

Coeur d'Alene

CITY COUNCIL MEETING

August 7, 2012

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

Councilmen Edinger, Goodlander, McEvers, Kennedy, Gookin, Adams

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM
July 17, 2012**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room July 17, 2012 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Loren Ron Edinger)	Members of Council Present
Woody McEvers)	
Deanna Goodlander)	
Mike Kennedy)	
Steve Adams)	
Dan Gookin)	

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

INVOCATION: The Invocation was led David Warnick, New Life Church.

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

PRESENTATION – CITIZEN RECOGNITION: Fire Chief Kenney Gabriel introduced Firefighter Etherton who presented a Citizen Recognition plaque to 11-year-old Nicholas Jacklin for initiating the call to 911 and reporting a residential fire which resulted in saving the life of the residents. He also honored Ann Brown, Kim Jacklin and Kate Christian who also assisted Nicholas in contacting 911.

PRESENTATION – “MEDAL OF HONOR” RECIPIENT AND RETIREE: Fire Chief Kenny Gabriel presented Firefighter Porter and Captain Halligan with the Medal of Honor that they received from the State of Idaho and announced that the national Firefighter Magazine honored them as top Firefighters of the Year for their rescue efforts of two infants that were trapped in a submerged vehicle in Fernan Lake. Deputy City Administrator Jon Ingalls read a letter from Mayor Bloem that expressed her gratitude for the many years Firefighter Halligan has been a part of our Fire Department, for his service to the community, and congratulated him on his retirement. Mayor Bloem presented Captain Halligan with a silver retirement medallion for all his work with the City.

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

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

1. Approval of minutes for June 28, July 3, 2012.
2. Setting of General Services Committee and the Public Works Committee meetings for July 23, 2012 at 12:00 noon and 4:00 p.m. respectively.

3. RESOLUTION 12-028: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING AN OPERATIONAL MEMORANDUM OF UNDERSTANDING AND 2012-2013 APPARATUS RATES WITH THE IDAHO DEPARTMENT OF LANDS (IDL); AND APPROVING A LOCAL PROFESSIONAL SERVICES AGREEMENT BETWEEN THE IDAHO TRANSPORTATION DEPARTMENT (ITD), CITY, AND J-U-B ENGINEERS, INC. FOR CONSTRUCTION ENGINEERING SERVICES FOR THE GOVERNMENT WAY PROJECT.
4. Authorization to use Asset Forfeiture Funds for the remodel of the ventilation system at the Police Department.
5. Approval of Bills as submitted and on file in the Office of the City Clerk.
6. Approval of cemetery lot repurchase from Eleanor Eastwood
7. Setting of Public Hearing: A-4-12 – Annexation and zoning of property at 1354 Silver Beach Road for August 7, 2012.

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

COUNCIL ANNOUNCEMENTS:

COUNCILMAN GOOKIN : Councilman Gookin announced that he attended the Executive Team meeting last Thursday, attended a dedication at Sunshine Meadows on Friday, participated in Parks Day Celebration on Saturday, met with Chief Gabriel to review their proposed budget, and attended the Art dedication at the Wastewater Treatment Plant.

COUNCILMAN MC EVERS: Councilman McEvers announced the annual fundraiser skate park event will be held a week from this Saturday.

COUNCILMAN KENNEDY: Councilman Kennedy noted that the Sunshine Meadows ceremony was the dedication of a tree in honor of Karen Haskew, the City's Urban Forester. Karen lost her long battle with cancer and passed away on Monday.

COUNCLMAN GOODLANDER: Councilman Goodlander also commented on Karen Haskew's numerous accomplishments as the City's Urban Forester. She announced that today was the dedication of the artwork at the Wastewater Treatment Plant. She also noted that artwork is planned to be installed in the three roundabouts in the Education Corridor and that the utility box artwork is being placed.

MAYOR BLOEM: Mayor Bloem commented that the employee incident reported last week was discovered by another staff person, and while this is a difficult time for staff, staff will continue to do their best for this community, and she believes that the City continues to be in good hands.

APPOINTMENT – LCDC AND PERSONNEL APPEALS BOARD: Motion by Goodlander, seconded by Kennedy to appoint Justin Druffel to the Lake City Development Corporation and re-appoint Sharmon Schmitt to the Personnel Appeals Board. Motion carried with Gookin voting no.

ADMINISTRATOR’S REPORT: City Administrator Wendy Gabriel announced that at the beginning of the month, Fresh Start clients and directors cleaned trash on Sherman Avenue, Front Avenue, Lakeside Avenue, and the two alleys from 15th Street to 23rd Street. In addition, Dr. Abate and Howard Martinson cleaned the Schedler-Mack Insurance parking lot, front, back, and sides. The Fresh Start neighborhood was nice and clean for the 4th of July Parade. Special thanks to Deputy City Administrator Jon Ingalls for helping to set this program up. A public art dedication ceremony was held this afternoon at the Wastewater Treatment Plant. The artwork entitled “Cleaning Crew” by local artist Allen Dodge, consists of seven larger-than-life welded steel statues of microbes used in the purifying process by the Wastewater Treatment Plant. “Harmony” by local artist Dale Young, is a carved basalt column depicting the elements of sky, earth, and water, and the sense of imbalance between humans and our natural environment. Two-hour parking is now being enforced in the upper parking lot at the Coeur d’Alene Public Library and Coeur d’Alene City Hall (the lot accessed from Front Avenue and Eighth Street). This is being done to assure consistent parking availability throughout the day for library users and for people with business at City Hall. Parking beyond the two-hour limit will result in a \$15 citation. You may have noticed some colorful utility boxes popping up around downtown Coeur d’Alene! The Utility Box Beautification project was commissioned by the Coeur d’Alene Arts Commission and was open to artists, graphic designers, photographers, illustrators, and other creative individuals residing within a 100 mile radius of Coeur d’Alene. The utility boxes, which keep lights flashing and communications running, are undiscovered canvases for artists, graphic designers, photographers, illustrators, and other individuals with the imagination to cover them with their artwork. If you get a chance to come downtown, be sure to check them out. Here’s a tip from the Pedestrian & Bicycle Advisory Committee: Cyclists need to remember to signal their intentions when turning or stopping. This is a courtesy to other bikes or vehicles on the road and can help prevent accidents. The Water Department will be starting a water main replacement project on Emma Avenue between Lincoln Way and Government Way. Some traffic detours may be required during construction but we will strive to minimize the impact to the driving public and to adjoining property owners. This summer’s street overlay program is underway. Please pay attention to signage and detours and allow a little extra time to arrive at your destination. The scope of the projects include the overlay of approximately 37 blocks of city streets including: A, B, C, and D Streets from Milwaukee Drive to Virginia Avenue; Milwaukee Drive from Government Way to Idaho Avenue; Browne Avenue from Government Way to Milwaukee Drive, and Virginia Avenues from Government Way to Lincoln Way. An upcoming special activity in the Seagraves Children’s Library – PajamaRama – part of the Summer Reading Programs at the library – will be a special free family night on Tuesday, July 24th, 6:00 p.m. to 7:30 p.m. A Digital Planetarium will be set up in the Community Room at the library, Thursday, July 26th. Space in the portable planetarium is limited so preregistration is required. Visit the Seagraves Children’s Library to preregister. She also announced that City Departments Heads and staff have a budget workshop with the Council on Monday, July 30th and the public is welcome to attend.

RESOLUTION NO. 12-029

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR FINANCING OF IMPROVEMENTS FOR MCEUEN PARK, WITH THE URBAN RENEWAL AGENCY d/b/a LAKE CITY DEVELOPMENT CORPORATION ITS PRINCIPAL PLACE OF BUSINESS AT 105 N 1ST STREET, SUITE 100, COEUR D’ALENE, ID 83814.

MOTION: Motion by Kennedy, seconded by Goodlander to adopt Resolution 12-029.

STAFF REPORT: City Administrator Wendy Gabriel reported that this is a contract where the City and LCDC outlines the sharing of design costs and construction costs and noted that LCDC will approve the costs to assure payments to the project are in line with the allowable usage of these funds. She noted that weekly meetings will be held every Thursday morning until the project is complete. City's funding will be taken from the Parks Capital Improvement Fund at \$400,000 and from the Parking Fund.

Councilman McEvers asked if there is staff assigned to review any changes orders to the construction phase. Mrs. Gabriel responded that she, Gordon Dobler and Doug Eastwood would review any proposed change orders prior to LCDC review. Councilman Goodlander asked about the cost of the design contract. Mrs. Gabriel also said that the contract is not only for the design but also the construction phase of the project.

MOTION TO POSTPONE: Motion by Adams, seconded by Gookin that further action on this agreement for financing of McEuen Park, Coeur d'Alene, Idaho, be postponed until after the Idaho Supreme Court has issued its final judgment in Brannon v. City of Coeur d'Alene, et al, CV-09-10010 and until after the completion of any action directed by that Court's decision.

DISCUSSION: Councilman Adams noted that the 2009 election had been challenged to the Supreme Court and possible results could end with a new election or call for a new trial. This could result in a different make-up of the Council and thus affect the outcome of this project. Councilman Edinger asked if this delay would affect the McEuen Park Project. Administrator Gabriel said the delay would significantly affect the proposed Park Project.

ROLL CALL: Edinger Aye; Adams, Aye; McEvers, No; Goodlander, No; Gookin, No; Kennedy, No. Motion failed.

DISCUSSION: Councilman Gookin asked about the \$11.5 million funding from LCDC and what is the basis for this figure since bids have not been conducted. He is concerned that there is no construction plan for this project to determine the actual cost and he also voiced his concern that the normal funding mechanism is through bonds which is placed for a vote of the public. He also questioned the resolution's reference to Ordinance 3337 which amended the Urban Renewal District to include Sorenson School but noted that there is mention of the McEuen Park Project. He noted that the Walker Macy Master Plan calls for a parking structure on Lakeside Avenue. City Attorney Gridley noted that the current Council is not bound by previous Councils and the previous planning documents for the Walker Macy Plan have been amended to the current plan and the document mentioned by Councilman Gookin does not preclude proceeding with the current plan.

MOTION: Motion by Edinger, seconded by Gookin to delete Section 11- C from the contract which refers to default.

Danielle Quade, attorney for LCDC, explained that clause refers to the situation if the project was determined to be a profit-making venture. Since tax laws provide that only 10% can be used for

profit-making endeavors and if more funds were used for this purpose, then the bonds would be taxable and thus this section protects LCDC from this scenario.

Councilman Edinger asked, if the next election results in a different Council and the new Council stops this project, would the City have to repay LCDC for the funds being spent. Ms. Quade responded it would depend on the portion of the project that had been completed and probably the purpose of the project would be met. City Attorney Gridley noted that if a future Council stops this project, the costs would have to be sorted out to determine who owes what. Councilman Edinger asked if the Council changes and they put the project to the vote of the people and the people say quit the project, can this Council bind future Council to this agreement. Attorney Gridley said that the Council has previously done multi-year contracts; however, if a new Council wants to breach a contract they would be held liable. City Administrator Gabriel noted that the project has a completion date of November, 2013. Councilman Kennedy noted that he opposes removal of certain language in the contract basically because the members of the Council are not attorneys and believes that this is a maneuver by other Council members to stall this project. Councilman Goodlander noted that the clause on breach of contract refers to the contractor and not the City. Councilman Gookin commented that Ms. Quade had noted the breach could be if the funds are used for a for-profit use but if the City stops the contract the City would have to repay LCDC. Ms. Quade responded that Councilman Gookin is comparing separate provisions of the contract.

MOTION TO AMEND - ROLL CALL: Edinger, Aye; Adams, Aye; McEvers, No; Goodlander, No; Gookin, Aye; Kennedy No. Motion failed with the Mayor voting the negative.

RESOLUTION 12-029 ROLL CALL: Edinger, No; Kennedy, Aye; McEvers, Aye; Adams, No; Gookin, No; Goodlander, Aye. Motion carried with the Mayor's tie-breaking vote in the affirmative.

RECESS: The Council called for a recess from 7:19 p.m. until 7:23 p.m.

POINT OF PERSONAL PRIVILEGE: Councilman Gookin clarified that the current contract is for construction documents and that the City has not previously breached contracts and apologized to Councilman Kennedy for not responding to his question regarding his previous comment that the city has breached contracts in the past. Councilman Kennedy noted that Councilman Gookin in addition to tonight's comments that: "the City has previously breached contracts" and "how far is the City going to bend the law" previously made inflammatory comments, such as "kicking the kids to the curb" and he believes Council needs to start working with facts. Mayor Bloem noted that the 7 community values have been used often in this project.

ORDINANCE NO. 3445
COUNCIL BILL NO. 12-1019

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 R12 TO NC, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO

WIT: +/- 0.288 ACRE PARCEL AT 2202 N. GOVERNMENT WAY; 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 McEvers, seconded by Edinger to pass the first reading of Council Bill No. 12-1019

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

Motion by Edinger, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 12-1019 by its having had one reading by title only.

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

PUBLIC HEARING – A-2-12 – ANNEXATION AND ZONING OF PROPERTY ON THE NORTH SIDE OF SELTICE WAY, WEST OF MILL RIVER SENIORS FACILITY:

Mayor Bloem read the rules of order for this public hearing. Tami Stroud, City Planner, gave the staff report.

Mrs. Stroud gave the applicant's name as the City of Coeur d'Alene, the location as a +/- .88 acre parcel known as a triangular parcel abutting the west boundary of the Mill River Seniors Apartments and the reason for the request as an annexation of property with a C-17 zoning.

She went on to give the staff analyses of the Comprehensive Plan regarding land use, neighborhood characteristics, utilities, streets, traffic, and existing land uses. She reported that on June 12, 2012 the Planning Commission voted in favor of the requested annexation and zoning.

She reported that 6 notices were mailed on June 29, 2012 for tonight's public hearing.

Councilman McEvers pointed out that this wedge of property is so the City can connect the City's sewer to city property to the east.

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

MOTION: Motion by Kennedy, seconded by Goodlander to approve the requested annexation and zoning for the .88 acre parcel of property located on north side of Seltice Way abutting the west boundary of the Mill River Senior Apartments and to direct staff to prepare the Findings and Order for tonight's public hearing.

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

EXECUTIVE SESSION: Motion by Goodlander, seconded by McEvers to enter into Executive Session as provided by I.C. 67-2345 § B: To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or

individual agent; and §F: To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel as executive session does not satisfy this requirement.

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

The Council entered into Executive Session at 7:35 p.m. Members present were the Mayor, City Administrator, City Council, City Attorney, City Treasurer and Deputy City Administrator.

Matters discussed were those of personnel matters and possible litigation. No action was taken and the Council returned to its regular session at 8:40 p.m.

ADJOURNMENT: Motion by Goodlander, seconded by Adams to recess this meeting to July 30, 2012 at **8:00 a.m.**** in the Library Community Room for the Council FY 2012-2013 Budget Workshop and then to July 31st at 12:00 noon for a City Council Workshop in the City hall former Council Chambers. Motion carried.

The meeting recess at 8:40 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, CMC
City Clerk

****Due to a lack of quorum available at 8:00 a.m. the Budget Workshop was moved to 9:00 a.m.**

**MINUTES OF A CONTINUED
CITY COUNCIL MEETING
HELD ON JULY 30, 2012**

A continued meeting of the Coeur d'Alene City Council was held on July 30, 2012 in the Library Community Room at 9:00 a.m. there being present upon roll call a quorum.

Sandi Bloem, Mayor

Woody McEvers) Members of Council Present
Deanna Goodlander)
Ron Edinger)
Steve Adams)
Dan Gookin)
Mike Kennedy (arrived at 9:20 a.m.)

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

BUDGET WORKSHOP: Finance Director Troy Tymesen presented an overview of the 2012-2013 budget. Two goals are set for today's workshop which are setting a "high water mark" for the budget, and a review of the city's projected income for FY 2012-2013. Mr. Tymesen briefly reviewed the Financial Plan for the coming year. He reviewed the "Special Revenues" including Library and CDBG funds. He noted that the Enterprise Funds receive no property taxes for their operations. He stated that Fiduciary Funds include a Police Retirement Fund and highlighted the Capital Funds and Debt Service Funds. He reviewed the staffing levels of the City's various departments.

In regard to the General Fund, Mr. Tymesen distributed a spreadsheet highlighting the changes to the General Fund from the previous year which include new growth revenue, and a 3% budget increase from property taxes. He noted the changes to the Interfund Transfers received from the Enterprise Funds noted the reduced the annexation fee fund. Mr. Tymesen believes that the projected building permit revenue is accurate. He reported on the projected revenues received from the State.

In regard to Expenditures, Mr. Tymesen noted that Stormwater utility now only has one staff position. The City's health insurance premium increased by 5.2%, and noted the merit increases and COLA (budgeted at 3%) are also included in this budget. This year the City has realized \$357,000 in savings from employee separation incentives. Also included in this budget is a professional services contract for a Communications Specialist. Capital Expenditures include patrol vehicles. Also this year, \$650,000 is being provided for street overlay. Street Department has taken over the responsibilities of maintaining Stormwater Vehicles and equipment. He noted that there is a net decrease in Capital Expenditures by \$34,426. He noted that the designated funds for McEuen Park Tennis Courts overlay be returned to the General Fund.

Mr. Tymesen reviewed the Financial Plan in the Capital Replacement Schedule. He noted that the schedule includes fiber conduit, overlay funding, cemetery improvement, and a re-roof of the Jewett House. He noted that Stormwater Utility does not cash flow in that if the utility is not replaced, this utility will be in the red by \$300,000. He did note that he believes that the revised ordinance will reinstitute the stormwater utility fee.

In conclusion, Mr. Tymesen forecasts that the General Fund Balance is stable with a Fund Balance of \$5,000,000. He noted that as with all budgets, it is a prediction and Department Heads' best estimate. He announced that there would need to be a fee increase in Water Department to maintain that service. Through staff reorganization and separation incentives, staff is presenting a proposed balance budget. He also noted that Admin. is asking the employee associations not to take the full COLA.

Councilman McEvers noted the downward trend on Cable Franchising. He asked what the difference is between a permit and a license. City Clerk Weathers explained that a permit is generally for a special event or occasion and a license is annually issued. Councilman Gookin noted that he is investigating a possible temporary vending permit for those enterprises that set up in private parking lots.

Councilman Edinger asked about the 3% property tax increase. He also asked about the increase in wastewater fees. Mr. Fredrickson noted that the projected increase would be between 20-25% over the next 3 years which equates to a \$2.50 increase for a single-family home. Councilman Edinger asked about the water rates. Mr. Markley responded that he has just completed their master plan and is starting to look at rates for water service.

Deputy Finance Directory Vonnie Jensen reviewed the transfer funds which includes transfers to Parks Capital Improvement Fund, Street Lighting Fund, Cemetery Perpetual Care Fund, Jewett House, and the LID Guarantee Fund. Councilman Gookin asked why the City is paying for LIDs. Mrs. Jensen responded to the specific pay-offs of LIDs.

Councilman Gookin asked about the parking fines and noted that he has received comments that our fines are too low. He asked if fines are something that could be increased and would like to see the fine tripled. Mr. Tymesen suggested referring this issue to the Parking Commission.

Councilman Adams asked about changes to COLA and merit. Mr. Tymesen responded that he would not recommend adjusting the merit increase; however, he noted that staff is negotiating a lower COLA. He asked about the Dixon case, what would happen to the budget to if we lose the appeal. Mr. Tymesen recommends that if the appeal is lost, the City would seek a judicial validation for bonding this debt service.

RECESS: A recess was called at 9:15 a.m. The workshop reconvened at 9:25 a.m.

Chief Longo explained why the increase in PD budget for staffing which is due to a decrease in grant funding and attrition.

Mr. Tymesen noted that the City completed a single audit due to the amount of grant funding the City received last year.

Councilman Gookin asked where the funds are for McEuen Park project and why is it not in one location. Mr. Tymesen responded that part of the expenses are in place now, and that transferring overlay funding for Front Avenue could artificially inflate the budget, and Parks and Parking Funds are enterprise funds. He noted that they are preparing a spreadsheet for McEuen Park.

Councilman Gookin asked about the Cherry Hill Park funding and Person Field funding. Mr. Eastwood responded on the accounting of those funds.

Councilman Gookin asked about funding to Skyway Elementary for field lights. Mr. Tymesen noted that the amount should be removed from the budget.

Councilman Adams asked why Administration's insurance budget is lower. Mrs. Gabriel responded that two staff positions have been eliminated and in place she will be contracting with a communications professional. She noted that individual would not only do PR but also Facebook and social media for the City.

Councilman Gookin asked why the Mayor/Council budget has \$2,000 for meetings. City Clerk Weathers responded it is for joint meetings such as this workshop and meetings with other entities.

Councilman Edinger asked about the separation incentives and are these positions being replaced. Mr. Ingalls responded that it is on a case-by-case situation. Mr. Tymesen reviewed the staffing level changes by department.

Councilman McEvers asked about reduced cost of utilities in PD. Chief Longo gave credit to Howard Gould for upgrading their HVAC system.

Councilman McEvers asked both Chiefs (PD and Fire) what is shift differential. Chief Gabriel responded that for firefighters that work a grade higher than their position receive a differential. Councilman McEvers asked about overtime. Chief Gabriel explained that overtime is for special events and constant manning is keeping staff at a minimum of 14 firefighters for each shift. Councilman Edinger asked if he had to call people in due to the fire last night. Chief Gabriel responded that he calls firefighters in to cover the rest of the city when there is an extensive fire suppression effort.

Councilman McEvers asked about PD shift differential. Chief Longo responded that is used for police officers that work the evening and night shift. He also explained assignment pay and court pay. In response to Councilman McEvers question, the clothing allowance increase is to outfit the records clerks with uniforms and also that would increase the uniform cleaning budget.

Councilman Gookin asked Chief Longo what the difference is between practice ammunition and on-duty ammunition. Chief Longo responded that there is a difference in quality in the

ammunition. Councilman Gookin asked about shotguns. Chief Longo responded that the budget is for the purchase of new shotguns. Councilman Gookin asked the robot. Chief Longo noted that the proposed purchase of a robot would be to use the robot to enter a building instead of a police officer for officer safety purposes. Councilman Gookin asked about borrowing Spokane's robot vs. having our own. Chief Longo said that it is an item they can continue to borrow. Councilman Gookin asked about \$10,500 for tablets purchase. Chief Longo responded that this purchase is for tablets (I-pad type equipment) for Sergeants. He also noted that the tablets will interface with Spillman and their internal computer system.

Councilman McEvers noted that if the City takes 3% could we not eliminate this increase if we did not give staff COLA.

Councilman Gookin asked about the City Automation Plan. Kirk Johnson, IT Administrator, reviewed the items included in this budget. He also noted that the replacement plan is to have computers no older than 5 years old. Councilman Gookin asked if the Library would charge for computer use. Mrs. Ammon responded that the Board has not wanted to charge for computer use the same as use of books at the library.

Councilman Gookin asked about auto in MS. Susan explained that this covers the 3 IT cars and also the City car maintained in Boise. She noted that they continue to compare this cost to renting a car and it is still more economical to have the City maintain a car in Boise.

Councilman Gookin asked about the Legal annex. City Attorney Gridley responded that due to budget constraints, they are dropping the plan to construct an annex.

Councilman Gookin asked about a mechanic who could prioritize all city vehicles. Tim Martin responded that they do prioritize public safety vehicles. Also, funding prohibits maintaining parts to specialty vehicles (fire engines) and also Fire and Police currently take 2 of the 4 mechanics. Tim noted that they are pushing about 500 vehicles within a limited space. Councilman Gookin asked if chip seal is more economical than asphalt overlay. Gordon responded that chip seal is basically is similar to painting a roadway and in the end it would cost more than overlaying the streets. Tim also noted that chip seal is not as structurally sound as asphalt. Councilman Gookin asked why leaf pickup increased by \$6,000. Tim responded that he did a comparison of previous years and is forecasting the proposed budgeted amount.

Councilman Gookin asked about ADA sidewalk abatement. Jon Ingalls responded that the 3 FTE's are the individuals who do the actual work to replace the sidewalks. Tim Martin noted that the largest cost is for concrete. Councilman Edinger commented that it was decided a few years ago that it saves the city money to have Street crew members do the sidewalks vs. contacting it out.

Councilman Gookin asked if the City has unified copiers. Kirk Johnson responded that we are purchasing same brand of copiers. Councilman Gookin asked about the Library copier. Bette noted that the Library's copier will be replaced next fiscal year.

Councilman Gookin asked about the \$15,000 niche wall fencing. Doug Eastwood responded is actually a cemetery fence continuation to replace chain link fencing around the Cemetery. Councilman Gookin asked about the interest for the perpetual care fund. Mr. Tymesen responded is due to interest earnings being down and bonds being at a historic low. Councilman asked about the increase of transfer from the interest fund for the perpetual care fund to operations fund. Mr. Eastwood responded why the amount is being transferred.

Councilman Edinger asked about money from this budget going to McEuen. He also asked each Department to cut 10% more from their budget. Mr. Tymesen responded where the funding is for McEuen Park. In regard to cutting budgets, he could offer some options.

Councilman Gookin asked about the Jewett House budget. Mr. Anthony responded that the re-roof has been in their capital plan. Mr. Tymesen noted that the reason why the re-roof is not under capital is because is it replacing an old roof on an old house so it is under repair and maintenance. Councilman Gookin asked if more revenue could be raised if the City allowed “booze”. Mr. Anthony responded that the Jewett House Board has previously discussed this.

Councilman Gookin asked about the Mayor’s Arts Awards funds could be reduced if they held it at the Library vs. the Resort. Mr. Anthony noted that \$300 of the awards ceremony budget is for awards and also it is planned as a community event.

Councilman Gookin asked about Water Department metered sales and irrigation only. Mr. Markley responded that “irrigation” is for irrigation accounts including City Park and “meter sales for public authority” is for all government entities. Councilman Gookin asked why there are two pickup trucks budgeted in Water. Mr. Markley responded that these are replacements for vehicles that are greater than 10 years old and have greater than 100,000 miles. Councilman Gookin asked about the landscaping budget for Linden Well. Mr. Markley responded that this is an effort to create low-maintenance landscaping at this site.

Councilman Gookin asked about the Wastewater loan to stormwater. Mrs. Jensen responded that this is not considered a revenue item but is included as a balance sheet item and not revenue because it is reducing expense. Councilman Gookin asked why the levee maintenance was placed in Stormwater. Gordon Dobler responded that the levee certification is still required and thus it was placed in the Wastewater budget.

Councilman Gookin asked about the Homeless donations. Mrs. Jensen responded that the funds go to St. Vincent DePaul, St Pius and Children’s Village.

Councilman Gookin asked about the VEBA Accounts and is it contractual as well as life insurance for employees. Mr. Tymesen responded that this is in the employee contracts.

Doug Eastwood reviewed the staffing of the Parks Department. He noted that he is making some reorganizational changes which results in a reduction of approximately \$45,000.

RECESS: A recess was called for at 12:00 p.m. The meeting reconvened at 12:15 p.m.

Mr. Tymesen presented a proposal for balancing the budget. He suggested that the City eliminate funding from the PD staffing budget since they have not been 100% fully staffed for several years. He commented that we could lean on revenues but does not prefer this approach. He noted that the urbanized COLA is at 1.7% and therefore he is hopeful that the 3% projected COLA would be reduced. He would recommend that in combination with the proposed budget reductions and a 2% property tax, the City would be balanced.

Councilman Goodlander noted that the self-insurance fund is down substantially than in the past and so what would our savings if we contracted with ICRMP. Mr. Tymesen responded that the cost for ICRMP premium is approximately \$650,000 per year.

Mayor Bloem asked about the high-water mark that would be set today, could we add to the budget for revenue changes if grants were to be received. Mr. Tymesen noted that the budget established can be amended during the fiscal year.

In conclusion Mr. Tymesen noted that the city needs revenue to operate and good stewards of public funds can be measured by foregone taxes. Another important factor is having enterprise funds. He explained how he arrived at the new growth figure in the proposed budget.

Councilman Adams asked about pay grade projections. He asked if the top 20% of employees took a pay reduction. Mr. Tymesen explained that to adjust pay grade would disrupt the scale by which positions are paid. Councilman Adams recommended that staff not be given the COLA and reduce employee wages as he believes that good leadership comes through sacrifice. Councilman Adams also noted that pledged he will never approve any property tax increase and he is standing by that pledge.

Councilman Kennedy recommends we take 3% property tax increase. He noted that we have more citizens with fewer employees and a greater demand on the remaining staff.

Councilman Edinger commented that he would support a 2% property tax increase. Mr. Tymesen noted that a big issue for not just the City but the state of Idaho is stormwater utility. Councilman Edinger believes that as the Finance Director believes that together with the 2% property tax that staff would be able to balance the budget. Councilman Goodlander believes that has a community we need to look at the long-term effect of not taking property tax increases today. Councilman Edinger believes that since Council took no increase last year that a 3% increase would be too big of a jump. He believes that by combining the 2% increase and staff reducing their budgets, we can balance the budget. He also noted that the City is also looking at a wastewater rate increase and water rate increase which also affects citizens. Councilman McEvers commented that times have gotten tough and he does not want to lean on taxpayers; however, city staff has sacrificed as well, so if employees are willing to step up he would be willing to compromise at a 2% tax increase. Councilman Kennedy believes that he can go with 2% and believes that difficult and painful decisions have been made and that by prudent leadership you cannot cut or slash your way out of a recession. He believes when you cut staff it adversely affects businesses in the community. He also noted that he won't take a pledge of any sort that locks you in, such as "you will never" do anything, and believes that when you make such a pledge that you do not have an open mind. Councilman Gookin believes that you do

need to look at the possibilities and when you make a pledge to not do something you remove yourself from the discussions and possible options. He also would not cut pay but he would consider a freeze on pay. He noted that by statute the City is bound by a 3% property tax increase and new growth for increasing the budget and foresees a problem if wages/salaries exceed that allowable increase. He would also like to see the VEBA account stop for employees and along with the life insurance since these perks could save more than \$700,000. He also believes that LCDC radically affects the City's budget in that if the City had the increment received by LCDC, the City would get approximately at a \$2,000,000 boost to the City's budget. He also noted that the City has real property assets and believes the city should not be a landlord and thus would like to see the City liquidate some of these assets. He also sees a lot of expenditures in the budget that could be postponed.

Motion by Edinger, seconded by Kennedy to set the proposed budget with a 2% increase in the revenue received by the City from property taxes. ROLL CALL: Kennedy, Aye; Gookin, No; Goodlander, Aye; McEvers, Aye; Adams, No; Edinger, Aye. Motion carried.

Mayor Bloem expressed her appreciation for staff's efforts on trying to balance the budget. Wendy Gabriel and all members present applauded Vonnie Jensen for the tremendous work she has done in these trying times for the Finance Department.

RECESS: Motion by Kennedy, seconded by Goodlander, to recess to July 31, 2012 at 12:00 noon in the City Hall former Council Chambers. Motion carried.

The meeting recessed at 1:10 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

A CONTINUED MEETING
OF THE COEUR D'ALENE CITY COUNCIL
HELD ON JULY 31, 2012 IN THE
CITY HALL FORMER COUNCIL CHAMBERS

The Coeur d'Alene City Council met in a continued session on July 31, 2012 at 12:00 noon in the City Hall former Council Chambers there being present upon roll call a quorum of the Council.

Sandi Bloem, Mayor

Deanna Goodlander) Members of Council Present
Steve Adams)
Dan Gookin)
Ron Edinger)
Woody McEvers)
Mike Kennedy)

STAFF: City Administrator Wendy Gabriel, Parks Director Doug Eastwood, Street Superintendent Tim Martin; City Attorney, Mike Gridley; Finance Director, Troy Tymesen; City Clerk, Susan Weathers; City Clerk Apprentice, Renata McLeod.

WORKSHOP - TRANSFER OF PROPERTY ALONG COEUR D'ALENE LAKE DRIVE FROM ITD: City Administrator Wendy Gabriel explained the proposal from ITD to transfer their property along Coeur d'Alene Lake Drive to the City. She noted that ITD's proposal is an "all or nothing" proposal in which the City would own property outside the City limits. The transfer does not include Higgens Point and its boat launch facility which are owned and managed by Idaho Dept. of Parks and Recreation.

Mrs. Gabriel reviewed the proposed agreement with ITD that transfers the 149 separate parcels from ITD to the City. Part of the agreement is that the City would maintain the roadway, trails, possible future boat launch and parkway. She noted that except for the properties that are owned in title by fee they cannot be sold off by the City. ITD will remit a one-time payment of \$3,000,000 for the maintenance of the roadway. She noted that Hagedone Corporation does own property appurtenant to the subject property which has a PUD development. She also noted that ITD will remove the existing bridge when the time is reasonable and until that time the bridge will be maintained by ITD. She reviewed the issues addressed in the contract such as ITD's equipment at the bottom of Lake Coeur d'Alene and the issue of the Redmond Hill slide area. She noted that Idaho Dept. Parks and Recreation would like to continue to maintain the parkway and thus she recommends that with the transfer of property that the City enter into an MOU with the Idaho Dept. of Park and Recreation. She also noted that the city will be asking ITD to continue the maintenance of the signal at 23rd and Sherman.

She advised the Council that there are a number of permits that have been issued along Lake Coeur d'Alene Drive such as drive-way, utility, or encroachment permits they would now need to be managed by the City.

Mrs. Gabriel noted the reasons why the City should agree to this land acquisition are: the property is within the area of City Impact, the City is the only agency in the area that maintains roads and park facilities which provides the opportunity for public access to the lake and possible future boat launch facility; the trail has been maintained and is in good shape and with the city taking control of that portion of the trail will assure the trail being open year round; the City could control parking and access across the trail; the revenue for highway road miles would increase for the City between \$8,000-\$12,000 per year; the road is currently in good condition and does not need an overlay as they chip-sealed it within the last 5 years.

Tim Martin reviewed the cost for maintaining the 5.3 miles along Coeur d'Alene Lake Drive. He noted that 16 gallons per lane mile is used for painting roadways and thus it would cost approximately \$4,068 in paint that portion of Coeur d'Alene Lake Drive. He noted that including the parking lots, it would cost \$9,386/year for labor and supplies. In regard to plowing he estimated the cost to be approximately \$7,229/year which includes the labor based on \$22.17 in labor for one-lane mile per plow. He reviewed the figures submitted by ITD which represents fully-loaded expenses including depreciation of vehicles, and the sophistication of ITD vehicles, mowing or vegetation maintenance. In conclusion Mr. Martin does not foresee his plowing times increasing. Councilman Edinger asked where Mr. Martin would place Coeur d'Alene Lake Drive in his prioritization of city roads. Mr. Martin responded that it would be at the end of his arterial plowing schedule. Councilman Gookin asked if a traffic study has been conducted. Mr. Dobler responded that it has not. Councilman McEvers asked if school buses access this roadway. Mayor Bloem reiterated that the city's Street Department would have this roadway plowed before ITD would have plowed it. Mr. Martin noted that he currently has a mutual aid agreement with ITD and they share in the plowing of various roadways.

The Council reviewed the map of Coeur d'Alene Lake Drive. Mr. Eastwood described the areas of the roadway that would be transferred to the City. Mrs. Gabriel noted the limits of the city's Area of City impact. He explained the littoral rights of the property owners to access the lake from their property and that ITD is cooperating by allowing them to cross ITD property. He described the area where a potential boat launch could be located which would require a land swap to accomplish the construction of such a launch site. He described the areas that will be retained by ITD. He described the scenario in which the bridge could be removed. He described potential areas for public access to the lakefront. Mr. Eastwood noted that ITD will still maintain the Higgens Point boat launch. Mr. Eastwood noted that the estimated cost for the construction of the boat launch would be \$1.5-2.5 million; however, this would be a joint agreement with the County and so the City's share would be approximately half the cost. Councilman McEvers asked what the impact would be on the proposed hydroplane races. Wendy noted that the ordinance could be amended to exempt this area from the ban on hydroplane races. Councilman Edinger asked what would be the benefit to the City if they took over this property. Mr. Gridley responded that the City could regulate the roadway. In regard to ITD funding, Wendy commented that this year the \$3,000,000 is included in ITD's budget. Doug also noted that the boat launch facility would be a partnership project.

Mrs. Gabriel suggested that if the Council had concerns she would arrange a meeting with ITD.

Councilman Gookin asked if the City can own property outside the City limits. Mr. Gridley responded the City can. Councilman Gookin asked whose rules apply if the property is outside the city. Mr. Gridley responded that it would be the county's rules. Councilman Gookin asked who would give dock permits. Mr. Dobler responded that permits are done through the Idaho Dept. of Lands. Councilman Gookin asked how many lawsuits are currently in existence with the property owners along Coeur d'Alene Lake Drive. Mr. Gridley responded that ITD said that there are no current lawsuits. Councilman Gookin asked what is the City planning to do with the money and he has a concern of representation of the property owners since they are not within the City limits of Coeur d'Alene. He noted that he would not favor annexing those properties into the City.

Councilman Edinger agreed with Councilman Gookin and suggested the City meet with the property owners along Coeur d'Alene Lake Drive to receive their feedback with this proposal. Councilman Edinger believes that this transfer is to move the city's boat launch from 3rd Street to the Silver Beach area. He also believes that if there is something built by Mr. Hagadone it will block the view for the people driving along that portion of Lake Coeur d'Alene Drive.

Councilman Goodlander commented that she believes that there is a need for more boat launches and that this boat launch would be in addition to the 3rd Street launch. She believes that the discussions should center on the issue of whether obtaining this property would be of benefit to the citizens of Coeur d'Alene. She believes that McEuen Field needs to be taken out of the equation and that this issue needs to stand on its own. Councilman Edinger does not agree with Councilman Goodlander.

Councilman Kennedy agrees with Councilman Goodlander that these are separate issues and that the proposal needs to stand on its own as there are no plans to remove the 3rd Street boat launch. He also believes that the quality of services will improve for the homeowners if the City takes over the maintenance of the roadway.

Councilman McEvers responded that the homeowners would still be represented by the County Commissioners so he does not see any issue with representation. Councilman Gookin believes that the homeowners have no representation to the City with any issues they may have with the roadway maintenance since they are not located within the City. Councilman Goodlander noted that she believes the City would maintain superior trails over ITD and with the use of the trail by city residents it is a benefit to the city to take over the property. Councilman Gookin believes that this would be an added obligation to the City and believes that the ITD funds are a \$3,000,000 loan and he has a hard time in dealing with this one-time money. He believes that it is the \$3,000,000 that is motivating this deal and he wants to know what we would do with this money.

Councilman McEvers noted that the Area of City Impact includes this area and in the future the homeowners may want water and sewer services and would want to annex into the City and sees a value in obtaining access to the water for the community. Councilman Gookin noted that he had talked with East Side Highway District who said they did not want this roadway but believes that it would be a better fit for Eastside Highway District vs. the City.

Mayor Bloem commented that she believes that some Council sees a value and some do not. She asked if Council would want staff to meet with the homeowners prior to this issue going to a Council meeting.

Councilman Adams asked if the \$3,000,000 could be placed in an endowment for the maintenance of Cd' A Lake Drive.

Mayor Bloem commented that the Council needs to look at the future of the City and not just today's needs and she sees there are opportunities today to protect access for our community. She asked if Council wanted to bring this to the Council level and have the public comment at that time. Councilman Gookin would like to have Mr. Fredrickson address the sewer service to this area and also placing some of the funds in an endowment for future maintenance.

Councilman Edinger cannot see this area being annexed in the near future and would want staff to meet with the homeowners prior to going to Council. Mayor Bloem believes the Council should meet with the homeowners prior to going to Council. She also stressed that this transfer of property is not to annex the property owners into the City but rather there may come a time when the homeowners would want to annex. Councilman Goodlander sees this issue as obtaining a roadway and a trail system and offering potential public access to waterfront and agreed with Councilman Adams to put aside enough funds from the \$3,000,000 to maintain the roadway.

It was decided that a special call meeting with this as the only agenda item be conducted by the Council in the near future.

ADJOURNMENT: Motion by Gookin, seconded by McEvers to adjourn the meeting. Motion carried. The meeting adjourned at 1:45 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 12-030

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING THE ANNUAL AGREEMENT WITH SCHOOL DISTRICT #271 FOR EMPLOYMENT OF SCHOOL RESOURCE OFFICERS FOR THE 2012-2013 SCHOOL YEAR; APPROVING AN AGREEMENT FOR SHELTER SERVICES WITH KOOTENAI HUMANE SOCIETY, INC.; APPROVING S-6-09.M – FINAL PLAT APPROVAL, ACCEPTANCE OF IMPROVEMENTS AND WARRANTY AGREEMENT FOR MEADOW RANCH, 2ND ADDITION AND APPROVING A MEMORANDUM OF UNDERSTANDING FOR FIRESMART PROJECT MAINTENANCE INSPECTIONS.

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 "A through D" and by reference made a part hereof as summarized as follows:

- A) Approving the annual Agreement with School District #271 for Employment of School Resource Officers for the 2012-2013 school year;
- B) Approving an Agreement for Shelter Services with Kootenai Humane Society, Inc.;
- C) Approving S-6-09.m – Final Plat Approval, Acceptance of Improvements and Warranty Agreement for Meadow Ranch, 2nd Addition;
- D) Approving a Memorandum of Understanding for FireSmart Project Maintenance Inspections;

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 "A through D" 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 7th day of August, 2012.

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 MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

CITY COUNCIL
STAFF REPORT

DATE: July 11, 2012

FROM: Wayne Longo
Chief of Police

SUBJECT: School Resource Officer agreement between the Coeur d'Alene School District #271 and the City of Coeur d'Alene.

Decision Point:

Should the City of Coeur d'Alene enter into a contract to continue the School Resource Officer program with School District #271 for fiscal year 2012-2013.

History:

The City of Coeur d'Alene and School District #271 have maintained the SRO partnership since 1999. Both the Police Department and the School District have deemed the SRO program not only successful, but vital to providing campus safety. The partnership's success can be tangibly measured in the reduction of campus related crimes and case clearance rates.

Financial Analysis:

The school district has agreed to pay \$163,668 of the personnel costs associated with this program as well as all the overtime costs incurred by the School Resource Officers for school events.

Performance Analysis:

The SRO program has specifically impacted campus crime as documented by standard crime reporting data. The SRO program has provided the police department an open communication link with students, educators and citizens that have directly resulted in solving several crimes that might not have been solved.

Quality of Life Analysis:

The SRO program has provided an excellent way for police, students, teachers, and other citizens to interact in a positive proactive manner. The full impact of these programs on the quality of life is sometimes hard to measure. The feedback from all involved truly believes the schools are a safer place. In addition they feel the police and citizens have a more positive relationship.

Decision Point:

Should the City of Coeur d'Alene enter into a contract to continue the School Resource Officer program with School District #271 for fiscal year 2012-2013. The School District is committed to this program and has already agreed to maintain this program for the fiscal school year of 2012-2013.

AGREEMENT BETWEEN THE
COEUR D'ALENE SCHOOL DISTRICT #271

and

THE CITY OF COEUR D'ALENE

for

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS
DISTRICT'S FISCAL YEAR 2012-2013

THIS AGREEMENT is entered into this 7th day of August, 2012, by and between School District #271, Coeur d'Alene, Idaho, hereinafter referred to as DISTRICT, and the City of Coeur d'Alene, having its principal business office located at 710 Mullan, Coeur d'Alene, Idaho, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, safety and security on and around high school, middle school, and elementary school campuses is an essential element for a positive educational environment; and

WHEREAS, the safety and well being of students on high school, middle school, and elementary school campuses is a concern shared by both the CITY and the DISTRICT, and a coordinated effort is deemed the most effective and efficient means to provide for campus security; and

WHEREAS, the presence of uniformed police officers on school campuses, in addition to basic law enforcement services, allows for an array of police services to be provided to both students and staff such as the dissemination of information on the police department, the criminal justice system, gang intervention and prevention, and alcohol and drug abuse prevention.

NOW THEREFORE, the parties to this agreement do mutually agree as follows:

I. RESPONSIBILITIES OF CITY

1. CITY agrees to provide five (5) School Resource Officers in order to provide a uniformed high visibility presence on and around the high school and middle school campuses, located in the City of Coeur d'Alene; and
2. CITY agrees to furnish normal equipment for officers who perform this service, including use of Coeur d'Alene Police Department vehicles; and

3. CITY agrees the officers will facilitate classroom and faculty presentations related to the youth and the law, at elementary schools, Coeur d'Alene High School, Lake City High School, Project CDA, Woodland Middle School, Canfield Middle School and Lakes Middle School, investigate youth related criminal cases, continue work with community agencies and parent/teacher groups, schedule security activities as needed, be the first responder in all law enforcement related matters as they occur during regularly scheduled work hours for the officer; and
4. CITY agrees to have officers attend various sporting events and other extra curricular activities as needed for pro-active enforcement and interaction; and
5. CITY agrees to document and investigate all incidents of crime as per the police department's policies and procedures.

II. RESPONSIBILITIES OF DISTRICT

1. DISTRICT agrees to provide office space, furnishings and supplies for each School Resource Officer; and
2. DISTRICT agrees to furnish any special equipment or material necessary for the performance of this service as such equipment or material shall be identified and agreed to by the parties in writing; and
3. DISTRICT agrees each officer shall be responsible primarily to their Police Department Supervisor and secondarily to the principal of the high school to which they are assigned.
4. DISTRICT agrees to pay all overtime for the School Resource Officers.

III. CONTROL AND JURISDICTION

Prevention, education and training may take place at elementary schools, Coeur d'Alene High School, Lake City High School, Project CDA, Woodland Middle School, Canfield Middle School and Lakes Middle School located in the City of Coeur d'Alene as such activity relates to the DISTRICT.

The School Resource Officers will remain under the employment, direction, and control of the Coeur d'Alene Police Department. The Resource Officers are employees of the City of Coeur d'Alene as employee is defined under Idaho Code 6-902(4). The City of Coeur d'Alene shall remain responsible for the actions of the School Resource Officers, and shall maintain liability insurance, or self insurance as the case may be in order to protect the district from any claims under the Idaho Tort Claims Act, Idaho Code 6-901 et seq., or any other alleged act or

omission of the School Resource Officers including but not limited to alleged Civil Rights violations.

The DISTRICT shall endeavor to provide the CITY with requests for additional officers or for work assignments occurring outside regular high school or middle school hours (that are not usual police duties) prior to the beginning of the school year. DISTRICT will update the CITY at reasonable intervals in order to assist the CITY in scheduling officers. Any requests for services by the CITY outside the scope of this agreement shall be negotiated for compensation prior to the incurrence of such work assignments, the same shall be agreed to in writing.

IV. CONSIDERATION

In consideration of all services hereinbefore described, DISTRICT agrees to pay and CITY agrees to accept in full payment therefore the amount of One Hundred Sixty Three Thousand Six Hundred Sixty Eight Dollars and 00/100 (\$163,668.00) to be paid quarterly.

V. TERM, AMENDMENT, RENEWAL AND TERMINATION OF AGREEMENT

1. The term of this Agreement shall remain in effect for the 2012-2013 public school fiscal year.
2. This Agreement may be amended or renewed in writing by consent of CITY and DISTRICT as permitted by law.
3. This Agreement may be terminated at any time in writing by mutual consent of CITY and DISTRICT.
4. On or before July 1, 2013, both parties shall meet to evaluate the program prior to deciding whether to continue.

VI. IDAHO LAW CONTROLS

It is expressly understood and agreed by CITY and DISTRICT that the laws of the State of Idaho shall govern them and the interpretation of this Agreement shall be initiated exclusively in the Courts of the State of Idaho.

VI. SUCCESSORS-IN-INTEREST AND ASSIGNS

All terms, conditions and provisions hereof shall inure to and shall bind the parties hereto, their respective successors in interest and assigns.

IN WITNESS THEREOF, CITY and DISTRICT have caused the Agreement to be signed in their behalf by duly authorized representative on the 7th day of August, 2012, pursuant to Resolution No. 12-030, authorized the City Mayor to sign same.

CITY OF COEUR D'ALENE

COEUR D'ALENE SCHOOL
DISTRICT #271

By: _____
Sandi Bloem, Mayor

By: _____
Tom Hamilton, Chairperson

Attest:

Attest:

Susan K. Weathers, City Clerk

Lynn Towne, Clerk of the Board

APPROVED as to form and legality this _____ day of _____, 2012.

By: _____
Michael C. Gridley, City Attorney

By: _____
Mark Lyons, Attorney for School District 271

GENERAL SERVICES COMMITTEE STAFF REPORT

DATE: July 17th, 2012
FROM: Lieutenant Bill McLeod
SUBJECT: Agreement for Shelter Services with Kootenai Humane Society

Decision Point

City Council to renew an agreement with the Kootenai Humane Society (KHS) to shelter dogs or other animals impounded by City of Coeur d'Alene Animal Control.

History

In May 2008, the City entered into an agreement with KHS for them to shelter dogs impounded by Animal Control within the city limits of Coeur d'Alene. The shelter for KHS is located in Hayden on Ramsey Road near the Coeur d'Alene Airport.

This contract has previously been renewed since the original agreement and the current contract is set to expire on August 31st, 2012.

Financial Impact

KHS only charges the City \$85.00 per dog that is not reclaimed by an owner after 5 days of sheltering. The impound versus reclaim rates vary from month to month and the average monthly reclaim rate appears to be between 40% and 50%. Additional fees include a \$20.00 per day charge if the City requires the animal to be held longer than 5 days; \$25.00 for each animal brought to KHS for euthanasia and disposal; and \$15.00 for any deceased animal brought to KHS for disposal; up to \$100 in veterinary care for diseased or injured animals.

Additionally, for this contract renewal, KHS and the Police Department have agreed upon an additional fee of \$40.00 per cat, pet rabbit or pet rodent that is sheltered at KHS and not claimed by an owner after 5 days. This type of impound occurs very infrequently, but at times may be unavoidable.

KHS may issue dog license tags to City residents for impounded dogs that are current on rabies vaccination; will provide rabies vaccinations if KHS Veterinarian is on site and available; or will provide a "Reclaim Form Without Proof of Current Rabies Vaccination" to dog owner which will allow owner to reclaim dog and allow Animal Control to follow-up with owner to ensure dog has been vaccinated.

Decision Point/Recommendation

Request City Council approve this agreement with the Kootenai Humane Society for the sheltering of animals impounded by City of Coeur d'Alene Animal Control.

AGREEMENT FOR SHELTER SERVICES

This Agreement is made and entered into this **7th day of August, 2012**, by and between the **KOOTENAI HUMANE SOCIETY, INC.** hereinafter referred to as “KHS”, P.O. Box 1005, Hayden, Idaho 83835, an Idaho non-profit corporation, and the **CITY OF COEUR D’ALENE**, a municipal corporation, hereinafter referred to as the “CITY”.

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. TERM: The term of this agreement shall be one (1) year, commencing September 1, 2012 and expiring at midnight, August 31, 2013. This Agreement will automatically renew for a second one (1) year term until midnight August 31, 2014, unless either party gives the other party written notice that they want to end this agreement at the end of the initial term. The notice required by this section must be provided at least (30) days prior to the end of the first term.

2. CONSIDERATION: As consideration for the services to be provided by KHS pursuant to this agreement, CITY agrees to pay to KHS

- a. A fee of \$85.00 per dog not claimed by the dog’s owner within 5 days held at the shelter on CITY’S behalf for services pursuant to this Agreement unless otherwise specified herein.
- b. A fee of \$85.00 per dog plus \$20.00 per day after five (5) working days for dogs held at the request of the CITY for the purpose of quarantine or for evidentiary purposes. For purposes of this agreement, “working day” shall mean a day when KHS is open to the public.

- c. A fee of \$40.00 per cat, pet rabbit, or pet rodent (i.e. Ferret) not claimed by the owner within 5 days held at the shelter on CITY's behalf for services pursuant to this Agreement unless otherwise specified herein.
- d. A fee of \$25.00 for each dog or cat brought to KHS by the CITY for euthanasia and disposal.
- e. A fee of \$15.00 for each dead animal brought to KHS by the CITY for disposal.

KHS shall submit a monthly statement by the 10th day of each month with an accounting of all fees accrued on behalf of the CITY, and all amounts owed to KHS by the CITY for the dogs held at the shelter for the previous month. CITY agrees to pay KHS the amount owed to KHS by the 1st Monday following submittal of the accounting from KHS.

3. SERVICES:

A. KHS agrees to issue dog license tags to CITY residents on behalf of the CITY during the hours the Shelter is open for CITY business for impounded unlicensed dogs that are current on their rabies vaccination. KHS shall process license applications as directed by the CITY and shall be compensated the license fee for each properly completed application. KHS will send out renewal letters for renewing CITY licenses on a monthly basis.

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

1. Hours of Operation. The Shelter shall be open to the public for CITY business seven days per week, at a minimum from Noon to 6:00 p.m. week days and weekends, except for recognized CITY holidays when the Shelter may be closed.
2. Shelter Conditions. The shelter shall be maintained in a humane manner and shall be kept in a sanitary condition at all times. All services provided by KHS shall be provided in accordance with local laws and the laws of the State of Idaho. The KHS shall use humane methods in the care, euthanasia and disposition of any animal coming under its jurisdiction.
3. Animal Confinement – Impound Time Requirements. The following minimum holding periods are established. For all impoundment periods, the day after impoundment is considered the first day of impoundment.
 - a. Lost or Stray Dogs - KHS shall hold an impounded lost or stray dog for not less than five (5) working days, or KHS or CITY has other reason to believe that an owner exists, or that the owner or custodian may claim it prior to other disposition.

- b. Quarantined or evidence dogs. KHS shall hold dogs impounded at the request of the CITY for the purpose of quarantine or evidence until such time as the CITY advises KHS in writing that the dog is no longer quarantined or needed for evidentiary purposes.
- c. CITY may increase any minimum holding period by providing verbal/ written notice to KHS. Any request by CITY to increase holding periods will result in fees described in SECTION 2 of this Agreement.
- d. Upon expiration of minimum holding periods, all dogs shall become the property of KHS.
- e. At the completion of hold periods no further charges or fees shall accrue to CITY.

4. Disposition of Animals

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

5. Animal Retrieval

- a. Prior to KHS delivering an impounded dog to anyone claiming a CITY impounded dog during the minimum holding period, KHS shall collect from that person any relevant fees established by city ordinance. Such fees shall

accrue to KHS. CITY will provide KHS with a current copy of its fee schedule setting forth relevant dog impound fees.

- b. Prior to KHS delivering an impounded dog to anyone claiming a CITY impounded dog during the minimum holding period, KHS will notify the owner of the CITY's citation issued. Such fees shall accrue to CITY.
 - c. Prior to releasing any dog impounded by the CITY to its owner, KHS shall determine whether or not the dog is current on its rabies vaccination and requires a CITY dog license. If the dog is not current on its rabies vaccination, but the KHS Veterinarian is on site, KHS will vaccinate the dog, and issue a current City license if one is required. If the dog is not current on its rabies vaccination, and the KHS Veterinarian is not on site, KHS shall release the dog to its owner, along with a "Reclaim Form Without Proof of Current Rabies Vaccination" form, which advises the dog owner they have 3 business days to vaccinate their dog and purchase a City dog license, if one is required. It shall be the responsibility of the CITY to follow up with the dog owner and ensure the dog was vaccinated and is currently licensed.
 - d. When releasing other dogs impounded by CITY, KHS shall make every effort to ensure that the person(s) claiming ownership is in fact the owner verified through a vaccination record signed by a veterinarian or similar identification.
6. Veterinary Services CITY impounded dogs which are diseased or injured shall receive veterinary care by KHS not to exceed actual costs of \$100.00. CITY will be responsible for the costs of these services. A disease or injury is a condition causing great threat or harm to the dog or other dogs, or causing unnecessary suffering or pain. Dogs exhibiting disease or injury should first be provided appropriate medical treatment, or in extreme cases, considered for other disposition only after notification to and concurrence with CITY.

4. RECORD KEEPING:

A. KHS shall maintain an accounting of all dogs received from CITY, services rendered and fees collected. Invoices shall be issued by KHS for all fees received on behalf of the CITY. The accounting shall include the intake and disposition of all dogs received on behalf of the CITY, and licenses issued or renewed. Said accounting shall be delivered monthly to CITY's designee.

B. CITY reserves the right to review all records and conduct an audit of KHS's records relating to CITY impounded dogs and services rendered on behalf of CITY by KHS.

5. TERMINATION:

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

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

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

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

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

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

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

CITY OF COEUR D' ALENE

KOOTENAI HUMANE SOCIETY INC.

Sandi Bloem, Mayor

By _____
Its _____
Date: _____

ATTEST:

ATTEST:

City Clerk

By _____
Its _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 7th day of August, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of August, before me, a Notary Public, personally appeared _____, known to me to be the President, of **Kootenai Humane Society**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

**CITY COUNCIL
STAFF REPORT**

DATE: August 7, 2012
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Meadow Ranch 2nd Addition: Final Plat, Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document.
2. City Council acceptance of the installed public improvements for the Meadow Ranch 2nd Addition subdivision.
3. City Council approval of the maintenance/warranty agreement and security.

HISTORY

- a. Applicant: Dennis Cunningham
Meadow Ranch Development Corporation
424 E. Sherman Avenue
Suite 205
Coeur d'Alene, ID 83814
- b. Location: West side of Howard Street between Countryside Lane and Knoll Lane.
- c. Previous Action:
 1. Final plat approval of the Meadow Ranch subdivision, February 2008.
 2. Final plat approval of the Meadow Ranch 1st Addition, October 2011.

FINANCIAL ANALYSIS

The developer is providing warranty security amounting to \$5,740.00 to insure the maintenance of the installed public infrastructure improvements during the one (1) year warranty period.

PERFORMANCE ANALYSIS

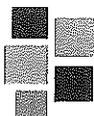
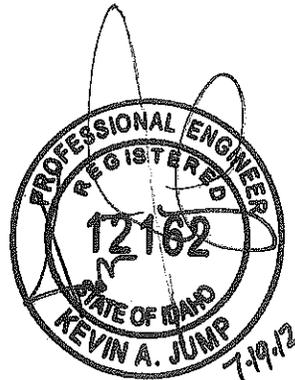
The developer has installed all of the required public improvements for the current twenty (20) lot residential phase of the Meadow Ranch development, and, the appropriate City departments have approved the installations and have found them ready to accept them for maintenance. Acceptance of the installed improvements will allow issuance of all building permits for the phase, and, issuance of Certificates of Occupancy (CO's) for structures that may have been previously started. The City maintenance will be required to start after the one (1) year warranty period expires on August 7, 2013.

DECISION POINT RECOMMENDATION

1. Approve the final plat document.
2. Accept the installed public improvements.
3. Approve the Maintenance/Warranty Agreement and accompanying security.

**Meadow Ranch - 2nd Addition
Subdivision Improvements**

Roads, Sidewalks, Potable Water and Sanitary Sewer Improvements					7.19.2012
Description	Quantity	Unit	Unit Price	Extended Cost	
Roads & Sidewalks					
AC Pavement - Class III, 2"	205	Tons	\$ 65.00	\$	13,325.00
Crushed Stone Subbase, 3/4(-)	720	Tons	\$ 17.00	\$	12,240.00
Roll Curb, 2-ft	1150	LF	\$ 18.00	\$	20,700.00
Sidewalk, Concrete	195	SY	\$ 30.00	\$	5,850.00
Pedestrian Ramp	2	EA	\$ 650.00	\$	1,300.00
Sanitary Sewer Extensions					
8" Dia. PVC SDR-35, 6'-10' Deep	620	LF	\$ 27.00	\$	16,740.00
4" Tee Service Connection	20	EA	\$ 125.00	\$	2,500.00
Lateral, 4" Dia. PVC SDR-35, 0-6'	400	LF	\$ 3.00	\$	1,200.00
Sanitary Sewer Manhole, 48" Dia.	4	EA	\$ 1,600.00	\$	6,400.00
Potable Water Extensions					
8" Dia. PVC C-900	640	LF	\$ 35.00	\$	22,400.00
1" Service	400	LF	\$ 7.00	\$	2,800.00
Hydrant Assembly	3	EA	\$ 1,800.00	\$	5,400.00
Estimated Total, Construction =					\$ 110,855.00



ASCENT ENGINEERING
 2833 W. BOLIVAR AVE.
 COEUR D'ALENE, ID 83815
 P 208.640.0346
 E kevinjump@yahoo.com
 www.ascent-engineer.com

MEADOW RANCH 2ND ADDITION

A PLANNED UNIT DEVELOPMENT
A REPLAT OF TRACT B MEADOW RANCH 1ST ADDITION
NW 1/4 SEC 2, T 50N, R 4W, BM

CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
INST # _____

OWNER'S CERTIFICATE AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT MEADOW RANCH DEVELOPMENT CORPORATION, AN IDAHO CORPORATION, HEREBY CERTIFIES THAT IT IS THE OWNER OF THE LAND DESCRIBED AS TRACT 'B' OF THE PLAT OF MEADOW RANCH 1ST ADDITION AS ON RECORD WITH KOOTENAI COUNTY IN BOOK 'K' OF PLATS AT PAGES 346 THROUGH 348A, LOCATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 50 NORTH, RANGE 4 WEST OF THE BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO;

SAID TRACT IS GENERALLY DESCRIBED AS:
COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER;
THENCE SOUTH 0° 10' 16" EAST ALONG THE EASTERLY BOUNDARY OF SAID NORTHWEST QUARTER 1374.70 FEET TO THE NORTHEAST CORNER OF SAID TRACT 'B'; SAID CORNER BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 0° 10' 16" EAST ALONG SAID EASTERLY LINE OF THE NORTHWEST QUARTER 390.01 FEET TO THE SOUTHEAST CORNER OF THE BOUNDARY OF SAID TRACT;
THENCE NORTH 88° 39' 05" WEST 446.32 FEET TO AN ANGLE POINT ON SAID BOUNDARY;
THENCE SOUTH 39° 05' 00" WEST 55.93 FEET TO AN ANGLE POINT ON SAID BOUNDARY;
THENCE SOUTH 1° 21' 21" WEST 45.76 FEET TO AN ANGLE POINT ON SAID BOUNDARY;
THENCE NORTH 88° 38' 39" WEST 54.37 FEET TO THE SOUTHWEST CORNER OF SAID BOUNDARY;
THENCE NORTH 39° 05' 00" EAST 242.91 FEET TO AN ANGLE POINT ON SAID BOUNDARY;
THENCE NORTH 54° 43' 32" EAST 25.96 FEET TO AN ANGLE POINT ON SAID BOUNDARY;
TO THE LEFT, THE RADIUS POINT OF WHICH BEARS NORTH 35° 20' 55" WEST 176.65 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE 96.00 FEET (CHORD BEARS NORTH 39° 05' 00" EAST 94.82 FEET) TO AN ANGLE POINT ON SAID BOUNDARY;
THENCE NORTH 39° 05' 00" EAST 25.00 FEET TO AN ANGLE POINT ON SAID BOUNDARY;
THENCE NORTH 23° 28' 28" EAST 25.96 FEET TO AN ANGLE POINT ON SAID BOUNDARY;
BOUNDARY AND A POINT ON A NON-TANGENT CURVE TO THE NORTHWEST CORNER OF SAID WHICH BEARS NORTH 35° 07' 34" EAST 175.00 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE AND SAID BOUNDARY 107.79 FEET (CHORD BEARS SOUTH 72° 31' 09" EAST 106.09 FEET);
THENCE NORTH 88° 50' 09" EAST 29.16 FEET TO THE SAID TRUE POINT OF BEGINNING;

TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD OR IN VIEW.
DOMESTIC WATER TO BE PROVIDED BY THE CITY OF COEUR D'ALENE.
SEWAGE DISPOSAL TO BE PROVIDED BY THE CITY OF COEUR D'ALENE.
WE HAVE CAUSED SAID LAND TO BE LAID OUT AND EMBRACED WITHIN THE PLAT TO BE KNOWN AS 'MEADOW RANCH 2ND ADDITION'.

TRACT 'A' IS DESIGNATED AS A COMMON AREA FOR THE PURPOSE OF RIGHT-OF-WAY FOR WATERLOO LANE AND AUTUMN GATEWAY TO BE OWNED BY THE MASTER ASSOCIATION AND USED AND MAINTAINED IN ACCORDANCE WITH THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MEADOW RANCH PLANNED UNIT DEVELOPMENT.

THE OWNERS HEREBY GRANT TO THE CITY OF COEUR D'ALENE, AN EASEMENT OVER ALL OF TRACT 'A' TOGETHER WITH RIGHTS OF INGRESS AND EGRESS FOR THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT, IMPROVEMENT, OPERATION AND CONSTRUCTION OF ANY STRUCTURE, FENCE OR EASEMENT OR CONSTRUCTED OTHER THAN SIDEWALKS AND STREETS, NOR SHALL ANY TREES OR PLANTS OR ANY OTHER VEGETATION OR FLORA BE PLANTED, EXCEPT GRASS, WITHIN SAID EASEMENT, NOR SHALL THE EXISTING GROUND ELEVATIONS BE INCREASED OR DECREASED WITHOUT EXPRESS WRITTEN APPROVAL BY THE CITY OF COEUR D'ALENE.

THE OWNERS HEREBY GRANT TO THE CITY OF COEUR D'ALENE AN EASEMENT OVER ALL OF TRACT 'A' AS SHOWN HEREON, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS, FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF WATERLINES AND WATER APPURTENANCES.

THE OWNERS HEREBY GRANT TO THE FRANCHISE UTILITIES AND THE CITY OF COEUR D'ALENE NEW UTILITY EASEMENTS AS SHOWN HEREON FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF PUBLIC AND FRANCHISED UTILITIES.

TRACT 'B' AND 'C' ARE COMMON AREAS TO BE OWNED BY THE MASTER ASSOCIATION AND USED AND MAINTAINED IN ACCORDANCE WITH THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MEADOW RANCH PLANNED UNIT DEVELOPMENT.

NEW IRRIGATION, MAINTENANCE AND DRAINAGE EASEMENTS SHOWN HEREON ARE HEREBY GRANTED TO THE MASTER ASSOCIATION.

CITY COUNCIL APPROVAL:

I HEREBY CERTIFY THAT THIS PLAT MEETS THE REQUIREMENTS OF THE CITY OF COEUR D'ALENE SUBDIVISION ORDINANCE AND THE CONDITIONS IMPOSED BY THIS COUNCIL, AND IS HEREBY ACCEPTED AND APPROVED FOR RECORDING ON THE _____ DAY OF _____ 2012.

MAYOR, CITY OF COEUR D'ALENE

ATTEST: CITY CLERK

ENGINEER, CITY OF COEUR D'ALENE

COUNTY SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS THEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE SURVEYING CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET. SIGNED THIS _____ DAY OF _____ 2012.

KOOTENAI COUNTY SURVEYOR



HEALTH DISTRICT APPROVAL:

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (GPE) REPRESENTING THE CITY OF COEUR D'ALENE AND THE OLPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. WATER AND SEWER EXTENSIONS HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS ARE REMOVED IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

_____ DAY OF _____ 2012.

PANHANDLE HEALTH DISTRICT 1

COUNTY TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED WITHIN THE OWNER'S CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH _____ DAY OF _____ 2012.

KOOTENAI COUNTY TREASURER

COUNTY RECORDER'S CERTIFICATE:

STATE OF IDAHO,
COUNTY OF KOOTENAI;

THIS MAP WAS RECORDED IN THE OFFICE OF THE KOOTENAI COUNTY RECORDER AT THE REQUEST OF MEADOW RANCH DEVELOPMENT CORPORATION ON THIS _____ DAY OF _____ 2012, AT _____ O'CLOCK _____ AS INSTRUMENT _____ NUMBER _____ AND DULY RECORDED IN BOOK _____ PAGE(S) _____ OF PLATS.

KOOTENAI COUNTY RECORDER

FEE _____

BY _____

ACKNOWLEDGMENT:

STATE OF _____
COUNTY OF _____
ON THIS _____ DAY OF _____ 2012, BEFORE ME, A NOTARY PUBLIC IN AND IDENTIFIED TO ME TO BE THE _____ OF THE CORPORATION THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

NOTARY PUBLIC

RESIDING AT _____

COMMISSION EXPIRES _____

SURVEYOR'S CERTIFICATE:

I, ROBERT L. STRATTON, PROFESSIONAL LAND SURVEYOR #10677 OF THE STATE OF IDAHO, HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT SURVEY OF THE PLAT OF MEADOW RANCH 2ND ADDITION MADE UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO. SIGNED THIS _____ DAY OF _____ 2012.

ROBERT L. STRATTON, PLS # 10677

SURVEY FOR:

ASCENT ENGINEERING
2833 W. Boise Avenue
COEUR D'ALENE, IDAHO 83815
P 208.646.0346
www.ascent-engineer.com



STRATTON LAND SERVICES, INC.
8006 W. MAIN ST., UNIT 1
HAVERLY, IDAHO 83426
PHONE (208) 887-2585
FAX (208) 887-2582
WWW.STRATTONLAND.COM

11027-16.DWG

DATE: 7/26/12

SHT. 3 OF 3

DRAWN BY: RLS

PROJ. # 11027

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this ____ day of August, 2012 between Meadow Ranch Development Corporation, whose address is 424 E. Sherman Avenue, Suite 205, Coeur d'Alene, ID, 83814, with Dennis Cunningham, President, hereinafter referred to as the "Developer," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "City";

WHEREAS, the City has approved the final subdivision plat of Meadow Ranch 2nd Addition, a twenty (20) lot residential development, in Coeur d'Alene, situated in the Northwest ¼ of Section 2, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho; and

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

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the record drawings entitled "Subdivision Improvement Plans Meadow Ranch – Phase 2", signed and stamped by Kevin A. Jump, PE, # 12162, dated July 6, 2012, including but not limited to: sanitary sewer main, sanitary sewer manholes and appurtenances, domestic water main, water services, and fire hydrant assembly as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Five Thousand Seven Hundred Forty and 00/100 Dollars (\$5,740.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 7th day of August 2013. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

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

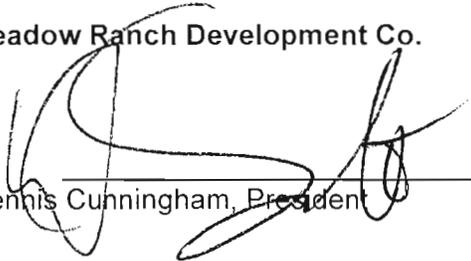
City of Coeur d'Alene

Sandi Bloem, Mayor

ATTEST

Susan Weathers, City Clerk

Meadow Ranch Development Co.



Dennis Cunningham, President

GENERAL SERVICES COMMITTEE

Date: June 25, 2012

From: Kenneth G. Gabriel, Fire Chief

Re: Fire Smart Maintenance MOU with Kootenai County

DECISION POINT: Should Mayor and Council approve an MOU with Kootenai County for maintenance of homes who have participated in the FireSmart program.

HISTORY: The purpose of this MOU is to establish a general framework for cooperation between the County and the City of Coeur d'Alene in implementing the National Fire Plan, State Fire Assistance, and Hazardous Fuels Treatment grant activities in Kootenai County under the County's Wildland Urban Interface (WUI) Fire Mitigation Program, also known as FireSmart. Specifically, this MOU describes the support and cooperation that will be provided by both parties to advance mutual objectives through the inspection of FireSmart Hazardous Fuels treatment activities, and through the dissemination of information to property owners regarding proper maintenance of worked performed through the FireSmart program.

FINANCIAL ANALYSIS: We will have no hard cost to us. It could provide a positive financial outcome due to the fact that we will be compliant with terms of the original grant which will allow us to apply for more funds as they become available.

QUALITY OF LIFE ANALYSIS: This is a vital link in the chain to prevent catastrophic wildland fires. Our City has grown into the WUI areas and 49 homes have taken advantage of the mitigation funds to help protect their homes. With the City looking to adopt an open space plan we feel hazard mitigation is a vital component to the goals of the open space plan. The Fire Department will be asked to inspect the properties and provide educational materials to the homeowners, we will not be doing any of the actual fuel mitigation.

DECISION POINT/RECOMMENDATION: For Mayor and Council to approve the MOU with Kootenai County for maintenance of homes who have participated in the FireSmart program.

MEMORANDUM OF UNDERSTANDING
FireSmart™ Project Maintenance Inspections

This Memorandum of Understanding (MOU) is made between Kootenai County, a political subdivision of the State of Idaho, P.O. Box 9000, Coeur d'Alene, ID 83816-9000, ("the County"), certain fire protection districts, organized under the laws of the State of Idaho, which have executed this MOU via their signature below, and the City of Coeur d'Alene, a municipal corporation of the State of Idaho (collectively referred to as "the Fire Agencies").

I. Purpose

The purpose of this MOU is to establish a general framework for cooperation between the County and the Fire Agencies in implementing federal National Fire Plan – State Fire Assistance – Hazardous Fuels Treatment grant activities in Kootenai County under the County's Wildland Urban Interface (WUI) Fire Mitigation Program, also known as FireSmart™. Specifically, this MOU describes the support and cooperation that will be provided by both parties to advance mutual objectives through the inspection of FireSmart™ Hazardous Fuels Treatment activities, and through the dissemination of information to property owners regarding proper maintenance of work performed through the FireSmart™ program.

II. Organizational Identities

The County and the Fire Agencies agree to work together to the extent practicable to support mutual interest and pursue common objectives. Each party to this MOU, however, is a separate and independent organization. As such, each party retains its own identity in providing services and is responsible for establishing its own policies.

III. The County agrees to:

1. Send a letter to property owners who have participated in the FireSmart™ Program to advise that the Fire Agency with jurisdiction will be contacting them within 30 days to schedule a time to inspect their property and meet with them to answer any questions they may have regarding maintenance of work performed on their property as part of the FireSmart™ Program.
2. Determine whether ownership of properties where work has been performed as part of the FireSmart™ Program has changed before letters are sent out. If ownership of a property has changed, the County will send a letter to the new property owner requesting consent for the Fire Agency with jurisdiction to contact them to schedule a time to meet with them to answer any questions they may have regarding maintenance of work performed through the FireSmart™ Program.
3. Annually provide the Fire Agencies with a maintenance form and a list of scheduled inspections of FireSmart™ projects in their respective jurisdictions.

4. Provide “Create It – Maintain It” maintenance brochures to the Fire Agencies for distribution to property owners and the general public.

IV. The Fire Agencies agree to:

1. Meet with property owners to deliver FireSmart™ maintenance brochures and to answer any questions which property owners may have regarding maintenance of work performed on their property as part of the FireSmart™ program.
2. Inspect FireSmart™ properties identified on the list provided by the County using the FireSmart™ maintenance form.
3. Complete the FireSmart™ inspection forms and submit them to the County no later than November of each year.

V. Contact Information: Contact information for the County and each Fire Agency is contained in Appendix “A” attached hereto, which is incorporated into this MOU by reference herein. All notices and submittals required or authorized herein shall be sent to the contact person for the entity entitled to receipt of the notice or submittal.

VI. It is further agreed by both parties that:

1. Lines of communication shall be kept open in order to discuss any concerns arising from the terms of this MOU and to reach mutually agreeable solutions in a timely manner.
2. This MOU in no way restricts the Fire Agency[-ies] or the County from participating in similar activities with other public or private agencies, organizations, and individuals.
3. This MOU may be modified by mutual written agreement.
4. Each party shall be liable for any and all claims, damages or suits arising from the acts, omissions or negligence of its officers, agents and employees.
5. This MOU shall be effective as to each Fire Agency upon execution by the County and that Fire Agency, and shall continue in full force and effect unless terminated in accordance with Paragraph 6 below.
6. A Fire Agency may terminate this MOU as to that agency by giving sixty (60) days’ written notice to the County. The County may terminate the MOU either as to certain Fire Agency(-ies) or in its entirety by giving sixty (60) days’ written notice to all affected Fire Agencies.

**

DATED this _____ day of _____, 2012.

**KOOTENAI COUNTY
BOARD OF COMMISSIONERS**

ATTEST:
Clifford T. Hayes, Clerk

W. Todd Tondee, Chairman

By: _____
Deputy Clerk

**

DATED this 7th day of August, 2012.

CITY OF COEUR D’ALENE

ATTEST:

Sandi Bloem, Mayor

By: _____
Susan Weathers, City Clerk

**

DATED this _____ day of _____, 2012.

**NORTHERN LAKES FIRE
PROTECTION DISTRICT**

ATTEST:

David Halpin, Chairman
Board of Fire Commissioners

By: _____
Clerk/Secretary

**

DATED this _____ day of _____, 2012.

**KOOTENAI COUNTY
FIRE AND RESCUE**

ATTEST:

Keith Hutcheson, President
Board of Fire Commissioners

By: _____
Clerk/Secretary

**

DATED this _____ day of _____, 2012.

**SPIRIT LAKE FIRE
PROTECTION DISTRICT**

ATTEST:

Mark Miller, Chairman
Board of Fire Commissioners

By: _____
Clerk/Secretary

**

DATED this _____ day of _____, 2012.

**TIMBERLAKE FIRE
PROTECTION DISTRICT**

ATTEST:

David Rudebaugh, Chairman
Board of Fire Commissioners

By: _____
Clerk/Secretary

**

DATED this _____ day of _____, 2012.

**HAUSER LAKE FIRE
PROTECTION DISTRICT**

ATTEST:

John Mobbs, Chairman
Board of Fire Commissioners

By: _____
Clerk/Secretary

**

DATED this _____ day of _____, 2012.

**MICA-KIDD ISLAND FIRE
PROTECTION DISTRICT**

ATTEST:

Chris Shelton, Chairman
Board of Fire Commissioners

By: _____
Clerk/Secretary

**

DATED this _____ day of _____, 2012.

**WORLEY FIRE
PROTECTION DISTRICT**

ATTEST:

Ronald Hise, Chairman
Board of Fire Commissioners

By: _____
Clerk/Secretary

**

DATED this _____ day of _____, 2012.

**EAST SIDE FIRE
PROTECTION DISTRICT**

ATTEST:

Tom Little, Chairman
Board of Fire Commissioners

By: _____
Clerk/Secretary

**

DATED this _____ day of _____, 2012.

**ST. MARIES FIRE
PROTECTION DISTRICT**

ATTEST:

Tom DuHamel, Chairman
Board of Fire Commissioners

By: _____
Clerk/Secretary

**

DATED this _____ day of _____, 2012.

**SHOSHONE FIRE
PROTECTION DISTRICT #2**

ATTEST:

Robert Monteith, Chairman
Board of Fire Commissioners

By: _____
Clerk/Secretary

APPENDIX A
CONTACT INFORMATION

Contact Information: Contact information for the County and each Fire Agency is as follows:

For the County:

Sandy Von Behren, Manager
Kootenai County Office of Emergency Management
5500 N. Government Way
P.O. Box 9000
Coeur d'Alene, ID 83816-9000
Phone: (208) 446-1775
Fax: (208) 446-1780
Email: svonbehren@kcgov.us

For the Fire Agencies:

COEUR D'ALENE FIRE DEPARTMENT

Chief Kenny Gabriel
300 E. Foster Avenue
Coeur d'Alene, ID 83814
Phone: (208) 769-2340
Fax: (208) 769-2343
Email: kgabriel@cdaid.org

NORTHERN LAKES FIRE PROTECTION DISTRICT

Chief Dean Marcus
125 W. Hayden Avenue
Hayden, ID 83835
Phone: (208) 772-5711
Fax: (208) 772-3044
Email: deanmarcus@northernlakesfire.com

KOOTENAI COUNTY FIRE AND RESCUE

Chief Warren Merritt
1509 E. Seltice Way
Post Falls, ID 83854
Phone: (208) 777-8500
Fax: (208) 777-1569
Email: warrenm@kootenaifire.com

SPIRIT LAKE FIRE PROTECTION DISTRICT

Chief John Debernardi
P.O. Box 116
Spirit Lake, ID 83869
Phone: (208) 623-5800
Fax: (208) 623-2305
Email: slchief@verizon.net

TIMBERLAKE FIRE PROTECTION DISTRICT

Chief Dean Marcus
Northern Lakes Fire Protection District
125 W. Hayden Avenue
Hayden, ID 83835
Phone: (208) 772-5711
Fax: (208) 772-3044
Email: deanmarcus@northernlakesfire.com

HAUSER LAKE FIRE PROTECTION DISTRICT

Chief Larry Simms
10728 N. Hauser Lake Road
Hauser, ID 83854
Phone: (208) 773-1174
Fax: (208) 773-1174
Email hauserfd@cda.twebc.com

MICA-KIDD ISLAND FIRE PROTECTION DISTRICT

Chief Jason Blubaum
6891 W. Kidd Island Road
Coeur d'Alene, ID 83814
Phone: (208) 769-7946
Fax: (208) 769-9486
Email: mkichief@frontier.com

WORLEY FIRE PROTECTION DISTRICT

Chief Daniel Sneve
31541 South Highway 95
P.O. Box 160
Worley, ID 83876
Phone: (208) 686-1718
Fax: (208) 686-1191
Email: dsneve@worleyfire.org

EAST SIDE FIRE PROTECTION DISTRICT

Chief Doug Allman
20338 S. Highway 97
Harrison, ID 83833
Phone: (208) 769-4269
Fax: (208) 769-4270
Email: esfd@frontier.com

ST. MARIES FIRE PROTECTION DISTRICT

Chief Larry Naccarato
308 W. Jefferson Avenue
St. Maries, ID 83861-2045
Phone: (208) 245-5253
Fax: (208) 245-2328
Email: firechief@smfpd.com

SHOSHONE FIRE PROTECTION DISTRICT #2

Chief Dale Costa
14 W. Market
Kellogg, ID 83837
Phone: (208) 784-1188 or 784-1189
Fax: (208) 784-1100
Email: dcosta@shoshonefd2.com

City license

YOUR APPLICATION Expires March 1 annually

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

[Office Use Only] Amt Pd 200.00
Rec No 015092
Date 07-13-12
Date to City Council: 08-07-12
Reg No. _____
License No. _____
Rv _____

Date that you would like to begin alcohol service July 2012

Check the ONE box that applies:

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

Business Name	<u>Wildflower Boutique, LLC</u>
Business Mailing Address	<u>601 E Front Ave., Suite 102</u>
City, State, Zip	<u>Coeur d'Alene, ID 83814</u>
Business Physical Address	<u>Same</u>
City, State, Zip	<u>-</u>
Business Contact	<u>Business Telephone: 208-292-7457 Fax: 0</u>
License Applicant	<u>Tawny Lachaye</u>
If Corporation, partnership, LLC etc. List all members/officers	<u>Tawny Lachaye</u>

7/10

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

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

[Office Use Only] Amt Pd \$ 25.00
 Rec No 617069
 Date 07-24-2012
 Date to City Council: 8-7-12
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service 7/20/2012

Check the **ONE** box that applies:

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

Business Name	<u>BRANJEN LLC dba. GUS'S CIGAR PUB</u>
Business Mailing Address	<u>P.O. Box 3941</u>
City, State, Zip	<u>COEUR D'ALENE, ID 83816</u>
Business Physical Address	<u>1903 E. SHERMAN AVE</u>
City, State, Zip	<u>COEUR D'ALENE, ID 83814</u>
Business Contact	Business Telephone: <u>208 570 7556</u> Fax: _____
License Applicant	<u>BRIAN GUSWILER</u>
If Corporation, partnership, LLC etc. List all members/officers	<u>BRANJEN LLC</u> <u>① BRIAN GUSWILER</u>

**CITY COUNCIL
STAFF REPORT**

DATE: August 7, 2012
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Riverstone West 4th Addition: Final Plat Approval

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document.

HISTORY

- a. Applicant: John Stone
Riverstone West, LLC
111 N. Post Street
Suite 200
Spokane, WA 99201
- b. Location: Between Riverstone Drive and Tilford Lane, west of Beebe Blvd. in the Riverstone development.
- c. Previous Action:
 1. Preliminary plat approval, CdA Planning Commission, May 2012.

FINANCIAL ANALYSIS

There are no financial issues associated with this development.

PERFORMANCE ANALYSIS

Final approval and recordation of the plat document will allow the developer to apply, and upon review and approval, be issued building permits for all of the subject properties in the development.

DECISION POINT RECOMMENDATION

1. Approve the final plat document.

**CITY COUNCIL
STAFF REPORT**

DATE: August 7, 2012
FROM: Christopher H. Bates, Engineering Project Manager
SUBJECT: South Lacrosse Addition, Final Plat Approval



DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a one (1) lot subdivision.

HISTORY

- a. Applicant: Michael Hansen, etal.
824 Residence Street
Wallace, ID 83873
- b. Location: West side of Northwest Boulevard, south of Lacrosse Avenue.
- c. Previous Action: Preliminary plat approval – November 2011.

FINANCIAL ANALYSIS

There are no financial issues with this subdivision.

PERFORMANCE ANALYSIS

This plat was completed to legally create a lot that consisted of a number of Kootenai County tax number divisions that were created in violation of the City of Coeur d'Alene subdivision code. Any division of real property in the City that occurred after June 1973, is required to conform to City Code Title 16, Subdivisions, and this subdivision is now in compliance. Creation of the subdivision allows for application, building permit issuance, and, Certificate's of Occupancy to be issued, if the owner elects to do any new construction or alterations to the existing facility. There are no infrastructure facilities that need to be installed, and, all required utility services exist on the subject property.

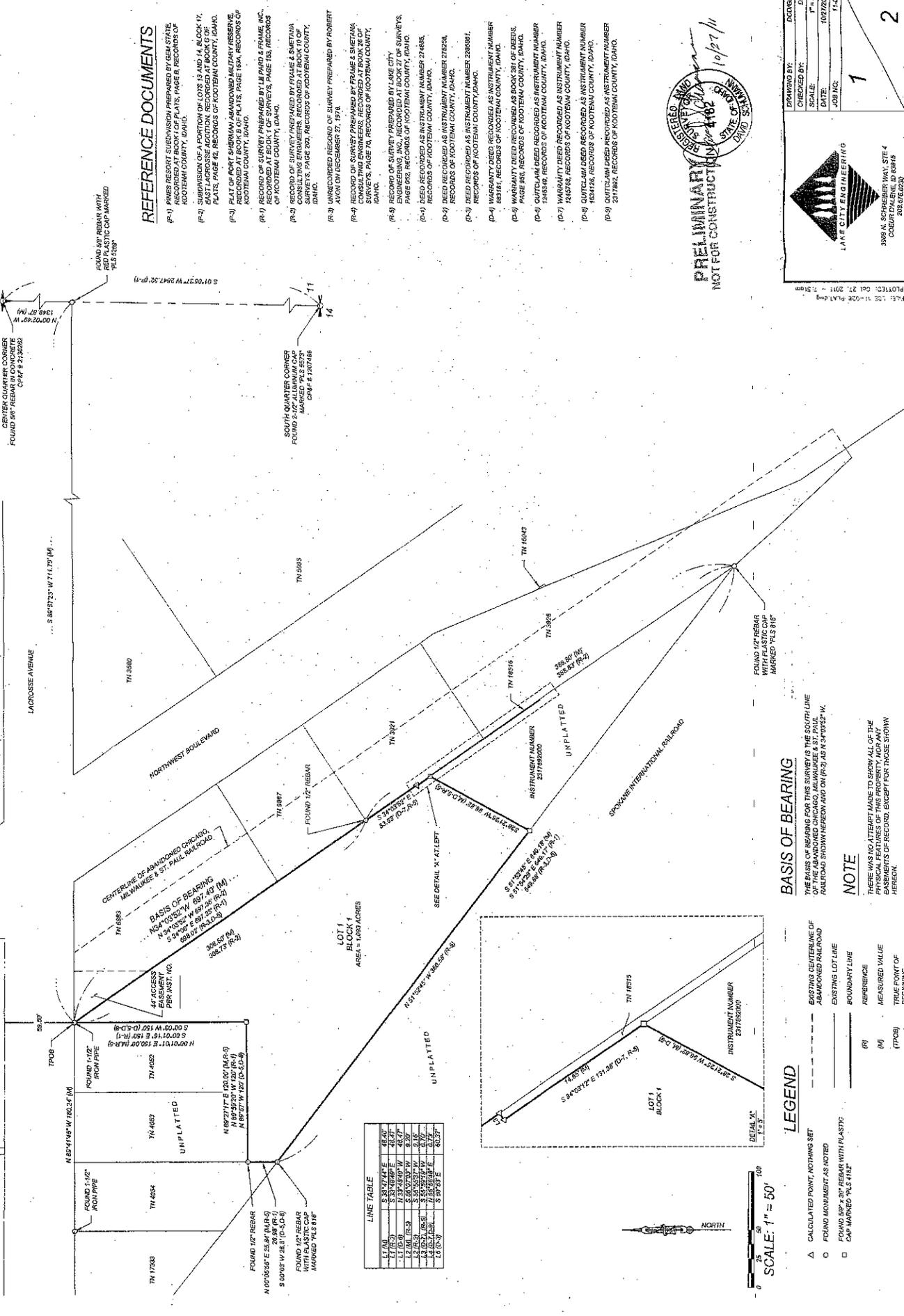
DECISION POINT RECOMMENDATION

Approve the final plat document.

SOUTH LACROSSE ADDITION

A MINOR SUBDIVISION IN A PORTION OF LOT 22, FORT SHERMAN ABANDONED MILITARY RESERVE
IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 60 NORTH, RANGE 4 WEST, BOISE MERIDIAN
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
INSTRUMENT NO. _____



REFERENCE DOCUMENTS

- (R-1) PARS RESORT SUBDIVISION PREPARED BY GEM STATE SURVEYING, RECORDED AT BOOK 1 OF PLATS, PAGE 8, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-2) SUBDIVISION OF A PORTION OF LOTS 13 AND 14, BLOCK 17, EAST LACROSSE ADDITION, RECORDED AT BOOK 6 OF PLATS, PAGE 42, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-3) PLAT OF FORT SHERMAN ABANDONED MILITARY RESERVE, RECORDED AT BOOK 5 OF PLATS, PAGE 19A, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-4) RECORD OF SURVEY PREPARED BY T.L. FAY & FAY, INC. OF KOOTENAI COUNTY, IDAHO, PAGES 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



LAKE CITY ENGINEERING

388 N. SCHREIBER WAY, STE 4
COEUR D'ALENE, ID 83816
208.326.2828

DRAWING BY: BDC/CHC
CHECKED BY: JCS
SCALE: 1" = 50'
DATE: 10/27/11
JOB NO.: 1-428

1

2

LINE	BEARING	DISTANCE
L1 (M)	S 89° 57' 33" W	48.20'
L2 (M)	N 00° 01' 15" E	11.00'
L3 (M)	N 89° 57' 33" W	48.20'
L4 (M)	S 89° 57' 33" W	48.20'
L5 (M)	N 00° 01' 15" E	11.00'
L6 (M)	S 89° 57' 33" W	48.20'
L7 (M)	N 00° 01' 15" E	11.00'
L8 (M)	S 89° 57' 33" W	48.20'
L9 (M)	N 00° 01' 15" E	11.00'
L10 (M)	S 89° 57' 33" W	48.20'

BASIS OF BEARING
THE BASIS OF BEARING FOR THIS SURVEY IS THE SOUTH LINE OF THE ABANDONED CHICAGO, MILWAUKEE & ST. PAUL RAILROAD SHOWN HEREON AND ON (P-1) AS N 49° 05' 10" W.

NOTE
THESE WERE NO ATTEMPT MADE TO SHOW ALL OF THE EASEMENTS OF RECORD, EXCEPT FOR THOSE SHOWN HEREON.

LEGEND

- △ CALCULATED POINT, NOTHING SET
- FOUND MONUMENT AS NOTED
- FOUND 5/8" x 3/8" REBAR WITH PLASTIC CAP MARKED "PLC 4132"
- EXISTING CENTERLINE OF ABANDONED RAILROAD
- EXISTING LOT LINE
- BOUNDARY LINE
- (R) REFERENCE
- (M) MEASURED VALUE
- (TP08) TRUE POINT OF BEGINNING



ANNOUNCEMENTS

Memo to Council

DATE: July 30, 2012

RE: Appointments to Boards/Commissions/Committees

The following appointments are presented for your consideration at the August 7th Council Meeting:

Gabi Olscap	Arts Commission	Student Representative
Jodi Grantham	Arts Commission	Alt Student Representative
(Waiting on #271)	CDA-TV Committee	Student Representative
(Waiting on #271)	CDA-TV Committee	Alt Student Representative
Rachel Hogan	Childcare Commission	Student Representative
Molly C. Draben	Childcare Commission	Alt Student Representative
Rachel Averett	Library Board	Student Representative
Marissa Rivera-Prpich	Library Board	Alt Student Representative
Koji Becker	Natural Open Space	Student Representative
JoAnna Kenefick	Natural Open Space	Alt Student Representative
Luke Osmanski	Parking Commission	Student Representative
(No Alternate)	Parking Commission	Alt Student Representative
Colton Curtis	Ped/Bike Adv. Committee	Student Representative
Nathan Newby	Ped/Bike Adv. Committee	Alt Student Representative
Grant Conery	Planning Commission	Student Representative
Jennifer Snow	Planning Commission	Alt Student Representative
Mason Patzer	Recreation & Parks Comm	Student Representative
Addison Johnson	Recreation & Parks Comm	Alt Student Representative
John Williams	Urban Forestry Committee	Student Representative
Kayla Lyons	Urban Forestry Committee	Alt Student Representative

Copies of the students' data sheets are in front of your mailboxes.

Best,

Victoria Bruno
Project Coordinator

Memo to Council

DATE: August 2, 2012

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the August 7th Council Meeting:

WALTER MELIOR

JEWETT HOUSE ADVISORY BOARD

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Steve Anthony, Jewett House Advisory Board Liaison

OTHER COMMITTEE MINUTES
(Requiring Council Action)

July 23, 2012
**GENERAL SERVICES COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Mike Kennedy, Chairperson
Ron Edinger
Steve Adams

CITIZENS PRESENT

Scott Cranston, Chairman of the Park & Rec Commission
Dennis Spencer, _____
Jamie Duman, President of the Coeur d'Alene American
Legion Baseball

STAFF PRESENT

Warren Wilson, Chief Civil Deputy City Attorney
Jon Ingalls, Deputy City Administrator
Doug Eastwood, Park Director
Troy Tymesen, Finance Director
Wendy Gabriel, City Administrator
Lt. Bill McLeod
Renata McLeod, Project Coordinator
Juanita Knight, Senior Legal Assistant

**Item 1. Lease Agreement / Prairie Standpipe with Cricket Communication.
(Consent Resolution No. 12-030)**

Renata McLeod presented a request from Cricket Communication, Inc. to lease space on top of the Prairie Water Standpipe for a wireless antenna, and ground space for electronic cabinetry. The standpipe currently has space leased by AT&T and Sprint mobile companies. The lease terms shall be for five years, with three additional five-year renewals. Cricket has agreed to pay a monthly lease payment of \$1,900 upon commencement of construction. Each annual term thereafter shall increase by 4%.

Councilman Adams asked how much more room is left on the standpipe. Mrs. McLeod said she is not aware exactly how much is left but space is not maxed out yet.

Councilman Adams asked if any requests had been received from other carriers. Mrs. McLeod said not at this time .

MOTION: by Councilman Adams seconded by Councilman Edinger that Council adopting Resolution No. 12-030 approving the lease agreement with Cricket Communications, Inc. for space on the Prairie Water Standpipe for a wireless antenna and approximately 120 sq. ft. of ground space for cabinetry.

**Item 2. Annual Contract / School Resource Officers for SD 271.
(Consent Resolution No. 12-030)**

Councilman Kennedy read from the submitted staff report that Council is being asked to renew the agreement with School District #271 for the 2012-2013 School Resource Officer program. The City and SD #271 have maintained the SRO partnership since 1999. The program has been deemed not only successful, but vital to providing campus safety. The partnership's success can be tangibly measured in the reduction of campus related crimes and case clearance rates. The SD has agreed to pay \$163,668 of the personnel costs associated with the program as well as all the overtime costs incurred by the SRO for school events.

Councilman Edinger questioned the City's financial contribution to the SRO program. Mr. Tymesen said there is no cost to the City. In fact, there is a provision in this agreement to pay approximately \$10,000 in overtime that has not been in there before. The SD is fully funding the program in this amendment.

MOTION: by Councilman Edinger seconded by Councilman Adams that Council adopt Resolution No. 12-030 approving the agreement to continue the School Resource Officer Program with School District #271 for the 2012-2013 school year.

**Item 3. Memorandum of Understanding / American Legion Baseball at Ramsey Park.
(Resolution No. 12-031)**

Wendy Gabriel, City Administrator, is asking Council to consider a Memorandum of Understanding (MOU) with the Coeur d'Alene American Legion Baseball Club (Legion) regarding the relocation and construction of a new baseball facility at Ramsey Park on existing city-owned property. Mrs. Gabriel reported that the Memorandum of Understanding is agreeable to both parties. The agreement includes that the City will build a baseball facility at Ramsey Park. Adjacent to the new baseball field, the City will install bleachers, lighting, fencing, bullpens, dugouts, announcers booth, concession stand, storage, and a scoreboard in time for the Legion play in the 2013 season. The City further agrees to install restroom facilities and will make every effort to ensure that they are installed prior to the 2013 season. The details of the agreement will be worked out with the Legion which will be brought back to the Council fairly soon as they hope to begin construction in the next two months. The Park and Recreation Commission is also in agreement with the concept and location.

Councilman Edinger asked if this will be the Legion field, where they will have first priority to the field. Mrs. Gabriel responded yes. Because the field can accommodate any baseball game, anyone else can use the field when Legion is not using it.

Councilman Adams asked if Coeur d'Alene Little League would be able to use the field. Ms. Duman, Legion President, responded that if the dimensions of the field are appropriate for the Coeur d'Alene Little League, then yes, they would be able to use the field when the Legion is not. They also encourage the younger leagues to come down and watch Legion games and participate in activities of the Legion. Lake City High School JV has also used the Legion field as their home field, which meshes nicely with their schedule.

Councilman Edinger asked about soccer currently played at Ramsey Field. Mrs. Gabriel said soccer will be moved to the Coeur d'Alene Soccer Complex near Skyway Elementary. Lighting will be added, with restrictions, in order to be good neighbors. Councilman Edinger asked if the lights at McEuen will be reused. Mrs. Gabriel responded that the lights will be used but they will have new poles. Councilman Edinger expressed concern that foul balls will be hitting the KROC Center. Doug Eastwood, Parks Director, said there is approximately 80 feet from the backstop to the KROC Center. If a ball is actually hit that far, it will likely hit a wall or the roof. Mr. Eastwood noted that the backstop at McEuen will not be reused do to age and condition.

Councilman Edinger remarked on the \$250,00 – \$300,000 cost to move the field. Mr. Eastwood responded yes, he anticipates the cost estimate to be about that much with lighting being the biggest expense at 1/3 of the cost.

Councilman Adams asked where the funding is coming from. Mr. Eastwood said that the City has funds that are dedicated for the McEuen project. The City is looking at allocating those funds to get this project done. Then, the City would go back and talk with LCDC about making up the difference at McEuen. There has already been preliminary discussion with LCDC regarding this point. It has not been approved by the board but it does look like something they are willing to work with the City on.

Councilman Adams asked what is the next step once the Memorandum of Understanding is approved. Mr. Eastwood said there will be an amendment to the agreement on the McEuen project with LCDC. Staff would like to get started soon with installing the backstops, dugout, and bullpens which would give a reference point to get everything else done. Mr. Eastwood said they will be ready to play ball in the spring however all of the amenities may not be in place until later in the season.

Councilman Edinger said it appears the staff report indicates that LCDC has already agreed to allow the City to re-direct Parks Capitol Improvement funds currently dedicated to the McEuen Park project and dedicate those funds now to the construction of the baseball facility at Ramsey Park. Mrs. Gabriel responded that the City has committed to \$400,000 from the Parks Capitol Improvement funds to the McEuen park project. Staff believes the estimate for the baseball park is well within that appropriation. Mrs. Gabriel stated that LCDC approved their budget last week and it includes up to that amount that they will replace back into the McEuen park project. If the city spends \$300,000 at the baseball facility, LCDC will put \$300,000 back into McEuen park project so that the project stays on track as designed today.

Councilman Edinger commented that he does not believe that the proposed baseball park at Ramsey is of equal or better than its current location. He believes that if the Legion field had to be moved from its current location, then it could have been relocated somewhere else at McEuen park. He personally believes the Legion was put in a spot where they had to accept something the City proposed and that they would prefer to stay in the McEuen park. He said he has supported the Legion program for years and years and will continue to do so. Because the Legion has accepted the plan, he will also accept the plan, but will do so begrudgingly.

Councilman Adams stated that in the spirit of moving forward with the plan, he will also support it.

MOTION: by Councilman Adams, seconded by Councilman Kennedy, that Council adopt Resolution No. 12-031 approving the Memorandum of Understanding with the Coeur d'Alene American Legion Baseball Club regarding the relocation and construction of a new baseball facility at Ramsey Park on existing city-owned property.

Item 4. Council Bill No. 12-1020 / Dog License Fees for Multiple Years.
(Agenda)

Warren Wilson, Chief Civil Deputy City Attorney, is asking Council to adopt the proposed revision to the City Code allowing dog licenses to be issued for multiple years. Mr. Wilson reported that a couple of years ago the City Council adopted a new animal control ordinance. That ordinance required dogs to be licensed annually. The City contract with Kootenai Humane Society for impound services and some dog licensing. They have suggested allowing multiple year licenses. The fee for each year would remain consistent but the owner would be allowed to purchase a license for up to three years. The owner would still need to have a valid rabies vaccination for the length of the license period.

Councilman Kennedy asked ‘what if’ a dog passes within the first year of the license, will the owner want a refund. Mr. Wilson said they would not receive a refund.

Councilman Adams commented “much like an automobile license, you own the license and it is moved from vehicle to vehicle. Could the same work for the dog license should one pass.” Mr. Wilson said the license would be dog specific. The new dog would still need to be licensed and proof shown that the dog has been vaccinated.

MOTION: by Councilman Edinger, seconded by Councilman Adams, that Council adopt Council Bill No. 12-1020 amending M.C. Section 6.10.010 entitled License Requirement and Fees, allowing dog licenses to be issued for multiple years.

Item 5. Contract Renewal / Shelter Services With Kootenai Humane Society.
(Consent Resolution No. 12-030)

Lt. Bill McLeod is requesting Council renew an agreement with the Kootenai Humane Society (KHS) to shelter dogs or other animals impounded by the City's Animal Control. Lt. McLeod noted in his staff report that in May 2008, the City entered into an agreement with KHS for them to shelter dogs impounded by Animal Control within the city limits of Coeur d'Alene. KHS only charges the City \$85.00 per dog that is not reclaimed by an owner after 5 days of sheltering. The impound versus reclaim rates vary from month to month and the average monthly reclaim rate appears to be between 40% and 50%. Additional fees include a \$20.00 per day charge if the City requires the animal to be held longer than 5 days; \$25.00 for each animal brought to KHS for euthanasia and disposal; and \$15.00 for any deceased animal brought to KHS for disposal; up to \$100 in veterinary care for diseased or injured animals. Additionally, for this contract renewal, KHS and the Police Department have agreed upon an additional fee of \$40.00 per cat, pet rabbit or pet rodent that is sheltered at KHS and not claimed by an owner after 5 days. This type of impound occurs very infrequently, but at times may be unavoidable.

Councilman Kennedy asked if this agreement contained any mandatory spaying or neutering provisions. Lt. McLeod responded no.

Councilman Adams asked if KHS is the only resource for sheltering services. Lt. McLeod responded yes.

MOTION: by Councilman Adams, seconded by Councilman Edinger, that Council adopt Resolution No. 12-030 approving the agreement with the Kootenai Humane Society for the sheltering of animals impounded by the City of Coeur d'Alene Animal Control.

The meeting adjourned at 12:40 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

MEMORANDUM

To: General Services Committee

From: Wendy Gabriel, City Administrator

Date: July 23, 2012

Re: Memorandum of Understanding with Coeur d'Alene American Legion Baseball

Decision Point: The General Services Committee is asked to consider, for recommendation of approval to the City Council, a Memorandum of Understanding (MOU) between the City of Coeur d'Alene and the Coeur d'Alene American Legion Baseball Club (Legion) regarding the relocation and construction of a new baseball facility at Ramsey Park on existing city-owned property.

Background: The City is preparing to break ground on the McEuen Park and Front Avenue Redevelopment Project. A baseball facility currently sited at McEuen Park needs to be relocated pursuant to City Council Resolution No. 00-047 which adopted certain community values (attached). City staff has identified a location that can accommodate a new baseball facility on already existing city-owned property at Ramsey Park. A drawing is attached. The City has had a number of conversations with the Legion, one of the users of the current McEuen Park baseball facility. Since the Legion is the primary user of the current baseball facility, it was the City's desire to include the Legion in the location, development, and design of the new facility. As a result of our conversations, a draft MOU is attached for your consideration.

It should be recognized that this new baseball facility is not intended to be in lieu of the facility we are working to build near 15th Street at Cherry Hill. With this facility at Ramsey Park and the new one at 15th Street, the public gains one baseball facility more than they have today.

Financial Analysis: City staff was directed by a prior City Council to not utilize new general fund dollars in the McEuen Park and Front Avenue Redevelopment Project. City staff recommends that Parks Capital Improvement Funds (CIF) be used to build the new facility. To do this, City Council would need to re-direct CIF currently dedicated to the McEuen Park and Front Avenue Redevelopment Project and dedicate those funds now to the construction of the baseball facility at Ramsey Park. The Lake City Development Corporation (LCDC), on July 18, 2012, agreed to utilize its funds to replace those that the City may remove from the McEuen Park and Front Avenue Redevelopment Project should the City approve this MOU and CIF to fund the Ramsey facility. The estimated cost is between \$250,000 - \$300,000.

The City's Park and Recreation Commission has approved this concept and moving forward with construction of the new baseball facility at Ramsey Park. The American Legion Board of Directors has approved the MOU.

Recommendation: For reasons stated above, it is recommended that the General Services Committee forward a recommendation to the City Council that the MOU be approved contingent upon a cost estimate for construction and design within the current CIF appropriation as discussed above.



McEuen Field/Front Street

Community Values

2002 Community Values

Recognize the value of public-owned space and encourage improvement in accessibility and usability by and for the citizens

Promote and enhance open space

Encourage greater use of downtown public space for the community

Recognize the value of vistas and views

Ensure the replacement of any displaced facilities with equal or better facilities

Explore possibilities in creating a community-gathering place

Link the Downtown to the waterfront

RESOLUTION NO. 12-031

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH COEUR D'ALENE AMERICAN LEGION FOR THE CONSTRUCTION OF A BASEBALL FIELD AT RAMSEY PARK.

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City execute a Memorandum of Understanding in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Memorandum of Understanding to the extent the substantive provisions of the Memorandum of Understanding remain intact.

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

DATED this 7th day of August, 2012.

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 ADAMS Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this 7th day of August, 2012 by and between the **City of Coeur d'Alene**, a municipal corporation organized and existing under and by virtue of the laws of the State of Idaho, hereinafter referred to as the "**CITY**" and **Coeur d'Alene American Legion Baseball**, a nonprofit independent baseball club, hereafter referred to as "**Legion**". The City and the Legion are hereafter referred to collectively as the "Parties".

RECITALS

WHEREAS, the City is in the process of redeveloping McEuen Park, a park upon which the Legion currently plays baseball; and,

WHEREAS, the City recognizes that there are certain community values that should be considered in the redevelopment of McEuen Park; and,

WHEREAS, pursuant to Resolution No. 00-047, the City adopted seven community values to guide the redevelopment of McEuen Park; and,

WHEREAS, one such value is to ensure that the replacement of any facility displaced in McEuen Park be replaced with equal or better facilities; and,

WHEREAS, the Parties have identified a satisfactory location where a baseball field will be relocated, and the Parties agree that the facility will be equal or better conditional upon the following agreements.

AGREEMENTS

The City will construct a baseball field on city-owned property on the southwest corner of Ramsey Park with grass infield in time for Legion play in the 2013 season.

Adjacent to the new baseball field, the City will install bleachers, lighting, fencing, bullpens, dugouts, announcers booth, concessions stand, storage, and a scoreboard in time for Legion play in the 2013 season. The Legion's baseball season begins the last week of May and runs approximately ten (10) weeks. The City further agrees to install restroom facilities and will make every effort to ensure that they are installed prior to the 2013 season.

This MOU is conditioned upon agreement of the Parties regarding details for the design of the above-named accommodations and facilities including but not necessarily limited to construction materials, power and water availability, size and dimension, and location. The City further agrees that it will install other appurtenances such as a concrete pad for a barbeque, protective fencing in front of dugouts, drinking fountain, protective capping for fencing, and that the City will also remove the existing foul poles currently at McEuen Park and reinstall them at an agreeable location at the new facility.

The Parties agree that the attached drawing depicts field dimensions that are agreeable.

Legion will submit their season schedule to the City at least ten (10) days prior to the start of the season. The City will schedule Legion first and then other programs will be scheduled for use of the field when Legion is not playing.

IN WITNESS WHEREOF, the parties have executed this MOU the day and year first above written.

CITY OF COEUR D'ALENE

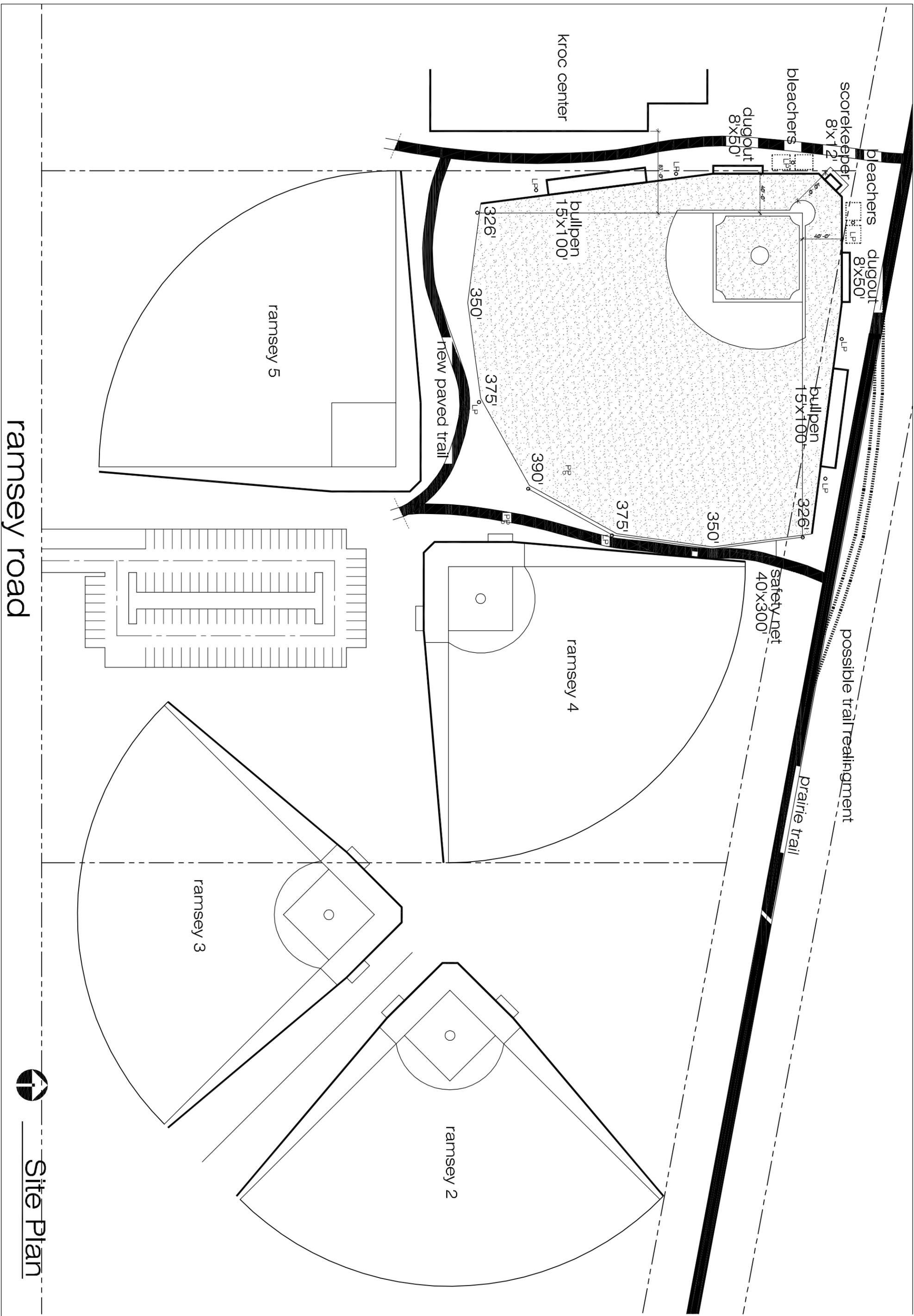
COEUR D'ALENE AMERICAN LEGION BASEBALL

Mayor Sandi Bloem

Jamie Duman, President

ATTEST:

Susan K. Weathers, City Clerk



ramsey road

Site Plan

P1.0

LICENSED ARCHITECT AR-1376
Richard M. Stauffer
STATE OF IDAHO

Ramsey Baseball Fiels
Project Address
Project City / State

Schematic Site Plan
7-5-12
WScale 1" = 40'-0"

MILLERSTAUFFER
ARCHITECTS



601 FRONT AVE. STE. 201 // COEUR D'ALENE, ID 83814 // PH 208+664-1773

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: July 23, 2012
FROM: Warren Wilson, Deputy City Attorney
SUBJECT: Multiple Year Dog Licenses

DECISION POINT:

Recommend that the full Council adopt the proposed revision to the City Code allowing dog licenses to be issued for multiple years.

HISTORY:

A couple of years ago the City Council adopted a new animal control ordinance. That ordinance required dogs to be licensed annually. The City contracts with Kootenai Humane Society for impound services and some dog licensing. They have suggested allowing multiple year licenses. The fee for each year would remain consistent but the owner would be allowed to purchase a license for up to three years. The owner would still need to have a valid rabies vaccination for the length of the license period.

FINANCIAL ANALYSIS:

There is little financial impact from adopting the proposed ordinance it simply allows licenses to be issued for multiple years. The amount of the per year fee is not changed.

PERFORMANCE / QUALITY OF LIFE ANALYSIS:

The proposed amendment would allow a dog owner to purchase a dog license for up to three years (depending on rabies vaccination). This change would potentially make the licensing process easier for owners as well as city staff and contractors as they would need to obtain or issue fewer overall permits. There should be little additional impact from adopting the proposed amendment, since there are no other code changes.

DECISION POINT/RECOMMENDATION:

Recommend that the full Council adopt the proposed revision to the City Code clarifying which properties are eligible to keep domestic livestock.

ORDINANCE NO. _____
COUNCIL BILL NO. 12-1020

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING 6.10.010 TO ALLOW DOG'S TO BE LICENSED FOR UP TO THREE YEARS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

SECTION 1. *That Coeur d'Alene Municipal Code Section 6.10.010, is hereby amended to read as follows:*

6.10.010: LICENSE REQUIREMENT AND FEES:

A. All dogs must be licensed ~~each year~~, except:

1. Dogs quartered in a pet shop or shelter and held for resale or adoption;
2. Dogs whose owners are temporarily (up to 30 days) within the city if the dog's owner can produce evidence that the dog is currently licensed in another jurisdiction;
3. Dogs under the age of six (6) months.

B. License applications must be submitted ~~annually~~ to the ~~city~~ City clerk or his or her designee utilizing a standard form which requests name, address, and telephone number of the applicant; breed, sex, ~~and~~ color of the dog, and length of permit sought (up to three (3) years). The application must be accompanied by the established license fee, a ~~current~~ rabies vaccination certificate that will be valid for the full term of the license and meets ~~meeting~~ the requirements of section 6.15.150 of this title, and proof of sterilization if the applicant wants to license the dog as sterilized. A fee will not be charged for licensing a dog trained and used to assist government officials in the performance of their duties that is owned by the government agency.

C. The license will be valid for up to three (3) years ~~one year~~ from the date of purchase, after which a citation for failing to obtain a license may be imposed.

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

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

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

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

APPROVED, ADOPTED and SIGNED this 7th day of August, 2012.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
AMENDING CHAPTER 6.10.010 [DOG] LICENSE REQUIREMENT AND FEES

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING 6.10.010 TO ALLOW DOG'S TO BE LICENSED FOR UP TO THREE YEARS; 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, Michael Gridley, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, AMENDING CHAPTER 6.10.010 [DOG] LICENSE REQUIREMENT AND FEES, 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 7th day of August, 2012.

Mike Gridley, City Attorney

July 23, 2012
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Woody McEvers
Council Member Dan Gookin

STAFF PRESENT

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

**Item 1 Conversion of Duncan Drive to One-Way
Agenda Item**

Gordon Dobler, Engineering Services Director, presented a request for conversion of Duncan Drive to a one-way street. Mr. Dobler stated in his staff report that a congestion problem exists due to the limited space for vehicles of parents waiting to pick up students at the Charter Academy, causing the vehicles to stack up on Duncan Drive and Building Center Drive and out through the intersection of Kathleen. The city has worked with the school over the past several years to reduce the congestion but the problem continues. The school hired Welch-Comer to perform a Traffic Impact Study in May. They evaluated traffic flow patterns, pedestrian crossing patterns at the school, etc., and modeled the impacts of converting Duncan Drive to a one-way street southbound. Their evaluations indicate that doing this will substantially reduce the congestion by stacking the waiting vehicles on Duncan Drive, increase the efficiency of vehicle flow, and decrease the pedestrian/vehicle conflicts. The cost of installation of the necessary signs would be borne by the school in addition to closing one of the parking lot driveways. The City would stripe an additional crosswalk and the cost to the City would be minimal.

Mr. Dobler's staff report further stated that there are two other properties that have frontage on Duncan Drive, with their main access situated on Building Center Drive. The school has stated that they have spoken with both property owners and they have no objection. Both property owners were mailed written notice of the Public Works Committee meeting today.

Mr. Dobler explained the history behind the traffic issues and noted that the city completed a signalized intersection on Kathleen, but the problem still remains. When a development comes in, if they have a problem that they generate from their use, it has to be solved on-site, otherwise the city would have everyone requesting special exceptions for city streets. One of the reasons that they hesitate to make changes to the city streets is what if the use goes away. In this particular situation, they have tried all of the on-site solutions, but they are at the point where the school's operations are so big that it can't really be solved with the sites that they have. Mr. Dobler said that he thinks that a one-way solution is doable and can be reversed, if necessary. The Charter Academy is the majority property owner by far and Mr. Dobler has reviewed the traffic study and feels that it is adequate and will solve the problem.

Councilman Gookin asked about other streets in the city that are one-way. Mr. Dobler confirmed that Third and Fourth Streets, a few alleys, and a few streets in the Fort Grounds are one way. Councilman Gookin expressed concern regarding others who might say that they want a one-way street too. Mr. Dobler said that he has received at least a half dozen requests during his tenure with the city for a one way street and this is the first request that he has supported. It is rare that the city would convert a street to one-way and Mr. Dobler does not anticipate a lot of additional requests.

Councilman Gookin asked if Welch Comer looked at accidents when preparing their traffic study. Mr. Dobler said that there is a potential for accidents as the traffic stacks along Kathleen. The installation of the traffic signal helped a lot with that issue. He noted that the Charter Academy has been successful beyond what anyone envisioned.

MOTION: Motion by Gookin, seconded by McEvers, to recommend Council approval of Resolution No. 12-032 authorizing the conversion of Duncan Drive to a one-way street. Motion carried.

The meeting adjourned at 4:14 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: July 23, 2012
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: Conversion of Duncan Drive to a one-way street

DECISION POINT

Staff is requesting that Council consider changing Duncan Drive to a one-way street.

HISTORY

Several years ago the Charter Academy began operating at the corner of Duncan Drive and Building Center Drive (see attached map). Since then they have grown in enrollment and size. Their facilities encompass all but two corner lots on Duncan Drive. That growth has created a congestion problem for the past few years. Because of the limited space vehicles of parents waiting to pick up the students stack up on Duncan and Building Center and out through the intersection of Kathleen, causing a major congestion problem. We have worked with the school over the past several years to reduce the congestion but the problem continues.

The school hired Welch-Comer to perform a Traffic Impact Study in May. They evaluated traffic flow patterns, pedestrian crossing patterns at the school, etc. and modeled the impacts of converting Duncan Drive to a one-way street southbound. Their evaluation indicates that doing this will substantially reduce the congestion by stacking the waiting vehicles on Duncan Drive, increase the efficiency of vehicle flow, and decrease the pedestrian / vehicle conflicts.

FINANCIAL ANALYSIS

The cost of installation of the necessary signs would be borne by the school, in addition to closing one of the parking lot driveways. The City would strip an additional crosswalk. The cost would be minimal to the City.

PERFORMANCE ANALYSIS

Staff has worked with the school for several years to alleviate the congestion created by parents dropping off and picking up students. These efforts have had a very limited success. Welch-Comers evaluation indicates that converting the street to one-way will substantially mitigate the problem. There are two other properties that have frontage on Duncan Drive. Both have frontage on Building Center Drive and that is where their main access is situated. The school has stated that they have spoken with both property owners and that they have no

objection. We mailed a written notice to both property owners on July 16th, informing them that this issue was being considered by the Public Works Committee, stating the date, time, and location of the meeting.

RECOMMENDATION

Staff recommends that Council approve the conversion of Duncan Drive to a one-way street.

RESOLUTION NO. 12-032

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO CONVERTING DUNCAN DRIVE FROM TWO-WAY TO ONE-WAY STREET.

WHEREAS, I.C. 49-208 authorizes the City to designate streets for travel in one direction; and

WHEREAS, The Coeur d'Alene Charter Academy has requested that Duncan Drive be designated as a one-way street; and

WHEREAS, following a review of the request and soliciting input from other property owner's along Duncan Drive, the City Engineer has recommended that the City Council designate Duncan Drive as a one-way street. NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that Duncan Drive is hereby converted from a two-way to a one-way street.

BE IT FURTHER RESOLVED, that the Mayor and City Engineer are hereby authorized to have signs prepared to designate the direction of travel and take any other steps necessary to convert Duncan Drive to one-way travel.

DATED this 7th day of August, 2012.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

OTHER BUSINESS

RESOLUTION NO. 12-033

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 2012-2013, 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, 2012:

	FY 2009-10 ACTUAL	FY 2010-11 ACTUAL	FY 2011-2012 BUDGET	FY 2012-13 PROPOSED
<u>GENERAL FUND EXPENDITURES</u>				
Mayor and Council	\$197,461	201,914	\$209,912	\$220,014
Administration	487,398	496,767	514,369	409,019
Finance Department	708,642	666,558	698,735	691,291
Municipal Services	1,226,661	1,261,718	1,405,776	1,392,349
Human Resources	227,324	233,443	240,757	247,237
Legal Department	1,354,085	1,345,812	1,471,145	1,463,189
Planning	496,550	471,507	458,244	486,714
Building Maintenance	403,704	1,195,611	408,265	401,882
Police Department	8,700,361	9,311,667	9,587,462	10,194,536
Byrne Grant – Police Dept	111,619	139,286	159,590	58,167
COPS Grant	125,527	190,182	170,843	71,466

	FY 2009-10 ACTUAL	FY 2010-11 ACTUAL	FY 2011-12 BUDGET	FY 2012-13 PROPOSED
<u>GENERAL FUND EXPENDITURES CON'T</u>				
KCJA	194,216	147,671	36,700	36,700
Fire Department	6,722,029	7,391,179	7,553,083	7,809,957
General Government	320,228	968,749	131,750	192,635
Engineering Services	1,247,216	1,263,834	929,243	1,251,316
Streets/Garage	2,104,936	2,171,991	2,170,770	2,428,570
ADA Sidewalk Abatement	189,935	196,238	219,904	224,386
Byrne Grant – Police Dept	471,200	177,984	84,229	92,196
Building Inspection	749,892	734,037	707,232	742,848
Parks Department	1,648,535	1,603,556	1,694,573	1,683,036
Recreation Department	685,397	666,606	763,342	775,837
<u>TOTAL GENERAL FUND EXPENDITURES:</u>	<u>28,372,916</u>	<u>\$30,836,310</u>	<u>\$29,615,924</u>	<u>\$30,873,345</u>

	FY 2009-10 ACTUAL	FY 2010-11 ACTUAL	FY 2011-12 BUDGET	FY 2012-13 PROPOSED
<u>SPECIAL REVENUE FUND EXPENDITURES:</u>				
Library Fund	1,168,709	1,190,385	1,284,625	1,304,434
CDBG	394,496	190,127	297,600	267,325
Impact Fee Fund	782,573	204,265	925,000	613,133
Parks Capital Improvement	291,975	214,400	676,600	881,215
Annexation Fee Fund	200,000*		133,000	70,000
Self Insurance	260,591	640,589	234,000	264,000
Cemetery Fund	358,219	238,669	249,464	239,300
Cemetery Perp Care Fund	192,399	97,169	98,000	98,000
Jewett House	13,560	15,424	17,790	42,000
Reforestation	99,734	50,627	3,000	1,500

<u>SPECIAL REVENUE FUND EXPENDITURES:</u>	FY 2009-10 ACTUAL	FY 2010-11 ACTUAL	FY 2011-12 BUDGET	FY 2012-13 PROPOSED
Street Trees	61,537	58,900	75,000	65,000
Community Canopy	677	1,459	1,200	1,500
Arts Commission	5,758	6,421	6,650	7,000
Public Art Funds	207,541	40,154	189,600	245,000
KMPO	348,781	398,333	350,000	
<u>TOTAL SPECIAL FUNDS:</u>	<u>4,386,550</u>	<u>3,346,922</u>	<u>4,541,529</u>	<u>4,099,407</u>

	FY 2009-10 ACTUAL	FY 2010-11 ACTUAL	FY 2011-12 BUDGET	FY 2012-13 PROPOSED
<u>ENTERPRISE FUND EXPENDITURES:</u>				
Street Lighting Fund	637,818	635,574	575,021	570,050
Water Fund	6,116,517	6,469,842	7,394,451	7,639,143
Wastewater Fund	13,465,475	19,235,443	17,759,498	19,051,155
Water Cap Fee Fund	57,609		850,000	850,000
WWTP Cap Fees Fund	2,482,935	1,025,000	802,750	879,336
Sanitation Fund	3,152,239	3,155,553	3,229,773	3,285,480
City Parking Fund	191,150	199,593	177,957	575,957
Stormwater Management	1,735,049	1,497,856	1,417,627	1,050,615
<u>TOTAL ENTERPRISE EXPENDITURES:</u>	<u>27,838,792</u>	<u>32,218,861</u>	<u>32,207,077</u>	<u>33,901,736</u>
<u>FIDUCIARY FUNDS:</u>	2,449,454	2,456,681	2,537,300	2,538,100
<u>CAPITAL PROJECTS FUNDS:</u>	2,135,929	2,008,402	7,570,000	770,000
<u>DEBT SERVICE FUNDS:</u>	2,890,778	1,631,708	1,500,680	1,381,865
<u>GRAND TOTAL OF ALL EXPENDITURES:</u>	<u>\$68,074,419</u>	<u>\$72,498,884</u>	<u>\$77,972,510</u>	<u>\$73,564,453</u>

<u>ESTIMATED REVENUES:</u>	FY 2009-10 ACTUAL	FY 2010-11 ACTUAL	FY 2011-2012 BUDGET	FY 2012-2013 PROPOSED
Property Taxes:				
General Levy	14,208,289	15,531,312	15,305,673	15,890,917
Library Levy	1,138,334	1,185,018	1,189,170	1,189,170
Policeman's Retirement Fund Levy	150,113	156,501	152,000	152,000
Comprehensive Liability Plan Levy	2,376	2,766	-0-	-0-
Fireman's Retirement Fund Levy	250,000	250,000	250,000	250,000
2006 G.O. Bond Levy	960,393	1,068,075	1,140,000	1,143,045
<u>TOTAL REVENUE FROM PROPERTY TAXES:</u>	<u>16,709,505</u>	<u>18,193,672</u>	<u>18,036,843</u>	<u>18,625,132</u>

	FY 2009-10 ACTUAL	FY 2010-11 ACTUAL	FY 2011-12 BUDGET	FY 2012-13 PROPOSED
<u>ESTIMATED OTHER REVENUES:</u>				
Interfund Transfers	5,844,229	3,094,106	4,992,232	4,692,578
Beginning Balance	26,842,018	28,313,491	25,170,524	27,563,442
Other Revenue:				
General Fund	12,951,425	13,971,827	12,003,781	12,527,038
Library Fund	42,568	44,841	43,100	41,750
Community Development Block Grant	392,832	191,790	297,600	267,325
Parks Capital Improvement Fund	215,722	304,130	139,600	148,877
Insurance/Risk Management	18,670	3,518	4,000	2,900
Cemetery	116,200	166,641	153,464	149,300
Annexation Fee Fund	22,289	50,932	25,000	25,000

	FY 2009-10 ACTUAL	FY 2010-11 ACTUAL	FY 2011-12 BUDGET	FY 2012-13 PROPOSED
<u>ESTIMATED OTHER REVENUES CON'T:</u>				
Impact Fee Fund	352,504	578,526	350,000	404,400
Cemetery Perpetual Care Fund	122,964	71,822	100,000	60,000
Jewett House	8,568	5,770	11,000	31,000
Reforestation	101,966	49,653	3,000	1,500
Street Trees	52,085	33,119	40,000	30,000
Community Canopy	971	1,006	1,200	1,500
Arts Commission	5,698	6,809	7,000	7,000
Public Art Funds	170,942	168,937	110,500	
KMPO	341,647	411,435	350,000	
Street Lighting Fund	483,618	488,625	485,021	490,050
Water Fund	3,852,006	3,902,193	3,897,000	3,964,696
Wastewater Fund	6,075,254	6,120,213	6,903,280	6,890,896
Water Cap Fee Fund	435,808	522,698	401,500	451,500
WWTP Capitalization Fees	656,841	1,027,725	802,740	879,326
Sanitation Fund	3,010,744	3,130,653	3,229,772	3,475,480
City Parking Fund	198,878	328,103	126,000	96,957
Stormwater Management	1,323,282	1,303,384	1,321,334	1,081,570
Fiduciary Funds	2,286,806	2,252,772	2,348,300	2,370,350
Capital Projects Fund	662,528	1,229,347	7,079,000	545,000
Debt Service Fund	300,264	142,609	49,800	45,260

SUMMARY:				
	FY 2009-10 ACTUAL	FY 2010-11 ACTUAL	FY 2011-12 BUDGET	FY 2012-13 PROPOSED
PROPERTY TAXES	16,709,505	18,193,672	18,036,843	18,625,132
OTHER THAN PROPERTY TAXES	66,889,327	67,916,675	70,445,748	66,244,695
<u>TOTAL ESTIMATED REVENUES</u>	<u>\$83,598,832</u>	<u>\$86,110,347</u>	<u>\$88,482,591</u>	<u>\$84,869,827</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 August 13, 2012 and August 20, 2012.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 4th day of September, 2012 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 7th day of August, 2012.

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 GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

_____ was absent. Motion _____.

RESOLUTION NO. 12-034

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED AMENDED BUDGET FOR FISCAL YEAR 2011-2012, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE AMENDED ESTIMATED REVENUE FROM PROPERTY TAXES AND THE AMENDED TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND PROVIDING FOR PUBLICATION OF THE SAME.

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene, that the following be and the same is hereby adopted as an Amended Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2011:

GENERAL FUND EXPENDITURES:

Mayor and Council-----	\$	209,912	
Administration-----		514,369	
Finance Department-----		698,736	708,441
Municipal Services-----		1,405,776	1,413,136
Human Resources-----		240,757	
Legal Department-----		1,471,145	1,476,145
Planning Department-----		458,244	
Building Maintenance-----		408,265	520,775
Police Department-----		9,587,462	9,684,642
Byrne Grant-----		159,589	
Byrne Grant Equipment-----		84,229	242,619
COPS Grant-----		170,843	234,310
K.C.J.A. Task Force-----		36,700	46,700
ADA Sidewalks-----		219,904	
Fire Department-----		7,553,083	7,614,083
General Government-----		131,750	412,025
Engineering Services-----		929,243	1,222,294
Streets/Garage-----		2,170,770	
Parks Department-----		1,694,573	1,706,598
Recreation Department-----		763,342	
Building Inspection-----		<u>707,232</u>	
TOTAL GENERAL FUND EXPENDITURES:		<u>\$29,615,924</u>	<u>\$30,725,887</u>

SPECIAL REVENUE FUND EXPENDITURES:

Library Fund-----	\$1,284,625	
Community Development Block Grant-----	297,600	
Impact Fee Fund-----	925,000	
Parks Capital Improvements-----	676,600	736,600
Annexation Fee Fund-----	133,000	
Insurance / Risk Management-----	234,000	367,000
Cemetery Fund-----	249,464	
Cemetery Perpetual Care Fund-----	98,000	
Jewett House-----	17,790	22,090
Reforestation-----	3,000	32,500
Street Trees-----	75,000	
Community Canopy-----	1,200	
Arts Commission-----	6,650	
Public Art Funds-----	189,600	216,442
Kootenai Metropolitan Planning Org-----	<u>350,000</u>	

TOTAL SPECIAL FUNDS: \$4,541,529 \$4,795,171

ENTERPRISE FUND EXPENDITURES:

Street Lighting Fund-----	\$ 575,021	
Water Fund-----	7,394,451	7,837,951
Wastewater Fund-----	17,759,498	18,157,098
Water Cap Fee Fund-----	850,000	
WWTP Cap Fees Fund-----	802,750	
Sanitation Fund-----	3,229,772	3,354,772
City Parking Fund-----	177,957	931,257
Stormwater Management-----	<u>1,417,627</u>	

TOTAL ENTERPRISE EXPENDITURES: \$32,207,076 \$33,926,476

FIDUCIARY FUNDS:----- 2,537,300
STREET CAPITAL PROJECTS FUNDS:----- 7,570,000
DEBT SERVICE FUNDS:----- 1,500,680
GRAND TOTAL OF ALL EXPENDITURES: ~~\$77,972,509~~ \$81,055,514

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 August 10, 2012 and August 17, 2012.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 21st day of August, 2012 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed amended Budget should or should not be adopted.

DATED this 7th day of August, 2012.

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 GOOKIN	Voted _____
COUNCIL MEMBER EDINGER	Voted _____
COUNCIL MEMBER MCEVERS	Voted _____
COUNCIL MEMBER ADAMS	Voted _____

_____ was absent. Motion _____.

ORDINANCE NO. _____
COUNCIL BILL NO. 12-1021

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 4, TOWNSHIP 50, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said property be annexed; NOW, THEREFORE,

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

SECTION 1. That the property as set forth in Exhibit "A", attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as C-17 (COMMERCIAL AT 17 UNITS/ACRE).

SECTION 2. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, be and the same is hereby amended as set forth in the preceding section hereof.

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

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

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

APPROVED by the Mayor this 7th day of August, 2012.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Annexation A-2-12 Mill River Seniors, LLC

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 4, TOWNSHIP 50, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS 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, Mike Gridley, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Annexation A-2-12 Mill River Seniors, LLC, 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 7th day of August, 2012.

Mike, Gridley, City Attorney

ANNEXATION DESCRIPTION

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

BEGINNING AT the South Quarter Corner of said Section 4, marked by a 2" aluminum cap per CP&F Instrument Number 1978028;

thence along the East line of the southwest quarter of said Section 4 North 00°08'45" West a distance of 625.37 feet to the southerly right-of-way of Seltice Way;

thence along said southerly right-of-way North 59°22'51" West a distance of 69.10 feet to a 5/8" rebar with plastic cap marked "PLS 4182";

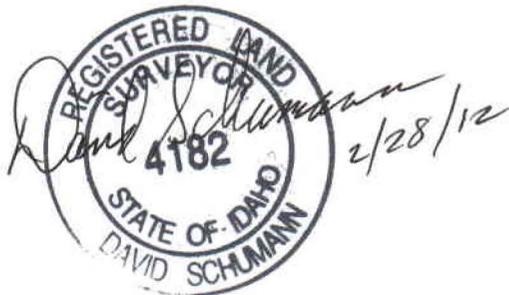
thence continuing along said southerly right-of-way 391.25 feet along a curve to the left, having a radius of 2914.79 feet, a central angle of 7°41'27", and a long chord bearing North 63°13'12" West a distance of 390.95 feet to the **TRUE POINT OF BEGINNING**, said point also being on the existing City Boundary for the City of Coeur d'Alene;

thence along said City Boundary for the City of Coeur d'Alene North 00°07'26" West a distance of 651.98 feet to a 5/8" rebar with plastic cap marked "PLS 4182";

thence leaving said City Boundary South 16°03'55" West a distance of 609.98 feet to a point on the southerly right-of-way of Seltice Way, said point also being on said City Boundary;

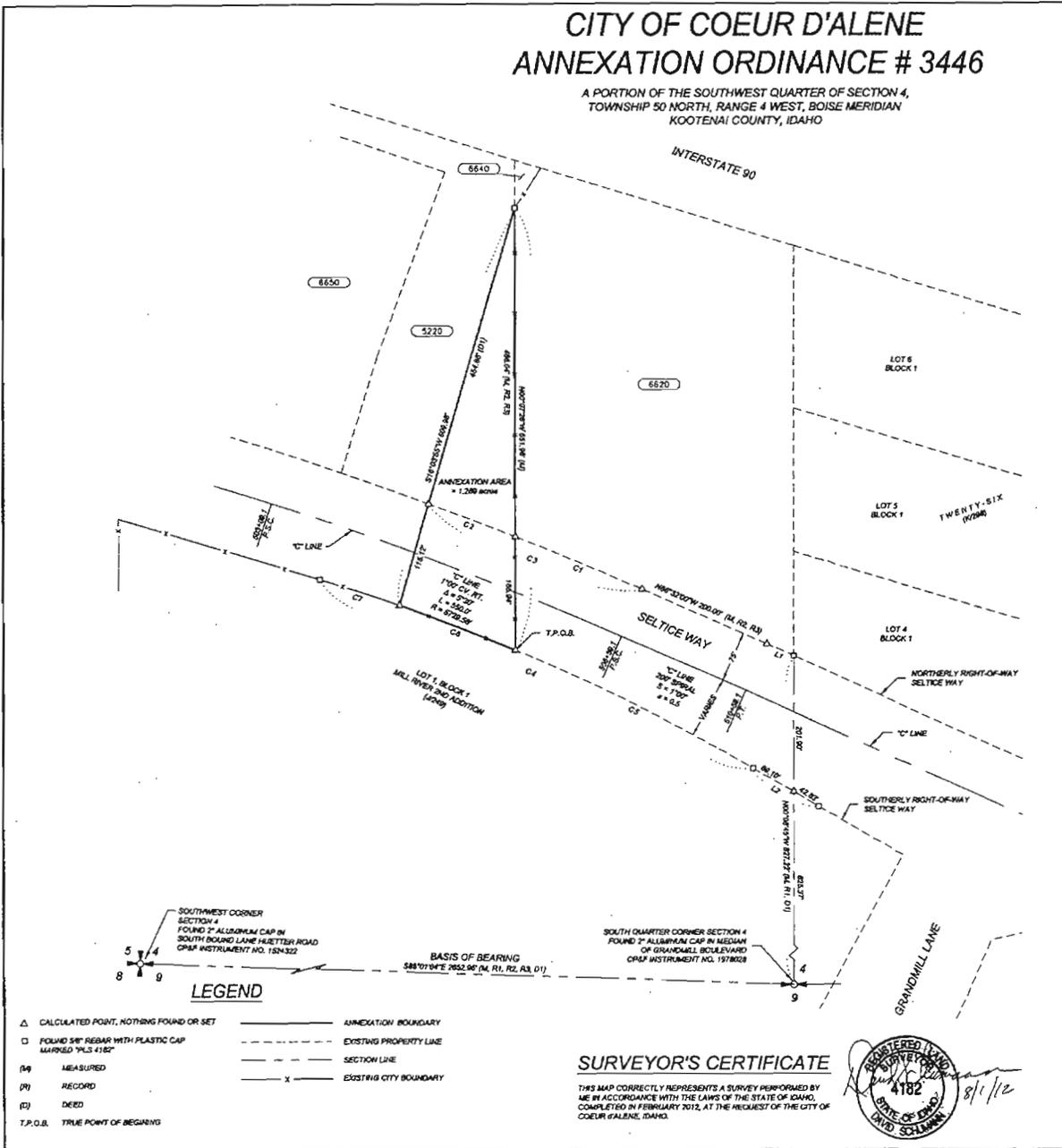
thence along said southerly right-of-way and said City Boundary 182.52 feet along a non-target curve to the right, having a radius of 2914.79 feet, a central angle of 3°35'16", and a long chord bearing South 68°51'33" East a distance of 182.49 feet to the **TRUE POINT OF BEGINNING**;

said parcel contains 1.269 acres, more or less.



CITY OF COEUR D'ALENE ANNEXATION ORDINANCE # 3446

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 4,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN
KOOTENAI COUNTY, IDAHO



BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 4, SHOWN AS SOUTH 88°10'14" E ON RECORD OF SURVEY RECORDED AT BOOK 23 OF SURVEYS, PAGE 162, RECORDS OF KOOTENAI COUNTY, IDAHO.

NOTE

THERE WAS NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THIS PROPERTY, NOR ANY NON-RECORDED EASEMENTS, EXCEPT FOR THOSE SHOWN HEREON.

REFERENCE DOCUMENTS

- (R1) RECORD OF SURVEY PREPARED BY LAKE CITY ENGINEERING, INC. AND RECORDED AT BOOK 22 OF SURVEYS, PAGE 281, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R2) RECORD OF SURVEY PREPARED BY LAKE CITY ENGINEERING, INC. AND RECORDED AT BOOK 23 OF SURVEYS, PAGE 162, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R3) RECORD OF SURVEY PREPARED BY LAKE CITY ENGINEERING, INC. AND RECORDED AT BOOK 23 OF SURVEYS, PAGE 184, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (D1) WARRANTY DEED RECORDED AS INSTRUMENT NUMBER 2384228000, RECORDS OF KOOTENAI COUNTY, IDAHO.

ANNEXATION DESCRIPTION

A PARCEL OF LAND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 4, MARKED BY A 2" ALUMINUM CAP PER C.P.M. INSTRUMENT NUMBER 1978028;
 THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4 NORTH 00°08'48" EAST A DISTANCE OF 625.37 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SELCTICE WAY;
 THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY NORTH 68°22'51" WEST A DISTANCE OF 66.10 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182";
 THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY 381.25 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 2814.78 FEET, A CENTRAL ANGLE OF 1°41'27", AND A LONG CHORD BEARING NORTH 83°13'22" WEST A DISTANCE OF 390.95 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE EXISTING CITY BOUNDARY FOR THE CITY OF COEUR D'ALENE;
 THENCE ALONG SAID CITY BOUNDARY FOR THE CITY OF COEUR D'ALENE NORTH 00°07'26" WEST A DISTANCE OF 651.88 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182";
 THENCE LEAVING SAID CITY BOUNDARY SOUTH 14°03'59" WEST A DISTANCE OF 608.84 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF SELCTICE WAY, SAID POINT ALSO BEING ON SAID CITY BOUNDARY;
 THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY AND SAID CITY BOUNDARY 1612.30 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2814.29 FEET, A CENTRAL ANGLE OF 1°35'15", AND A LONG CHORD BEARING SOUTH 08°51'23" EAST A DISTANCE OF 1182.49 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.289 ACRES, MORE OR LESS.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1 (R2, R3, D1)	261.52	2814.58	1°55'54"	261.22	N67°45'59"W
C2	136.04	6604.58	1°20'34"	136.03	N69°54'52"W
C3	327.37	6604.58	3°19'48"	327.32	N67°30'15"W
C4 (R, R)	664.78	2814.77	13°41'47"	665.17	N68°12'22"W
C5	281.25	2814.77	7°41'27"	280.85	S83°13'22"E
C6	182.52	2814.77	3°35'16"	182.49	S88°15'23"E
C7	123.01	2814.77	2°35'05"	123.00	S71°15'43"E

LINE TABLE		
LINE	LENGTH	BEARING
L1 (R, R, R, D1)	43.03	N48°35'23"W
L2 (R, R)	111.97	S87°22'51"E



- LEGEND**
- △ CALCULATED POINT, NOTHING FOUND OR SET
 - FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182"
 - (M) MEASURED
 - (R) RECORD
 - (D) DEED
 - T.P.O.B. TRUE POINT OF BEGINNING
 - ANNEXATION BOUNDARY
 - - - EXISTING PROPERTY LINE
 - SECTION LINE
 - - - EXISTING CITY BOUNDARY

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY PERFORMED BY ME IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO, COMPLETED IN FEBRUARY 2012, AT THE REQUEST OF THE CITY OF COEUR D'ALENE, IDAHO.



LAKE CITY ENGINEERING
2008 N. SCHREIBER WAY, STE 4
COEUR D'ALENE, ID 83215
208.676.0230

DRAWING BY: SMA
CHECKED BY: DES / DCO
SCALE: 1" = 100'
DATE: 7/3/12
JOB NO: LCE11-024

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

A. INTRODUCTION

This matter having come before the City Council on July 17, 2012, and there being present a person requesting approval of ITEM A-2-12, a request for zoning prior to annexation from County Light Industrial to the City C-17 (Commercial -17) zoning district.

LOCATION: +/- .88 ACRES KNOWN AS A TRIANGULAR PARCEL ABUTTING THE WEST BOUNDARY OF THE MILL RIVER SENIORS APARTMENTS

APPLICANT: THE CITY OF COEUR D'ALENE

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 mobile home, single-family and multi-family residential, commercial and vacant land.
- B2. That the Comprehensive Plan Map designation is Transition and Stable Established.
- B3. That the zoning is County Light Industrial.
- B4. That the notice of public hearing was published on June 30, 2012, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That 6 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on June 29, 2012.
- B7. That public testimony was heard on July 17, 2012 including:

Planner Tami Stroud:

Ms. Stroud described the location of the property and presented the staff report. She explained that the applicant was seeking annexation for an approximate .88 acre parcel and is seeking C-17 zoning for the property. She indicated that the Comprehensive Plan designation for the property is Transition and outlined the availability of public services, topography of the site and the impact on surrounding neighborhoods as outlined in the staff report.

- B8. That this proposal **is** in conformance with the Comprehensive Plan policies.

We find that the proposed C-17 zoning for the subject property is consistent with the Comprehensive Plan. The plan designates this area as Transition. Transition areas are those areas where the character of the neighborhood is in transition and the number of building lots and general land use is expected to change during the planning period. In this instance, the requested zoning, C-17, is consistent with the

zoning within the City in this area and is less intense than the existing County zoning. We find that by zoning the subject property consistent with the adjacent city zoning, the city is meeting Comprehensive Plan objectives 1.12, 1.14, 3.05 and 3.16.

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

The staff report indicates that public facilities and utilities are available to the subject property, which will be owned by the City and used for providing sewer service to properties north of the subject property.

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

Based on the staff report we find that the site slopes north towards I-90. This grade would not prevent the use of the property in a manner contemplated by the requested C-17 zoning.

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

As discussed earlier, the proposed zone is consistent with the city zoning in the area and is less intense than the existing county zoning. Additionally, the staff report indicates that the proposed use will not have any traffic impact. As such, we find that this proposal will not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character or existing land uses.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of **THE CITY OF COEUR D ALENE** for zoning prior to annexation, as described in the application should be **(approved) (denied) (denied without prejudice)**.

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

ROLL CALL:

Council Member Gookin	Voted _____
Council Member Edinger	Voted _____
Council Member Goodlander	Voted _____
Council Member McEvers	Voted _____
Council Member Adams	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

PUBLIC HEARINGS

**CITY COUNCIL
STAFF REPORT**

FROM: TAMI A. STROUD, PLANNER
DATE: AUGUST 7, 2012
SUBJECT: A-4-12 –ZONING IN CONJUNCTION WITH ANNEXATION FROM COUNTY HIGH DENSITY RESIDENTIAL TO THE CITY R-5 (Residential at 5 units/acre) ZONING DISTRICT.
LOCATION: +/- .234 ACRE PARCEL LOCATED AT 1354 SILVER BEACH ROAD

Applicant/Owner
Scott Stevens
1354 Silver Beach Road
Coeur d’Alene, ID 83814

DECISION POINT:

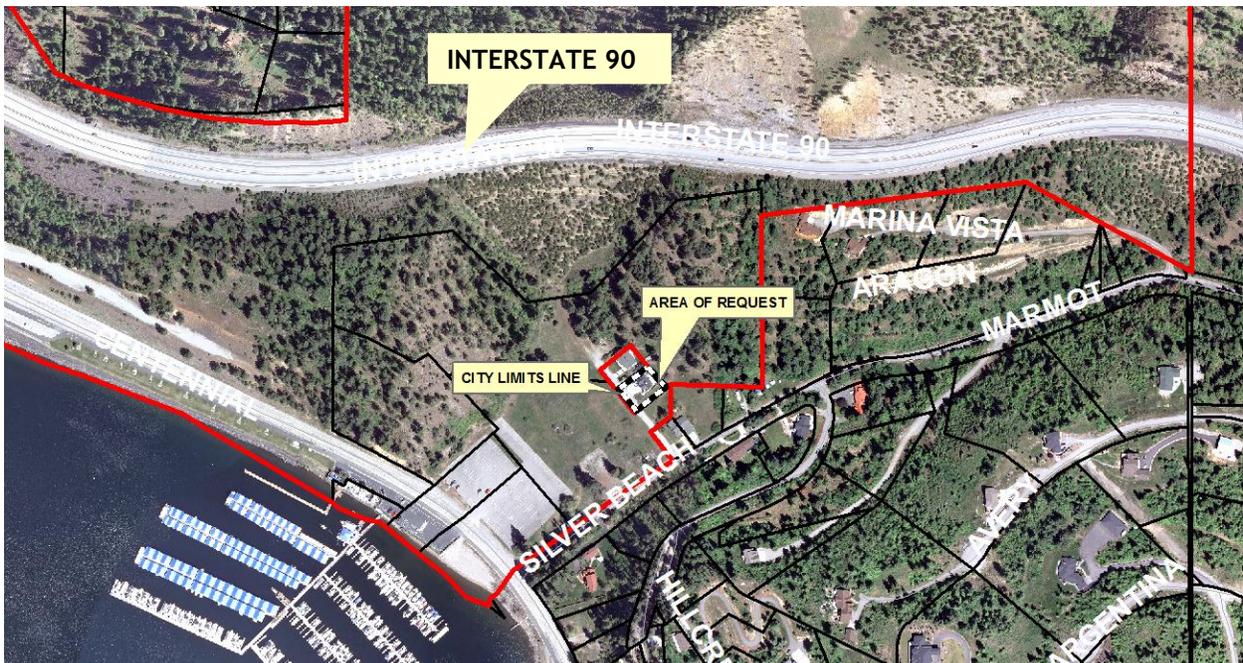
Scott Stevens is requesting approval of zoning in conjunction with annexation from County High Density Residential to City R-5 (Residential at 5 units/acre) zoning district.

GENERAL INFORMATION:

The purpose of the request is to annex the County parcel into the City R-5 (Residential at 5 units/acre) zoning district.

The subject property is within the Area of City Impact Boundary.

Aerial photo:



PERFORMANCE ANALYSIS:

Proposed Zoning: Residential R-5:

This district is intended as a residential area that permits single-family housing at a density of 5 dwelling units per gross acre.

This district is intended for those areas of the city that are developed at this density or are preferably developed at this density because of factors such as vehicular access, topography, flood hazard and landslide hazard.

17.05.082: PERMITTED USES; PRINCIPAL:

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

- Administrative.
- Essential service (underground).
- "Home occupation", as defined in this title.
- Neighborhood recreation.
- Public recreation.
- Single-family detached housing.

17.05.083: PERMITTED USES; ACCESSORY:

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

- Accessory dwelling units.
- Garage or carport (attached or detached).
- Open areas and swimming pools.
- Outside storage when incidental to the principal use.
- Private recreation facility (enclosed or unenclosed).
- Temporary construction yard.
- Temporary real estate office.

17.05.084: PERMITTED USES; SPECIAL USE PERMIT:

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

- Bed and breakfast facility.
- Commercial film production.
- Community assembly.
- Community education.
- Community organization.
- Convenience sales.
- Essential service (aboveground).
- Noncommercial kennel.

Evaluation:

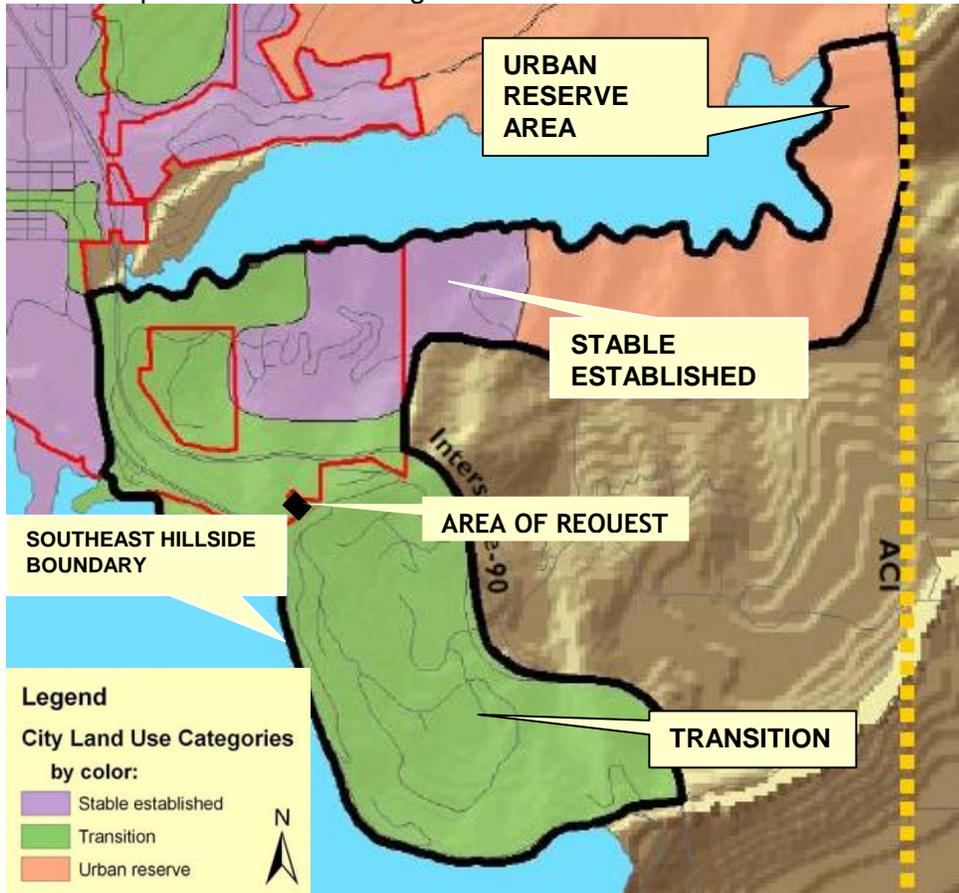
The R-5 zone allows a residential density of 5 units by right. Minimum lot size in the R-5 zoning district is 8,500 SF/du. The subject property is 10,193 SF which meets the minimum lot size in the R-5 zoning district.

The zoning pattern (see zoning map on page 2) in the surrounding area shows Hagadone Hospitality LLC C-17 Limited PUD surrounding the subject property.

FINDING ANALYSIS:

Finding #B8: THAT THIS PROPOSAL (IS) (IS NOT) IN CONFORMANCE WITH THE COMPREHENSIVE PLAN POLICIES.

2007 Comprehensive Plan designation –Transition- SE Hillside



Stable Established:

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

Transition:

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

Urban Reserve:

These areas represent lower priorities for city growth due to natural constraints such as topography, soils, and wetlands. They also have city service constraints such as water, sewer, and police and fire protection.

SE Hillside Tomorrow

This area is generally envisioned to be a sparsely developed area with preservation of its natural vegetation, views and vistas, with open space being the main priority. Where development occurs, it will be lower density residential.

The characteristics of SE Hillside neighborhoods will be:

- That overall density in this area will be approximately one dwelling unit per ten acres (1:10). However, in any given development, higher densities up to three units per acre (3:1) are appropriate where site access is gained without significant disturbance, terrain is relatively flat, natural landforms permit development, and where development will not significantly impact views and vistas.
- Infrastructure needs will guide development.
- Large natural open spaces will require careful planning for wildfire mitigation.
- Developments within the Fernan Lake Watershed should reflect careful consideration of ensuring water quality and preserving visual aesthetics.
- Clustering of smaller lots to preserve large connected open space areas as well as views and vistas are encouraged.
- Incentives will be provided to encourage clustering.
- Open space preservation is preferred.

Significant policies:

- Objective 1.01 - Environmental Quality:
Minimize potential pollution problems such as air, land, water, or hazardous materials.
- Objective 1.02 - Water Quality:
Protect the cleanliness and safety of the lakes, rivers, watersheds, and the aquifer
- Objective 1.05 - Vistas:
Protect the key vistas and view corridors of the hillsides and waterfronts that make Coeur d'Alene unique.
- Objective 1.08 –Forests & Natural Habitats:
Preserve native tree cover and natural vegetative cover as the city's dominant characteristic.
- Objective 1.10 – Hillside Protection:
Protect the natural and topographic character, identity, and aesthetic quality of hillsides.
- Objective 1.13 - Open Space:
Encourage all participants to make open space a priority with every development and annexation.
- Objective 1.14 - Efficiency:
Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.
- Objective 1.17 - Hazardous Areas:
Areas susceptible to hazardous conditions (e.g. flooding, landslides, earthquakes, etc.) should be left in a natural state unless impacts are mitigated
- Objective 2.02 - Economic & Workforce Development:
Plan suitable zones and mixed-use areas, and support local workforce development and housing to meet the needs of business and industry.
- Objective 3.05 - Neighborhoods:
Protect and preserve existing neighborhoods from incompatible land uses and developments.
- Objective 3.06 - Neighborhoods:
Protect the residential character of neighborhoods by allowing residential/commercial/industrial transition boundaries at alleyways or along back lot lines if possible.
- Objective 3.12 - Education:
Support quality educational facilities throughout the city, from the pre-school through the university level
- Objective 3.16 - Capital Improvements:
Ensure infrastructure and essential services are available prior to approval for properties seeking development.

- Objective 4.01 - City Services:
Make decisions based on the needs and desires of the citizenry.
- Objective 4.02 - City Services:
Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling, and trash collection).
- Objective 4.06 - Public Participation:
Strive for community involvement that is broad-based and inclusive, encouraging public participation in the decision-making process.

Evaluation: The City Council must determine, based on the evidence 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.

Finding #B9: THAT PUBLIC FACILITIES AND UTILITIES (ARE) (ARE NOT) AVAILABLE AND ADEQUATE FOR THE PROPOSED USE.

SEWER: Public Sewer is not available to this property.

Evaluation: At this time, public sewer availability for this applicant is probably too costly for the applicant to pursue as the public connection point currently is at the South 300 block of 23rd Avenue (6,000 ft. away). This is because-

- The property that surrounds this applicant's property is tied in with the annexation agreement of the Resort Golf Course in which public sewer was only to be provided for a portion of the 6,000-foot length needed to reach the Silver Beach. Approximately 4,000 ft of public sewer is to be constructed at such time that the Hagadone Hospitality Co. Silver Beach property is developed (by the same)
- Even when the above occurs, public sewer requirement costs for this applicant (upgrades needed to the private lift station and private force main) will be extremely prohibitive from such a small amount of property.

Comments submitted by Don Keil, Utility Project Manager

WATER:

There are no existing water mains, domestic services or fire hydrants near the residence in question. If owner desires service or fire protection, he will need to extend a main from the Terraces to and across the property frontage by way of road/street right-of-way or easement at his expense. Mains and services will not be permitted to cross adjacent private property.

Comments submitted by Terry Pickel, Assistant Superintendent

TRAFFIC:

The ITE Trip Generation Manual estimates the subject property could generate approximately 9.55 trips per day, or, an average one (1) ATD during peak A.M. and P.M. peak hour periods.

Evaluation

The traffic generation numbers for a one (1) lot residential annexation are insignificant and will not impact the adjacent roadways.

STREETS:

The area proposed for annexation does not adjoin or have frontage on a public street.

Evaluation:

Access is via a driveway that crosses an adjoiner's property. There were no easement submittals with the application for annexation to provide proof of legal, unobstructed access to the subject property.

Submitted by Chris Bates, Engineering Project Manager

FIRE:

There are no water/hydrants for fire protection.

Submitted by Brian Keating, Fire Inspector

Evaluation: The City Council must determine, based on the evidence before them, that public facilities and utilities are or are not available and adequate for the proposed use.

Finding #B10: THAT THE PHYSICAL CHARACTERISTICS OF THE SITE (MAKE) (DO NOT MAKE) IT SUITABLE FOR THE REQUEST AT THIS TIME.

The subject property is level and does not contain any topographic constraints. There is currently a single family dwelling unit and two accessory structures on the +/- 10,193 SF parcel.

The applicant does not comply with the Kootenai County Building code and did not obtain necessary county permits for several structures on the site. He has not had a final inspection nor been issued a certificate of occupancy for the single-family dwelling.



Evaluation: The City Council must determine, based on the evidence before them, whether the physical characteristics of the site make it suitable for request at this time.

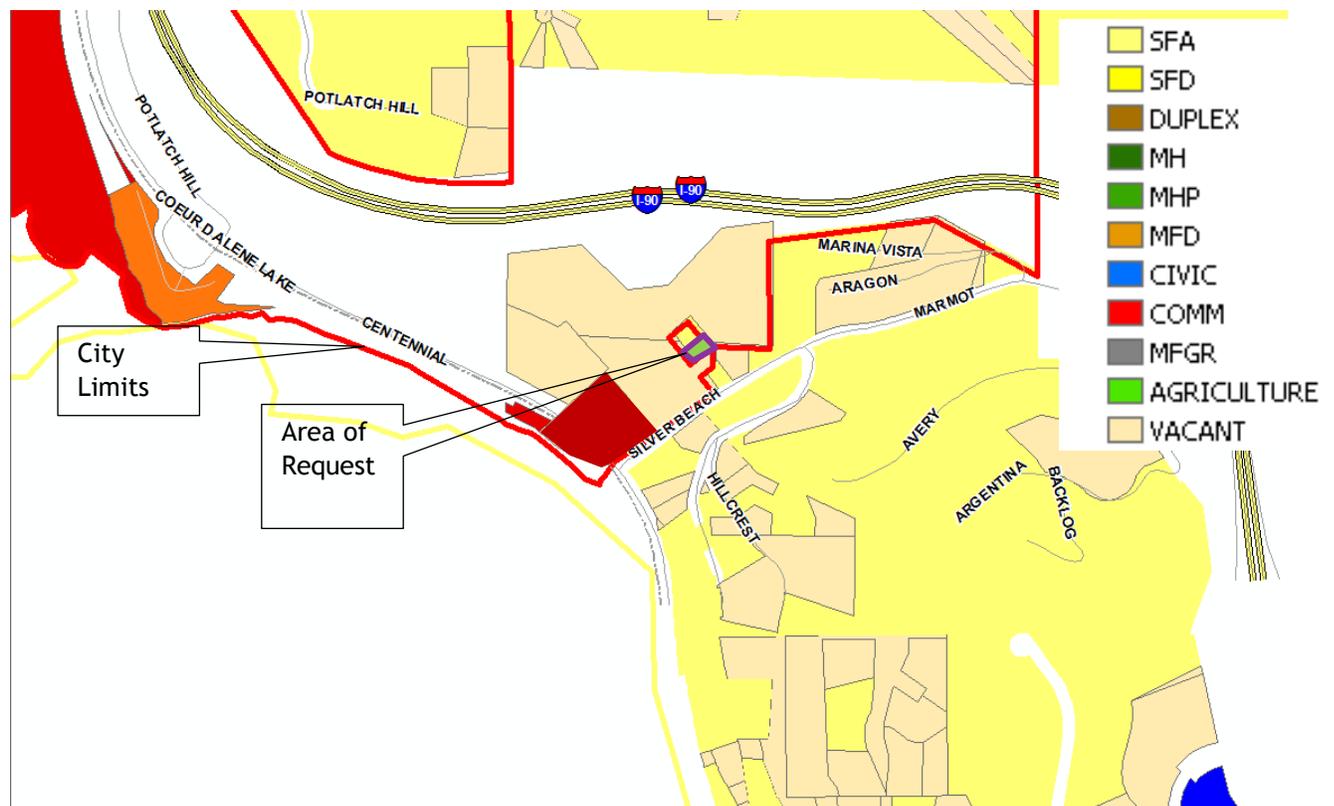
Finding #B11: THAT THE PROPOSAL (WOULD) (WOULD NOT) ADVERSELY AFFECT THE SURROUNDING NEIGHBORHOOD WITH REGARD TO TRAFFIC, NEIGHBORHOOD CHARACTER, (AND) (OR) EXISTING LAND USES.

Existing land uses in the area include residential-single family and multi-family, commercial, commercial recreation and civic.

Previous actions in surrounding area:

1. A-1-04/PUD-2-04- Annexation & PUD approved February 10, 2004. (See zoning map page 2.)

C. Generalized land use.



ITEMS RECOMMENDED FOR AN ANNEXATION AGREEMENT:

WASTEWATER:

1. The approval of this annexation will require the need to provide the public sewer force main from the east side of the Terraces to the subjects property and obligate the applicant to the money necessary to upgrade Hagadone's private lift station to be a public lift station (as found in the Resort Golf Course annexation agreement).

ACTION ALTERNATIVES:

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

JUSTIFICATION

Please use this space to state the reason(s) for the requested annexation and include comments on the 2007 Comprehensive Plan Category, Neighborhood Area, and applicable Special Areas and appropriate goals and policies and how they support your request.

This request for annexation is supported by the following reasons.

The area is largely undeveloped with some subdivisions, this is an existing home measuring 85x120 and follows the desired overall density in this area. Appropriate density ranges from one dwelling unit per 10 acres (1:10) to a higher density of three units per acre (3:1) this property falls in the middle at 5 dwelling units per gross acre. This also falls into the minimum lot size of 8,500 sq ft per dwelling unit. As per the 2007 comprehensive plan this existing home is sited appropriately and gains access by an existing road, the terrain is flat & will not significantly impact views or vistas. This home is clustered next to only 1 additional home.

Applicant: Scott Stephens
Location: 1354 S. Silver Beach
Request: A proposed 0.234 acre annexation from County HDR
(High Density Residential) to City R-5 (Residential at 5 units/acre)
QUASI-JUDICIAL (A-4-12)

Planner Stroud presented the staff report and answered questions from the Commission.

Commissioner Bowlby inquired how the County HDR (High Density Residential) zoning district compares to city R-5.

Planner Stroud referred that question to the applicant representative.

Public testimony open:

Brenda Burke, applicant representative, 1820 Seltice Way, stated that the applicant intends to sell his home and because the home was built too close to the property, it makes the home non-compliant with the county. She explained by annexing the property into the city, the home would meet the current setbacks. She added that the staff report indicates that sewer and water is not available, which is fine with the applicant, who is currently using a private well.

Commissioner Messina inquired if the applicant is aware of the condition in the staff report stating that the applicant will be required to provide the public sewer force main from the east side of the Terraces to the subject property. He stated this could be costly.

Deputy City Attorney Wilson explained that the condition is a recommendation to council and if approved will be part of the annexation agreement.

Commissioner Messina inquired if the applicant would receive a Certificate of Occupancy (CO) from the city building department if the property was not in compliance with the county.

Deputy City Attorney Wilson explained that before a CO is issued, the building department will have to do an inspection and that those building permit issues would need to be resolved before an annexation agreement is approved.

Chairman Jordan stated that he is familiar with those homes and questioned how the applicant built the home without permits.

Ms. Burke explained that the applicant built the home without getting the appropriate permits and in order to sell the home, a CO is necessary. She stated the applicant is aware of this mistake and will do the necessary steps to be in compliance which is why this annexation is necessary, so the applicant doesn't have to tear down part of his home.

Commissioner Bowlby inquired if it is unusual for the city to annex a property without utilities?

Deputy City Attorney Wilson stated that this is not an unusual request and cited a few examples in the city.

Commissioner Messina inquired if the applicant's septic system fails, would he be required to use city services.

Deputy City Attorney Wilson commented that if that happens, the city would require the applicant to use city services, with a deadline when that would happen.

Public testimony closed:

DISCUSSION:

Commissioner Bowlby questioned if approving this request will it make problems for the city in the future.

Commissioner Messina stated that he is comfortable with the annexation knowing that the applicant is aware of the condition in the staff report regarding water and sewer. He explained that finding B-8 requires the necessary comp-plan polices supporting an approval and feels that none of the polices listed will support an approval.

Deputy City Attorney Wilson explained that part of the approval is if the zone chosen for the property is appropriate.

Chairman Jordan commented that he would approve this request, as the subject property is surrounded by city property and it makes sense.

Commissioner Messina concurs and feels that the annexation is the right decision, but is having a problem with providing the necessary polices listed in the comprehensive plan to support the approval.

Chairman Jordan suggested if the commission concurs, that staff could prepare the findings.

The commission concurred and would like staff to prepare the findings.

Motion by Messina, seconded by Evans, to approve Item A-4-12 and direct staff to prepare the findings. Motion approved.

ROLL CALL:

Commissioner Bowlby	Voted	Aye
Commissioner Evans	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Luttrupp	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 June 12, 2012, and there being present a person requesting approval of ITEM A-4-12, a request for Zoning in conjunction with annexation from County High Density Residential to City R-5 (Residential at 5 units/acre) zoning district.

LOCATION: +/- .234 ACRE PARCEL LOCATED AT 1354 SILVER BEACH ROAD

APPLICANT: SCOTT STEVENS

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

- B1. That the existing land uses are residential-single family and multi-family, commercial, commercial recreation and civic.
- B2. That the Comprehensive Plan Map designation is Transition.
- B3. That the zoning is County High Density Residential
- B4. That the notice of public hearing was published on May 26, 2012, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That 6 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on May 25, 2012.
- B7. That public testimony was heard on June 12, 2012 including:

City Planner Tami Stroud.

Ms. Stroud presented the staff report and outlined the comprehensive plan designation for the property and reviewed the findings necessary for approval. She noted that applicant is seeking annexation of his existing single family residence. There is currently no public sewer and water in the area but will be extended to the area in the future. The applicant will need to connect in the

future at a potentially significant cost.

Brenda Burke, 2600 E. Seltice Way, Post Falls.

Ms. Burke testified on behalf of the applicant that the owner of the property is seeking to annex his single family residence to bring it into compliance. The property does not meet the County's setback requirements and the only way to resolve that issue, without removing structures, is to annex the property. She noted that the existing buildings do meet the City's setback requirements and the property is more consistent with city development than county development.

B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:

The comprehensive plan designates this property as part of the SE Hillside area. The SE Hillside area typically anticipates relatively low overall density (1 unit per 10 acres). However, for any given development higher levels of density are appropriate where access is gained without significant disturbance, the terrain is relatively flat, and natural landforms permit development, and the development will not significantly impact views and vistas. Additionally, clustering of smaller lots to preserve large connected open spaces, view and vistas is encouraged. In this instance, the subject property is an existing single family residence that is clustered with another existing residence that is surrounded by an existing PUD that was adopted, in part, to protect views and vistas. The site is accessed without any additional disturbance and is relatively flat. As such, we find that the requested R-5 zoning (prior to annexation) is consistent with the comprehensive plan.

B9. That public facilities and utilities are available and adequate for the proposed use. This is based on:

Based on the staff report and testimony at the hearing, public water and sewer are not available at the property at this time but will be extended in the future. These utilities will be extended to the area with the development of the Silver Beach site by Hagadone Hospitality as part of an approved PUD. Until that time, the property will continue to be served by a private septic system and well. We find that because the utilities can be extended to the property, that this finding is met.

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

Based on the staff report, the topography is relatively flat and does not limit use or development of the property. As such, we find that the physical characteristics do make it suitable for the

requested zoning.

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

Based on the staff report and the testimony at hearing, we find that the proposed zoning will not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character or existing land uses because the property is already fully developed with an existing single family residence. The proposal would not change this nature of this use other than annexing it into the City.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of **SCOTT STEPHENS** for zoning in conjunction with annexation, as described in the application should be approved.

Suggested provisions for inclusion in an Annexation Agreement are as follows:

The approval of this annexation will require the need to provide the public sewer force main from the east side of the Terraces to the subjects property and obligate the applicant to the money necessary to upgrade Hagadone's private lift station to be a public lift station (as found in the Resort Golf Course annexation agreement).

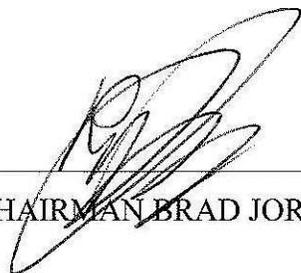
Motion by Messina, seconded by Evans, to adopt the foregoing Findings and Order.

ROLL CALL:

Commissioner Bowlby	Voted Yes
Commissioner Evans	Voted Yes
Commissioner Luttrupp	Voted Yes
Commissioner Messina	Voted Yes

Commissioners Haneline and Soumas were absent.

Motion to approve carried by a 4 to 0 vote.



CHAIRMAN BRAD JORDAN

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

A. INTRODUCTION

This matter having come before the City Council on, August 7, 2012, and there being present a person requesting approval of ITEM A-4-12, a request for Zoning in conjunction with annexation from County High Density Residential to City R-5 (Residential at 5 units/acre) zoning district.

LOCATION: +/- .234 ACRE PARCEL LOCATED AT 1354 SILVER BEACH ROAD

APPLICANT: SCOTT STEPHENS

**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 and multi-family, commercial, commercial recreation and civic.

- B2. That the Comprehensive Plan Map designation is Transition.

- B3. That the zoning is County High Density Residential

- B4. That the notice of public hearing was published on, July 21, 2012, which fulfills the proper legal requirement.

- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.

- B6. That 6 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on July 20, 2012.

- B7. That public testimony was heard on August 7, 2012.

- 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 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 **SCOTT STEPHENS** for zoning in conjunction with annexation, as described in the application should be **(approved)** **(denied)** **(denied without prejudice)**.

Suggested provisions for inclusion in an Annexation Agreement are as follows:

The approval of this annexation will require the need to provide the public sewer force main from the east side of the Terraces to the subjects property and obligate the applicant to the money necessary to upgrade Hagadone's private lift station to be a public lift station (as found in the Resort Golf Course annexation agreement).

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

ROLL CALL:

Council Member Gookin	Voted _____
Council Member Edinger	Voted _____
Council Member Goodlander	Voted _____
Council Member McEvers	Voted _____
Council Member Adams	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

Silver Beach Zoning Letter

To Whom it may concern

RE: Scott Stevens Request of Zoning in conjunction with Annexation from County High Density Residential (HDR)
TO City R5 Residential at 5 units per / acre zoning district.
Property located at 1354 Silver Beach Road. With the Public hearing scheduled for August 7th 6:00 PM

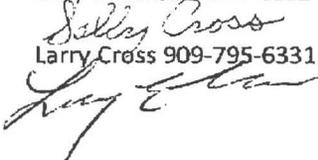
My name is Sally Cross and I own the property next door to Mr. Scott Stevens My address is 1356 Silver Beach Road, Mr. Stevens was the developer of my property and the builder of my home originally, although I am not the original purchaser.

I do not wish for this zoning Change to include my property, Or His for that matter for the following reasons.

- (1) I Am currently taxed as a county property and do not wish to participate in any future possible assessments for city projects such as sewer ,water , ECT.
- (2) I currently Share a water well system with Mr. Stevens For witch Mr. Stevens has never provided a shared well agreement, and in fact has shut the water of to my lawns in order to provide more water for his own use. As recently as this month July 2102 . While I was in California due to health concerns, I Am 81 years old and Widowed.
- (3) There is no good reason (well maybe there is in his eyes) for the annexation and re zoning of such small property's .234 acres, Except that he currently has an illegal structure per the County set back requirements of 10 feet, compared to in the City under this R5 zoning would be only 5 feet, Also there may be other problems for Mr. Stevens with the county with regards to other County violations.
- (4) Both houses are already built and both homes are Nice homes with no room for expansion on our small lots.
- (5) We only have a small gravel road for access for both Myself and Mr. Stevens on witch we are the only residents.

I could continue but I think this should be enough information.
You may contact either myself or my son Larry Cross If you have any further questions
As stated earlier I have some health issues and have granted power of attorney to my son Larry
So That he may act as my representative.
Once again I would request that this re zoning application be denied.

Sincerely
Sally Cross 909-446-1102
Larry Cross 909-795-6331



OTHER BUSINESS

RESOLUTION NO. 12-035

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE 2012 EMPLOYEE SEPARATION INCENTIVE - LETTER OF AGREEMENT(s) (LOA).

WHEREAS, in an effort to review and conserve resources that would result in a reduction of Personnel costs for Fiscal year 2012-2013, the City extended a Separation Incentive to employees with a separation date certain and who met required criteria.

WHEREAS, it is deemed to be in the best interest of the City of Coeur d'Alene and the citizens thereof to enter into the 2012 Employee Separation Incentive - Letter of Agreement(s) pursuant to the terms and conditions set forth in each separate LOA, which are attached hereto as Exhibit "1" and by reference made a part hereof; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into the 2012 Employee Separation Incentive – Letter of Agreement(s), with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said LOA's to the extent the substantive provisions of the Contract remain intact.

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

DATED this 7th day of August, 2012.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.