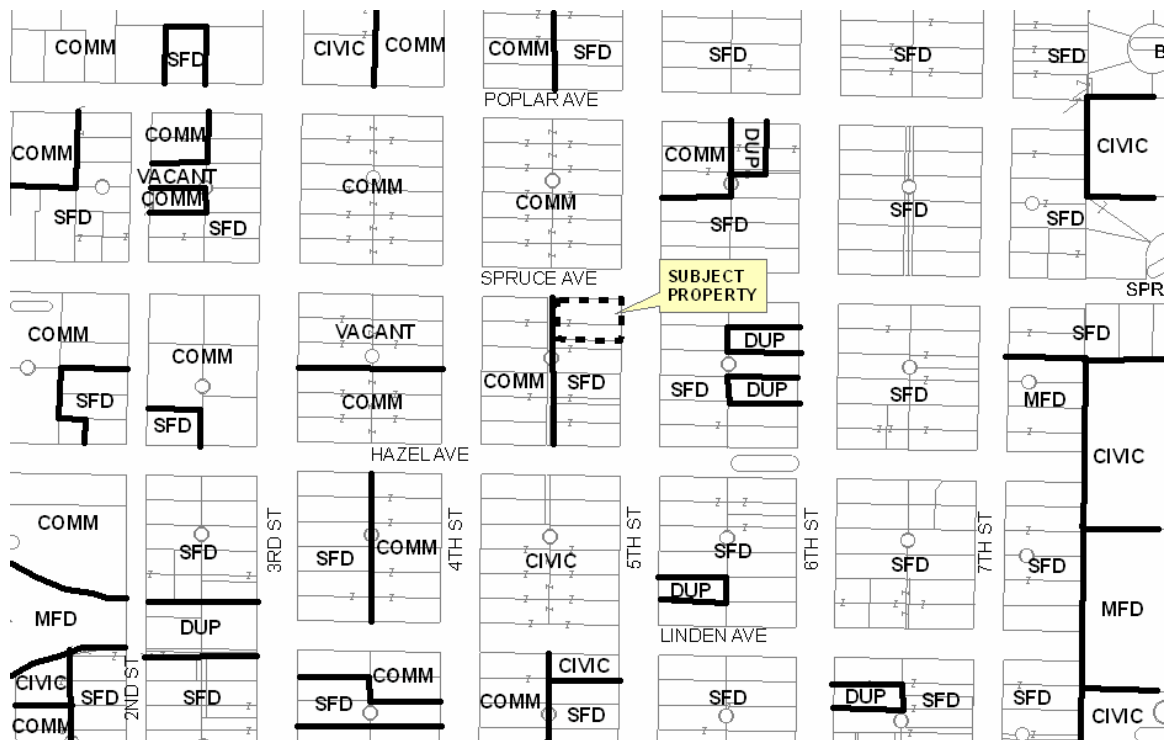


GENERAL INFORMATION:

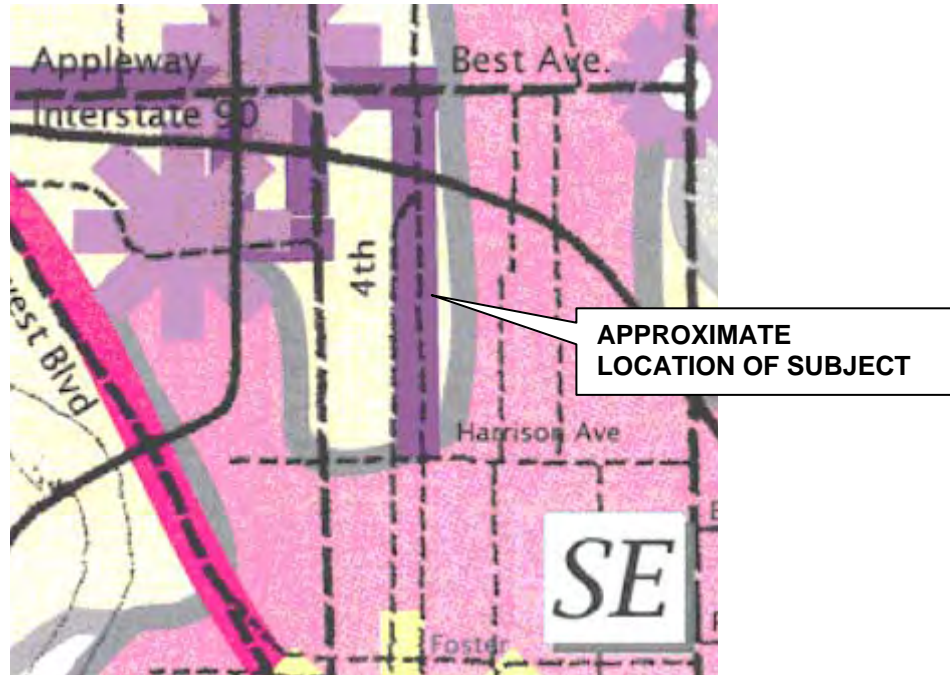
A. Zoning:



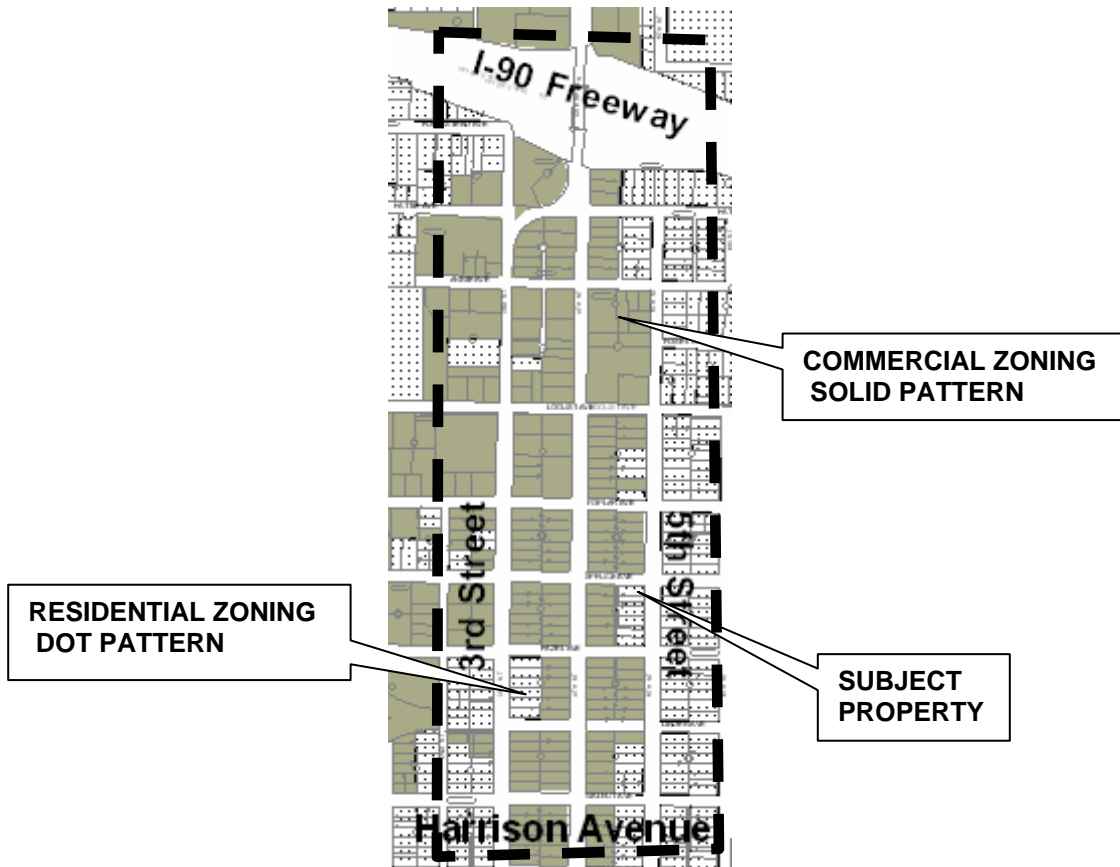
B. Generalized land use pattern:



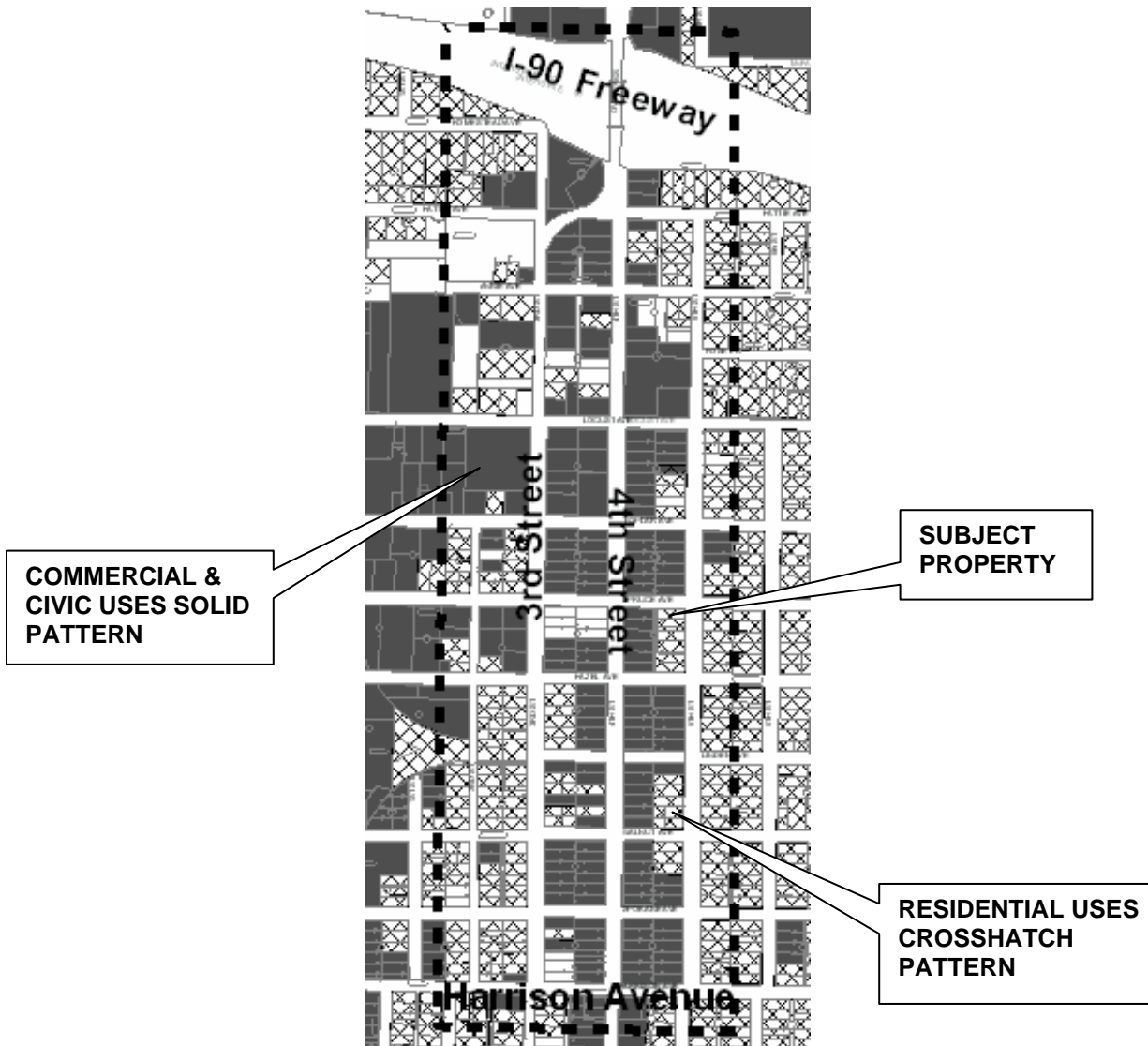
C. 1995 Comprehensive Plan:



D. Zoning pattern - 3rd/4th corridor:



E. Land uses along 3rd/4th Street corridor.



F. Applicant: Sotiris Atteshis
Owner: 1625 North 5th Street
Coeur d'Alene, ID 83814

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

H. The subject property is occupied by a single-family dwelling.

I. Previous actions on surrounding property (See page 1):

1. ZC-16-85 - R-12 & R-17 to C-17.
2. ZC-15-86 - R-12 to C-17.

3. ZC-6-88- R-12 to C-17.
 4. ZC-3-89 - R-12 to C-17.
 5. ZC-1-92 - R-12 to C-17.
 6. ZC-9-04 - R-12 to C-17L.
 7. ZC-1-05 - R-12 to C-17.
 8. ZC-6-07 - R-12 to C-17 - Denied by Planning Commission and appealed to City Council.
 9. ZC-6-07 – R-12 to C-17- Approved by City Council on June 5, 2007
- J. The Planning Commission heard the request on May 8, 2007 and approved it by a 4-0 vote.

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 Neighborhood Commercial District is intended to allow for the location of enterprises that mainly serve the immediate surrounding residential area and that provide a scale and character that are compatible with residential buildings. It is expected that most customers would reach the businesses by walking or bicycling, rather than driving, as follows:

Principal permitted uses:

Retail
 Personal Services
 Commercial and Professional Office
 Medical/Dental
 Day Care
 Residential (above the ground floor)
 Parks

By special use permit:

Religious Institutions
 Schools

Prohibited:

Industrial
 Warehouses
 Outdoor storage or Display of Goods, other than plants
 Mini-storage
 Sales, Repair or Maintenance of Vehicles, Boats, or Equipment
 Gasoline Service Stations
 Detention facilities

Commercial Parking

The maps showing zoning, land use and the commercial corridor (see maps on pages 3 & 4) depict the commercial corridor running along 3rd and 4th streets between the I-90 freeway and Harrison Avenue, as verified by the zoning and land use patterns.

Evaluation: The City Council, based on the information before them, must determine if the NC 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 (See page 4), 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.

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: This one may require a main extension along spruce so that the service does not cross the rest of the lot as it may likely end up a split lot in the future, and the distance from the nearest fire hydrant may be too great

Terry Pickel, Assistant Water Superintendent

SEWER:

Sewer: The applicant's lot has a public sewer connection

Evaluation: The public sewer within the alleyway between 4th Street and 5th Street, south of Spruce Avenue is of adequate size and capacity to support this zone change.

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: Parking lot construction, if necessary for any commercial use of the subject property, will require the design and submission of a stormwater plan for the site. This will be addressed with any building permit submittal for the subject property.

TRAFFIC:

The ITE Trip Generation Manual does not have an estimate for traffic generation based upon the proposed use. This proposed rezoning would, in theory, generate additional traffic over the existing residential use that currently occupies the subject property.

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 subject property is bordered by 5th Street and Spruce Avenue. The current right-of-way widths and adjoining streets meet City standards.

SITE IMPROVEMENTS:

Any building activity on the subject property will require the installation of sidewalk along the Spruce Avenue frontage. This will be an extension of the sidewalk directly to the west of the subject property and will be addressed at the time of any construction on the site.

APPLICABLE CODES AND POLICIES:

STREETS:

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

SUBMITTED BY CHRIS BATES, ENGINEERING 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 on a residential street, at the edge of the transition/ stable established comprehensive plan boundary and at the eastern edge of the 3rd/4th Street commercial corridor. The eastern boundary of this corridor runs along 5th Street with predominately commercial uses and zoning on the west side and residential zoning and single-

family residential uses on the east side

Evaluation: The subject property is on the edge of an established commercial corridor so, the Planning Commission must determine if commercial zoning is appropriate in this location and setting.

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): 0.2670 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 918 sq. ft.
- 3. Total length of streets included: 215 ft., and/or _____ miles.
- 4. Total number of lots included: TWO
- 5. Average lot size included: _____
- 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): NC C-17 R-1 R-3 R-5 R-8 R-12 R-17 MH-8
C-17L C-34 LM M

JUSTIFICATION

Proposed Activity Group; CATERING SERVICES

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.

REQUESTING ZONE CHANGE FROM R12 TO C-17 FOR THE PURPOSE OF A NEWLY BUILT COM-
MISSARY KITCHEN APPROXIMATELY 400 SQUARE FEET. THIS ADDITION WILL BE BUILT
INTO EXISTING GARAGE FOR USE OF CATERING SERVICE. ALL CONSTRUCTION WILL BE UP
TO CODE AND ALL STATE HEALTH CODES WILL BE FOLLOWED.

Applicant: Sotiris Atteshis
Location: 1625 5th Street
Request: A proposed zone change from R-12 (Residential at 12 units/acre) to NC (Neighborhood Commercial) QUASI-JUDICIAL, (ZC-7-07)

Associate Planner Stamsos presented the staff report, gave the mailing tally as 45 notices sent, 0 in favor, 1 opposed, and 3 neutral and answered questions from the Commission.

Commissioner Messina asked if the requested zone change was for one or two lots. Senior Planner Stamsos responded that it is actually not quite two lots. The legal description excludes the south 17 feet of the second lot.

Public testimony open.

Sotiris "Michael" Atteshis, 1625 5th Street, explained that he is planning on putting a commissary kitchen on the subject property, and will be providing catering and take out of Hawaiian food. He will be taking out the garage and putting in a new building. The house and trees will remain. Mr. Atteshis confirmed that the only change in the use of the property will be the food preparation.

Commissioner Razor asked about cars going in and out of the property. Mr. Atteshis stated that they will be mostly delivery and catering.

Sue Stiner, 1623 N. 6th Street, indicated that she did not wish to testify but asked to be marked in favor of the project.

Public testimony closed.

DISCUSSION.

Commissioner Souza commented that this appears to be a good fit for the new zone designation.

Motion by Razor, seconded by Souza, to approve Item ZC-7-07. 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, May 8, 2007, and there being present a person requesting approval of ITEM ZC-7-07, a request for a zone change from R-12 (residential at 12 units per gross acre) to NC (Neighborhood Commercial)

LOCATION: +/-11,631 sq. ft. parcel at 1625 North 5th Street.

APPLICANT: Sotiris Atteshis

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, civic and vacant land.
- B2. That the Comprehensive Plan Map designation is Transition Area
- B3. That the zoning is R-12 (residential at 12 units per gross acre)
- B4. That the notice of public hearing was published on, April 21, 2007 and, May 1, 2007, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, April 30, 2007, which fulfills the proper legal requirement.
- B6. That 45 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on, and 4 responses were received: 0 in favor, 1 opposed, and 3 neutral.
- B7. That public testimony was heard on May 8, 2007 with testimony from the applicant, Sotiris Atteshis.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:
 - 46A: "Provide for the safe and efficient circulation of vehicular traffic."
The proposed use is in the Upper Mid-town area and close to 4th Street.
 - 51A: "Protect and preserve neighborhoods both old and new."
The new Neighborhood Commercial zone will protect the surrounding neighborhood.
 - 51A5: "Residential neighborhood land uses should be protected from intrusion of incompatible land uses and their effects."
This is a transition area and the new Neighborhood Commercial zone should do this by providing a buffer between the more intense commercial uses along 4th Street and the residential neighborhood to the east.

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

There is an existing dwelling on the property that has adequate City utilities.

B10. That the physical characteristics of the site do make it suitable for the request at this time because the property is flat 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 of earlier comments and the minimal traffic that this use would generate.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of SOTIRIS ATTESHIS 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 19, 2007, and there being present a person requesting approval of ITEM ZC-7-07, a request for a zone change from R-12 (residential at 12 units per gross acre) to NC (Neighborhood Commercial)

LOCATION: +/-11,631 sq. ft. parcel at 1625 North 5th Street.

APPLICANT: Sotiris Atteshis

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, civic and vacant land.
- B2. That the Comprehensive Plan Map designation is Transition Area
- B3. That the zoning is R-12 (residential at 12 units per gross acre)
- B4. That the notice of public hearing was published on June 2, 2007, and June 12, 2007, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on June 12, 2007, which fulfills the proper legal requirement.
- B6. That 45 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on _____ and _____ responses were received: _____ in favor, _____ opposed, and _____ neutral.
- B7. That public testimony was heard on June 19, 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 **SOTIRIS ATTESHIS** 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

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

CITY OF COEUR D'ALENE
Treasurer's Report of Cash and Investment Transactions

FUND	BALANCE 4/30/07	RECEIPTS	DISBURSE- MENTS	BALANCE 5/31/07
General-Designated	\$1,166,698	\$26,648	\$11,472	\$1,181,874
General-Undesignated	3,702,520	9,113,419	10,277,503	2,538,436
<u>Special Revenue:</u>				
Library	58,995	19,591	122,835	(44,249)
Cemetery	71,762	19,829	62,304	29,287
Parks Capital Improvements	833,817	7,373	26,040	815,150
Impact Fees	2,570,877	391,098	41,830	2,920,145
Annexation Fees	230,647	947		231,594
Insurance	1,962,437	9,235	2,429	1,969,243
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	679,871	46,570		726,441
LID Guarantee	170,580	1,466		172,046
LID 124 Northshire/Queen Anne/Indian Meadows	60,387	955		61,342
LID 127 Fairway / Howard Francis	64,263	783		65,046
LID 129 Septic Tank Abatement	281,636		48,796	232,840
LID 130 Lakeside / Ramsey / Industrial Park	237,782	6,065		243,847
LID 133 E Sherman/Gravel Sts/Forest Prk Paving	19,485			19,485
LID 137 Govt Way / Kathleen / WWTP Cap Fees	26,352	636		26,988
LID 143 Lunceford / Neider	24,212	13,376		37,588
LID 145 Government Way	68,239	1,215		69,454
LID 146 Northwest Boulevard	172,860			172,860
LID 148 Fruitland Lane Sewer Cap Fees	20,948	367		21,315
<u>Capital Projects:</u>				
Street Projects	1,097,631	60,443	130,670	1,027,404
2006 GO Bond Capital Projects	3,873,771	2,544	678,473	3,197,842
<u>Enterprise:</u>				
Street Lights	(25,662)	38,538	32,179	(19,303)
Water	1,255,746	218,325	560,062	914,009
Water Capitalization Fees	1,498,178	167,481		1,665,659
Wastewater	6,681,214	570,979	454,314	6,797,879
Wastewater-Reserved	1,632,893	30,300		1,663,193
WWTP Capitalization Fees	2,106,654	647,991	3,627	2,751,018
WW Property Mgmt	60,668			60,668
Sanitation	273,242	259,897	227,719	305,420
Public Parking	542,779	12,645	9,021	546,403
Stormwater Mgmt	588,625	158,446	333,072	413,999
Water Debt Service	122	325,400	325,374	148
Wastewater Debt Service	799	3		802
<u>Trust and Agency:</u>				
Kootenai County Solid Waste Billing	169,531	177,631	169,531	177,631
LID Advance Payments	462	715	119	1,058
Police Retirement	1,358,964	21,213	56,622	1,323,555
Cemetery P/C	1,994,760	6,563	20,571	1,980,752
Sales Tax	1,135	1,585	1,135	1,585
Fort Sherman Playground	6,202	86		6,288
Jewett House	18,422	1,879	1,224	19,077
KCATT	3,190	13		3,203
Reforestation	188,482	11,773	9,586	190,669
CdA Arts Commission	(405)	2,608	519	1,684
Public Art Fund	38,088	156		38,244
Public Art Fund - LCDC	121,112	497	2,544	119,065
Public Art Fund - Maintenance	72,686	298	34	72,950
KMPO - Kootenai Metro Planning Org	275,090	29,052	238,560	65,582
BID	79,732	6,118		85,850
Homeless Trust Fund	255	268	255	268
GRAND TOTAL	\$36,338,735	\$12,413,020	\$13,848,420	\$34,903,335

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 EIGHT MONTHS ENDED
 31-May-2007

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 5/31/2007	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$159,272	\$108,617	68%
	Services/Supplies	32,250	18,521	57%
Administration	Personnel Services	432,434	282,473	65%
	Services/Supplies	51,988	31,754	61%
Finance	Personnel Services	559,360	344,626	62%
	Services/Supplies	123,577	97,780	79%
Municipal Services	Personnel Services	628,167	422,827	67%
	Services/Supplies	417,560	275,738	66%
	Capital Outlay		(1,221)	
Human Resources	Personnel Services	179,426	121,526	68%
	Services/Supplies	52,552	21,529	41%
Legal	Personnel Services	996,154	688,825	69%
	Services/Supplies	86,461	67,699	78%
	Capital Outlay			
Planning	Personnel Services	444,304	295,414	66%
	Services/Supplies	77,000	56,523	73%
Building Maintenance	Personnel Services	193,815	103,411	53%
	Services/Supplies	209,000	130,236	62%
	Capital Outlay			
Police	Personnel Services	7,073,406	4,734,519	67%
	Services/Supplies	558,508	320,874	57%
	Capital Outlay	220,994	172,779	78%
Fire	Personnel Services	4,837,284	3,248,177	67%
	Services/Supplies	371,774	249,533	67%
	Capital Outlay			
General Government	Personnel Services	49,649	4,171	8%
	Services/Supplies	126,982	3,189,445	2512%
Byrne Grant (Federal)	Services/Supplies	77,303	38,450	50%
COPS Grant	Services/Supplies	154,241	72,400	47%
K.C.J.A. Drug Task Force	Services/Supplies	24,140	63,834	264%
	Capital Outlay			
US Streets	Personnel Services	1,686,466	1,016,074	60%
	Services/Supplies	483,126	272,341	56%
	Capital Outlay	340,000	103,965	31%
Growth Services	Personnel Services	544,329	236,854	44%
	Services/Supplies	653,500	43,716	7%
	Capital Outlay			

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
EIGHT MONTHS ENDED
31-May-2007

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 5/31/2007	PERCENT EXPENDED
Parks	Personnel Services	981,686	543,368	55%
	Services/Supplies	344,450	167,091	49%
	Capital Outlay	89,000	48,664	55%
Recreation	Personnel Services	530,273	297,813	56%
	Services/Supplies	160,400	107,282	67%
	Capital Outlay	36,500	134,891	370%
Building Inspection	Personnel Services	751,928	479,944	64%
	Services/Supplies	40,650	37,073	91%
Total General Fund		<u>24,779,909</u>	<u>18,649,536</u>	<u>75%</u>
Library	Personnel Services	786,169	503,825	64%
	Services/Supplies	139,205	107,191	77%
	Capital Outlay	51,000	27,497	54%
Cemetery	Personnel Services	155,252	97,429	63%
	Services/Supplies	103,230	61,084	59%
	Capital Outlay	42,000	39,713	95%
Impact Fees	Services/Supplies	2,014,920	686,830	34%
Annexation Fees	Services/Supplies	100,000	100,000	100%
Parks Capital Improvements	Capital Outlay	443,259	102,827	23%
Insurance	Services/Supplies	295,500	201,505	68%
Total Special Revenue		<u>4,130,535</u>	<u>1,927,901</u>	<u>47%</u>
Debt Service Fund		<u>2,537,634</u>	<u>2,059,073</u>	<u>81%</u>
Ramsey Road	Capital Outlay	1,660,200	141,407	9%
Govt Way	Capital Outlay		6,925	
Atlas Signals	Capital Outlay		250,481	
Ped Ramps	Capital Outlay			
Atlas Road	Capital Outlay	200,000	330,131	165%
4th St - Anton to Timber	Capital Outlay		3,230	
Ironwood	Capital Outlay			
15th Street - Best to Dalton	Capital Outlay	823,000	2,932	0%
Seltice Way	Capital Outlay			
Atlas Signals	Capital Outlay	200,000		
Front Street	Capital Outlay			
GO Bond - Refunding & Misc	Capital Outlay			
Library Building	Capital Outlay		2,800,296	
Fire Dept GO Bond Expenditure	Capital Outlay		1,389,568	
Total Capital Projects Funds		<u>2,883,200</u>	<u>4,924,970</u>	<u>171%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
EIGHT MONTHS ENDED
31-May-2007

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 5/31/2007	PERCENT EXPENDED
Street Lights	Services/Supplies	505,592	299,370	59%
Water	Personnel Services	1,174,554	735,423	63%
	Services/Supplies	2,817,514	635,570	23%
	Capital Outlay	2,961,000	2,177,105	74%
	Debt Service	338,000	16,005	5%
Water Capitalization Fees	Services/Supplies	1,160,000		
Wastewater	Personnel Services	1,791,255	1,100,793	61%
	Services/Supplies	3,307,741	905,593	27%
	Capital Outlay	5,388,114	2,585,593	48%
	Debt Service	417,850	70,000	17%
WW Capitalization	Services/Supplies	1,293,611		
Sanitation	Services/Supplies	2,806,353	1,698,916	61%
Public Parking	Services/Supplies	160,132	109,064	68%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	341,865	218,194	64%
	Services/Supplies	506,603	215,905	43%
	Capital Outlay	500,000	130,589	26%
Total Enterprise Funds		<u>25,470,184</u>	<u>10,898,120</u>	<u>43%</u>
Kootenai County Solid Waste			1,182,565	
Police Retirement		242,150	159,097	66%
Cemetery Perpetual Care		101,500	67,449	66%
Jewett House		29,038	11,424	39%
Reforestation		54,000	36,063	67%
CdA Arts Commission		4,600	1,325	29%
Public Art Fund		100,000	30,877	31%
Public Art Fund - LCDC		60,000	5,044	8%
Public Art Fund - Maintenance		1,000	261	26%
Fort Sherman Playground		2,000	138	7%
KMPO		190,400	365,044	192%
Business Improvement District		126,000	60,000	48%
Homeless Trust Fund		5,000	1,943	39%
Total Trust & Agency		<u>915,688</u>	<u>1,921,230</u>	<u>210%</u>
TOTALS:		<u>\$60,717,150</u>	<u>\$40,380,830</u>	<u>67%</u>