

Coeur d'Alene

CITY COUNCIL MEETING

August 19, 2008

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

**A CONTINUED MEETING OF THE
COEUR D'ALENE CITY COUNCIL
HELD AUGUST 5, 2008 AT 4:00 P.M.
IN THE LIBRARY COMMUNITY ROOM**

The City Council of the City of Coeur d'Alene met in continued session in the Library Community Room at 4:00 p.m. on August 5, 2008 there being present upon roll call a quorum.

Sandi Bloem, Mayor

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

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

BUDGET WORKSHOP: Finance Director Troy Tymesen presented an Executive Overview of the proposed budget. He reported that the proposed upcoming fiscal year's budget totals \$77,234,109. Mr. Tymesen recapped the priorities set by the City Council and the priorities set by the City's Enterprise Funds. In reviewing the revenues from new construction valuation, the projected valuation is at \$120,525,132 compared to last year's new construction valuation of \$199,915,540. He recommended that the Council take the 3% budget increase, the new growth valuation, plus \$200,000 from forgone taxes for the ADA required sidewalk project. He noted that the total increase from the 3% budget increase and new construction valuation adds \$880,929 to this year's budget. He noted that the preliminary levy rate will be \$4.65/\$100,000 valuation compared to \$3.98/\$100,000 valuation last year.

Mr. Tymesen noted that the entire financial plan is on the City's web site at www.cdavid.org and invited residents to review the proposed budget.

He recommended that considering the current economic times that no additional staffing be hired during this fiscal year (excluding the position for the ADA required sidewalk replacements). Mr. Tymesen noted that there is an increase in the City's overlay program. He believes that at this point he cannot recommend any new staffing positions be added to the budget and also recommended putting a hold on immediately hiring for any staff positions vacated during the coming fiscal year.

He did propose that the Library be budgeted \$40,000 for additional part time staff by reducing the budget for books by \$15,000, and making the \$25,000 deficit up in tax revenue and filling Parks Department part time staffing needs by \$18,000. All of this could be accomplished by reducing Street Dept. part time staffing budget by \$43,000.

Mr. Tymesen explained why certain funds cannot be used on anything but what it has been dedicated for such as enterprise funds, impact fees, trust and agency funds.

COUNCIL DISCUSSION: Councilman Hassell questioned the increase in software licensing. City Clerk Susan Weathers explained that this is to cover the update to the Springbrook software program that is used for utility billing. Councilman Bruning asked about the decrease in grant writing services. Finance Director Troy Tymesen responded that although this line item had been removed from the budget, the City could use individual department professional services accounts if there were a need to contract for a grant writer. Councilman Goodlander asked the Fire Department if their increase in fuel is adequate to cover the increasing costs of fuel. Fire Chief Kenny Gabriel responded that he is confident that his department can cover the rising cost of fuel with the budgeted amount by changing the number of response vehicles depending on the type of call the Fire Dept. receives.

Councilman Kennedy commented that a recent editorial in the Coeur d'Alene called the City reckless and financially irresponsible with the coming year's budget. He noted that the "facts" used in the editorial were inaccurate with the article recommending the City use budget funds illegally such as using the dedicated impact fees on items other than what it is legally required to be used for. Additionally he noted that it would be wiser to build a park with the dedicated parks capital improvement funds today because it would cost less than waiting a few years since these funds cannot be used for anything other than parks.

Councilman Kennedy also commented the reason why the Wastewater Treatment Plant budget contains improvements to the plant is because the City is required by the Federal Government to meet certain discharge standards which incidentally have been set higher for our City than any other municipality in the United States.

Councilman McEvers asked if the value of his home is down, and the levy rate went up, does he pay more in property taxes. Finance Director Troy Tymesen responded that it depends on his homeowners exemption.

Councilman Goodlander asked Chief Longo what it costs the City to send an officer to POST. Chief Longo responded that it typically costs \$7,000 per officer to train at the Police Officers Standard Training (POST) in Meridian, Idaho. That is why he is proposing to have a POST academy be established through NIC which would save \$1,000 per officer in training costs. Councilman Goodlander asked how long does it take from the time we hire a new officer, complete training and to having the officer in full active duty. Chief Longo responded that because of the cutback on the number of

training sessions now held at the POST Academy, it takes the City up to a year from the date of hire to when the officer would be patrolling our City streets.

Councilman Kennedy commented that the ADA sidewalk abatement funding would be doing double duty in the Street Department. Mr. Tymesen explained that this is a great example of synergy between responsibilities in different departments in that personnel used in the summer months for ADA abatement project will be used in winter months for snow removal. This is similar in how we utilize staff for stormwater maintenance and winter snow removal. Street Superintendent Tim Martin added that a committee will be formed to prioritize the sidewalk replacement needs throughout the City with their recommendations being made prior to the end of this year.

Mayor Bloem asked about the Police Retirement Account. Mr. Tymesen responded that this is a retirement fund for police officers that retired in the early 1970's. Since it is not fully funded, general funds must be used to balance the fund.

She asked if the City's Fund Balance is healthy. Mr. Tymesen responded that the auditors recommend 3 months of City funding and the City has that amount in the Fund Balance.

In regard to Water funding, Mr. Markley noted that the enterprise fund balance had diminished due to major projects that had been required. This year, there are no major projects planned which would help build that fund's balance back up. Mr. Tymesen added that the City's Water Enterprise fund has no debt so any projects completed are paid in full.

Mr. Tymesen then explained property taxes and occupancy fees. Councilman McEvers asked about when a new building is constructed, how long is it before the City realizes tax revenue from that new building. Mr. Tymesen responded that the Assessor places a valuation at the time a Certificate of Occupancy is issued.

Councilman Kennedy asked Bette Ammon, Library Director, how she anticipates using the \$40,000 for additional part time staffing. She responded that she is looking at reducing business hours of the Library in conjunction with the \$40,000 to provide adequate staffing of the Library.

Councilman Goodlander asked about value of constructing the Landings Park now rather than later and the need for additional staffing for the Parks Dept. Parks Director Doug Eastwood noted that the value of doing the Landings Park now is that the cost of construction is going up each year such as last year the estimated cost of the Landings Park construction was \$800,000 and it is now at \$1,000,000 and which cost would only go up if the City waits to construct the park. He noted that the cost of staff is much less and at the time the maintenance is needed at the park, he hopes he will have staffing available.

Mayor Bloem asked if the annexation fees are specific to any one item. Troy responded that it is not specified and they are used to help maintain the development until property taxes come in.

Councilman Bruning asked Mr. Tymesen to further explain his comments when he suggested holding a position that is vacated for a time but not eliminate that position. Mr. Tymesen responded that the City needs to look at cash flow and if there is not a justified need to immediately fill a vacated position then the City should look at holding off immediately hiring someone to fill that vacated position.

Councilman Goodlander asked Tim Martin, Street Superintendent, about the brine machine and why it was left in the budget. Mr. Martin explained that the benefit of the brine salt machine is the City's ability to have a ready supply for winter snow de-icer material and the cost savings of brine vs. magnesium chloride which had been used in the past for de-icing. Also, it provides an ability for the City to help other communities save money by using the brine machine for their de-icing supply. He added that the machine would pay for itself in savings from the cost of purchasing magnesium chloride over the next three years.

Mr. Tymesen noted that with the Council's consensus staff will amend the preliminary budget as recommended for the additional staffing for the Library and Parks Departments.

In conclusion, as the City's Chief Financial Officer, Mr. Tymesen believes that the City has a fiscally sound and responsible financial plan for next year.

Mayor Bloem noted that the City Council will need to look at different funding sources other than property taxes as several of the City's amenities are used by people that do not pay property taxes such as the use of the City Beach, the trails, and parks.

ADJOURNMENT: Motion by Kennedy, seconded by Bruning that, there being no further business, this meeting is adjourned. Motion carried. The meeting adjourned at 5:30 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM
AUGUST 5, 2008**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Hall August 5, 2008 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem

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

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

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

PUBLIC COMMENTS:

LANDINGS PARK: Brandon Vetter, 3465 Lotze Loop, requested that the City move the tennis courts in the plans for the Landings Park. He believes that this park is in violation of the CC&R's in that it would create offensive and obnoxious noise. He reported that he has organized a petition opposing the revised park plan. He believes that the Parks Department has failed in collaborating with him in regard to the overall park design. Tori Soumas, 3900 Long Meadow Drive, presented a petition for the proposed park to be constructed as decided upon by the majority of the property owners in the Landings. She noted that Mr. Vetter had received signatures on his petition under misleading information. Tracy Soumas, 3900 Long Meadow Drive, supports the proposed park being constructed. Darci Johnson, 3069 Thorndale Loop, clarified that she had personally obtained the signatures on their petition for the revised park plans and did not lie about the design of the park and told Mr. Vetter's side before obtaining the signatures. Pamela Wheeler, 3437 W. Manley Loop, commented on the false statements given by the people from Lotze Loop who were trying to get her to sign their petition. She is disappointed in her neighbors who feel they needed to lie to get their way. Lynn Vershum, 4051 Princetown Lane, understands that when you purchase a home in an undeveloped area that plans will be changed and he supports the current proposed parks plan. Nick Amorin, 3437 Lotze Loop, commented that he has no problem with the parks plan and although Mr. Vetter's group was threatening a law suit. He also commented that the original plan had a parking lot where the basketball court is now located which is preferred. He does not agree in having a law suit because someone wants to move the basketball and tennis courts a few feet. Julie Vetter, 3465 Lotze Loop, commented that

the pledge of allegiance is for “justice for all” and that she wants the park built as they would like. She asked why they should bear the burden of the entire park and wants the park done right. Gayle Ward, 3969 Princetown, would like to see the park built as her home is not worth what she paid for it without the park being built and she would like it built without further delays. Larry Pilcher, 4076 Loxton Loop, has attended the Parks meetings, and agrees with the parks design. He noted that when he attended all the meetings no one objected to the current proposed park. He noted that he heard one person was upset about the location of the basketball courts and so they were moved. He believes that the general consensus of the full neighborhood is to have the park constructed as designed. He would hate to have the park not constructed because someone has threatened to sue because of the location of the basketball court. Ron VanderGriend, 7322 Talon Lane, noted that this neighborhood has a lot of kids, and before he moved to this location he had a park where he could take his kids. He believes that the kids need this park and wants to see the park constructed. Scott McQuski, 3980 Long Meadow Drive, would like to see the park constructed so his children have a safe place to play. Greg Depuis, 2997 W. Thorndale Loop, believes that it is ridiculous to be fighting for this park and it is important to construct the park now rather than waiting. Lou Soumas, 3900 Long Meadow Drive, Coeur d’Alene, is a member of the Board of Directors of the Landings Homeowners Association. He reiterated the strong community support of the development of this park. He noted that the Parks Department presented designs for a possible park in the Landings, and although the Parks Department did not have to do so, they have gone out of their way to change the designs to the wishes of the homeowners. He noted that the final design has full support of 99% of all homeowners in the Landings Subdivision. He added that the neighborhood is also ready to help with whatever is needed such as tree planting to get this park constructed. In conclusion, the Board unanimously supported the amended design. Brian Carey, 3074 Thorndale Loop, expected the park to be completed by now, and with this completion, the value of his home would come back up to what he pays taxes on. Jennifer Johnson, 3539 Manning Loop, recalled that a lady had approached her and her husband about signing her petition, and that this petition would not delay the construction of the park.

SCHOOL IMPACT FEES: Harold Hocker, 1413 E. Spokane Avenue, informed the Council that he has contacted the school district to have builders pay impact fees for schools. He suggested that the Council have a moratorium on the construction of all subdivisions until the State provides for schools to have impact fees. He believes that the citizens are being ripped off by the developers. He also believes that there should not be any further construction until they find out how much water there is in the aquifer.

THE LANDINGS PARK, PHASE I: Motion by Goodlander, seconded by Kennedy to move this item forward on the agenda. Motion carried.

STAFF REPORT: Parks Director, Doug Eastwood, reviewed the history of the Landings Subdivision and the proposed park site. He explained that the original drawings were a concept design for a park and not the final plans. He noted that after several meetings with the Homeowners Association he asked them to decide on one plan for the park, which is the proposed park plan that staff is asking for authorization to go to bid tonight.

He noted that the final plan shows the buffering and fencing behind the basketball and tennis courts to protect the residents abutting this portion of the park. He noted that noise is being mitigated through turf grass, trees, berms and fencing for the residents on Lotze Loop. He presented a side view of the park from the perspective of the homeowners along Lotze Loop. He commented that if the basketball courts and tennis courts were to be pulled away from their present location, it would create too much of a dead space which in turn creates unwelcome activity for the neighborhood. He recommended that the Council move forward with Phase One and authorize staff to go out to bid.

COUNCIL DISCUSSION: Councilman McEvers noted that the residents had purchased their homes 3-4 years ago with the promise of a park, and wanted to know how a park could be promised. Mr. Eastwood responded that several groups of people are involved in the process of the sale of a home beginning with the developer, building contractors, and realtors and through a lack of or missed communication it resulted with the promise to homeowners of a park. Councilman Goodlander asked Mr. Eastwood to explain how the City participates in water conservation. Mr. Eastwood explained the computerized system by which parks are watered.

MOTION: Motion by Bruning, seconded by Hassell to authorize staff to solicit for bids for Phase I of the Landings Park and direct staff to seek funding options for maintenance of the Landings Park.

COUNCIL DISCUSSION: Councilman Kennedy reviewed the process which involved the homeowners association in the creation of this park, the issue of a lawsuit over the design, the fiscal responsibility in building the park now. He noted that although there have been some hard feelings between homeowners; he believes that once the park is constructed the neighborhood will come together and hopes that any threats of lawsuits will go away. Councilman Goodlander recognizes the concerns of the neighbors along Lotze Loop but hopes they will find that the proposed activities will prevent problems for the homeowners that back up against the park.

Motion carried.

MOTION: Motion by Hassell, seconded by Kennedy to authorize staff to move forward with Phase 2 of the Landings Park as soon as funds are available. Motion carried.

RECESS: Mayor Bloem called for a recess at 7:20 p.m. The meeting reconvened at 7:26 p.m.

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

1. Approval of minutes for July 15, 17, 2008.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, August 11th at Noon and 4:00 p.m. respectively.
3. RESOLUTION 08-044: 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 BID AWARD AND APPROVAL OF A CONTRACT WITH CAMERON – REILLY, LLC FOR THE SAFE ROUTES TO SCHOOL LAKES MIDDLE SCHOOL PROJECT; APPROVAL OF CHANGE ORDER NO. 1 WITH GENERAL INDUSTRIES INSTALLATION FOR THE WWTP AMMONIA CONTROL MODULES; AUTHORIZING THE EXTENSION OF NO PARKING ON MILWAUKEE STREET AND AUTHORIZING THE DESTRUCTION OF CERTAIN ADMINISTRATION RECORDS.

4. Approval of cemetery lot repurchase from Charles Seymour.
5. Acceptance of utility easement in Coeur d'Alene Place Subdivision.

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

COUNCIL ANNOUNCEMENTS:

COUNCILMAN BRUNING: Councilman Bruning announced that this last week he attended the swearing in of four new police Officers.

COUNCILMAN GOODLANDER: Councilman Goodlander reported that the Library served just under 30,000 people in July which is a new record for the Library.

COUNCILMAN KENNEDY: Councilman Kennedy commented on a recent editorial in the Coeur d'Alene Press that stated the City is being fiscally irresponsible. He believes that the writer of the editorial does not understand state law and city budgets in that they recommended the City take the funds for parks to pay for more Police Officers, which is not allowed by State Law. After having to explain and correct the misinformation written in the editorial to several residents he requested that the Coeur d'Alene Press writers become more responsible in researching their facts before writing editorials.

COUNCILMAN HASSELL: Councilman Hassell noted that the Council budget workshop was televised live and will be replayed.

APPOINTMENTS - PARKING COMMISSION AND DESIGN REVIEW

COMMITTEE: Motion by Kennedy, seconded by Goodlander to reappoint Jim Duncan and Jim Elder to the Parking Commission and to appoint Lynn Morris as an alternate to the Design Review Committee. Motion carried.

ADMINISTRATOR'S REPORT: City Administrator Wendy Gabriel announced that Lowe's Heroes Volunteer Program chose to assist the City's Code Enforcement unit. Lowe's donated a supply of much needed items that were used by Code Enforcement Officer Scott Dinger to organize a work group who used the supplies to repair a home. She thanked Lowe's for their commitment to helping neighbors through alliances with organizations such as this. She congratulated Fire Captain Lee Holbrook for receiving the American Legion Firefighter of the Year award. Mrs. Gabriel announced that on

August 9th a work party is being organized to help construct the disc golf course at Cherry Hill. Dedication of the new Sunshine Meadows Park will be held on Aug 9th at 1:00 p.m. The August Film Festival will be shown at the Library starting August 6th. With Fire Danger levels high during the month of August, she reminded residents that in our open spaces no fires are allowed such as Tubbs Hill and Canfield Mountain and also that smoking is prohibited in these designated areas. She announced that the City is now accepting credit card payments for utility bills. The preliminary budget will be posted on the City's web page and the City will be accepting public comments through the web site or during public comments at the Council meetings on August 19th or Sept 2nd.

PUBLIC HEARING - A-3-08 - ANNEXATION/ZONING OF RIVERSTONE WEST PROPERTY NEAR THE INTERSECTION OF BEEBE ROAD: Mayor Bloem announced the rules of order for this public hearing. John Stamsos, Senior Planner, gave the staff report.

Mr. Stamsos reported that Riverstone West, LLC is requesting annexation and a C-17 zoning for an approximate 15,625 sq. ft. parcel located south of Tilford Lane, north of the Centennial Trail and west of Beebe Road.

Mr. Stamsos noted that the council approved their request for consideration of annexation on February 19, 2008 and on June 10, 2008 the Planning Commission recommended approval of the requested zoning. He went on to give the staff analyses for land use, comprehensive plan, zoning, utilities, traffic and streets.

He noted that the Planning Commission recommended that the annexation agreement provide that the applicant submit an application to include this subject property into the Riverstone West PUD within six months after Council approval of the annexation.

On July 18, 2008, 73 notices of this public hearing were mailed to all property owners within 300' of the subject property and a total of 2 responses were received - both neutral to the issue. Written comments were distributed for Council consideration.

Councilman McEvers asked if something could be done on this property that could not be done in the PUD. Mr. Stamsos responded that the owner probably could not do anything that was not allowed by the PUD.

PUBLIC COMMENTS: Harold Hocker, 1413 E. Spokane Ave., does not understand what is in the PUD area. Mr. Stamsos explained what is proposed for the PUD area includes a couple of office buildings, a proposed fitness center and a mix of residential, commercial areas. Mr. Hocker commented that with a building height of 165' it throws the area off kilter with residential homes next to tall buildings.

MOTION: Motion by Hassell, seconded by Kennedy to approve the requested annexation with a C-17 zoning, to adopt the Findings and Order of the Planning Commission and to direct staff to negotiate an annexation agreement including the

recommended condition of the Planning Commission. ROLL CALL: Bruning, Aye; Goodlander, Aye; Hassell, Aye; Kennedy, Aye; McEvers, Aye. Motion carried.

EXECUTIVE SESSION: Motion by Hassell, seconded by McEvers to enter into Executive Session as provided by I.C. 67-2345 §C: To conduct deliberations concerning labor negotiations or to acquire an interest in real property, which is not owned by a public agency.

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

The session began at 7:55 p.m. Members present were the Mayor, City Council, Deputy City Administrator and City Attorney.

Matters discussed were those of property acquisition. No action was taken and the Council returned to their regular meeting at 8:10 p.m.

ADJOURNMENT: Motion by Hassell, seconded by Kennedy that, there being no further business for the Council, this meeting be adjourned. Motion carried.

The meeting recessed at 8:10 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 08-045

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF AN AGREEMENT WITH NORTH IDAHO CENTENNIAL TRAIL FOUNDATION FOR EASEMENTS AND SIGNALS FOR PRAIRIE TRAIL CROSSINGS; APPROVAL OF A MEMORANDUM OF AGREEMENT WITH NORTH IDAHO MUSEUM TO RESERVE A PORTION OF AREA 5 OF THE FOUR CORNERS AREA FOR CONSTRUCTION OF THE NEW MUSEUM; APPROVAL OF SS-2-06 – FINAL PLAT APPROVAL AND MAINTENANCE / WARRANTY AGREEMENT FOR HAYCRAFT ESTATES; APPROVAL OF SS-1-08 – FINAL PLAT APPROVAL WITH SUBDIVISION IMPROVEMENT AGREEMENT FOR RIVERSTONE WEST 2ND ADDITION; APPROVE THE DESTRUCTION AND TRANSFER OF CERTAIN POLICE DEPARTMENT RECORDS AND APPROVAL OF A STATE AND LOCAL AGREEMENT WITH THE IDAHO TRANSPORTATION DEPARTMENT FOR THE DESIGN OF GOVERNMENT WAY FROM DALTON AVENUE TO HANLEY AVENUE.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits “1 through 6” and by reference made a part hereof as summarized as follows:

- 1) Approval of an Agreement with North Idaho Centennial Trail Foundation for Easements and Signals for Prairie Trail Crossings;
- 2) Approval of a Memorandum of Agreement with North Idaho Museum to reserve a portion of Area 5 of the Four Corners area for construction of the new Museum;
- 3) Approval of SS-2-06 – Final Plat Approval and Maintenance / Warranty Agreement for Haycraft Estates;
- 4) Approval of SS-1-08 – Final Plat Approval with Subdivision Improvement Agreement for Riverstone West 2nd Addition;
- 5) Approve the Destruction and Transfer of certain Police Department records;
- 6) Approval of a State and Local Agreement with the Idaho Transportation Department for the design of Government Way from Dalton Avenue to Hanley Avenue;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 6" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 19TH day of August, 2008.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: August 11, 2008

FROM: Troy Tymesen – Finance Director

SUBJECT: Agreement for Easements and Signals with the North Idaho
Centennial Trail Foundation

DECISION POINT:

Should the city approve an agreement with the North Idaho Centennial Trail Foundation (NICTF) for the purchase of crossing easements in Hawk's Nest and for traffic control signals and easements at Atlas Road and Kathleen Avenue?

HISTORY:

The annexation agreement for the Hawk's Nest development required the developer to deposit \$250,000 with the city to be used for the acquisition of road and utility crossings across the Union Pacific right of way in the Hawk's Nest development. The agreement provided that if the city or other entity acquired the right of way from UP then the money would be used for acquiring crossing easements and/or improving the trail. NICTF acquired the UP right of way and has already granted easements to the city for three at-grade road crossings and four sub-grade utility crossings in the Hawk's Nest development and has agreed to give the city easements for at-grade road crossings at Atlas Road and Kathleen Avenue. NICTF has agreed to sell these easements to the city for \$125,000 with the money to be used by NICTF for paving and improvements to the trail. To date NICTF has spent or agreed to pay approximately \$775,000 to pave and develop 4.25 miles of the Prairie Trail. The trail runs from Beebe Boulevard in Riverstone to Huetter Road. The \$125,000 balance from the \$250,000 Hawk's Nest annexation acquisition/development deposit would be used by the city to install pedestrian signals at Atlas and Kathleen for trail users.

FINANCIAL ANALYSIS:

The \$250,000 involved was money paid by the Hawk's Nest developer specifically for the acquisition of crossings and/or improvements to the trail so it is dedicated money that did not come from taxpayers. The financial impact to the city would be the purchase and installation of traffic control signals for the Kathleen and Atlas trail crossings. The cost of the two signals and installation is estimated to be approximately \$125,000. This will be covered by the balance remaining from the \$250,000 after the crossing easements are purchased.

PERFORMANCE ANALYSIS:

The city is contractually required to purchase the easements for the build out of the Hawk's Nest development pursuant to the terms of the annexation agreement. Additionally, there are no recorded easements for the Atlas Road

and Kathleen Avenue road crossings. This agreement with NICTF will create permanent easements for those roads thereby eliminating any possible issue if the property is exchanged to the BLM. This will also allow the city to purchase and install traffic control signals at Kathleen and Atlas to improve safety for trail users.

DECISION POINT/RECOMMENDATION:

City Council should approve an agreement with NICTF for the purchase of crossing easements in Hawk's Nest and for traffic signals and easements at Atlas Road and Kathleen Avenue.

Attachment: Memorandum of Agreement

MEMORANDUM OF SALE AGREEMENT

The North Idaho Centennial Trail Foundation, an Idaho non-profit corporation, hereinafter the "Grantor" for valuable consideration, has granted to the City of Coeur d'Alene, hereinafter the "Grantee", three permanent at-grade road crossing and four sub-grade public utility easements across its property, formerly known as the Union Pacific Railroad right of way, in the Hawk's Nest subdivision, and further agrees to grant easements to the Grantee for permanent at-grade road crossings at Atlas Road and Kathleen Avenue, subject to the following conditions and agreements:

DELIVERY OF EASEMENTS: Grantor agrees to timely produce and deliver recordable easements to Grantee. Grantee is responsible for providing the legal descriptions for the Atlas Road and Kathleen Avenue crossings. Grantor and Grantee acknowledge that \$250,000.00 in funding for the purchase of the easements and/or trail improvements was deposited with the Grantee by Hayden LLC pursuant to the terms of the Hawk's Nest Annexation Agreement, and that payment of \$125,000.00 of these funds to Grantor by Grantee for the easements will occur upon execution of this agreement. Grantor and Grantee acknowledge and agree that Grantee will use the \$125,000.00 balance remaining from the \$250,000.00 for purchasing and installing traffic control devices and signage at the Prairie Trail road crossings at Atlas Road and Kathleen Avenue.

TERM: The easements are permanent easements.

EASEMENTS AND PRAIRIE TRAIL CONSTRUCTION: Grantor has constructed a paved pedestrian and bicycle trail (Prairie Trail) that will cross the easements. Grantor agrees that it will not change the grade level of the crossings without Grantee's approval. Grantee agrees to provide a permanent easement to Grantor for the relocation of the Prairie Trail caused by Grantee's reconstruction of Kathleen Avenue.

CONSTRUCTION: All construction on the easement property shall be done in a workmanlike manner and shall be done in a manner that will not impair the future use of Grantor's right of way for railroad operations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates indicated.

NORTH IDAHO CENTENNIAL TRAIL FOUNDATION

Tina Johnson, Chairman

Date: _____

CITY OF COEUR D'ALENE

Sandi Bloem, Mayor

Date: _____

ATTEST

Susan Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of August, 2008, before me, a Notary Public, personally appeared **Tina Johnson**, known to me to be the Chairman, of the **North Idaho Centennial Trail Foundation, Inc.**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

~~~~~  
STATE OF IDAHO     )  
                                  ) ss.  
County of Kootenai     )

On this 19<sup>th</sup> day of August, 2008, before me, a Notary Public, personally appeared **Sandi Bloem and Susan Weathers**, known to me to be the Mayor and City Clerk of the **City of Coeur d'Alene** that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

## **GENERAL SERVICES STAFF REPORT**

**DATE:** July 16, 2008  
**FROM:** Mike Gridley – City Attorney  
**SUBJECT:** Memorandum of Agreement with the Museum of North Idaho

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**DECISION POINT:** City Council is being asked to approve a Memorandum of Agreement (MOA) to reserve Area 5 of the Four Corners area for construction of the new Museum of North Idaho.

**HISTORY:** On October 19, 2004 representatives of the Museum came to city council and asked that Area 5 be reserved for a new museum building. Council voted to reserve Area 5 for seven years beginning October, 2004. The Museum has submitted this MOA to memorialize the agreement to reserve the Area 5. A map of the Four Corners is attached along with minutes from the meetings.

**FINANCIAL ANALYSIS:** The Museum is asking that the city enter into a long term lease for the building site for \$1.00 per year. The property is within the city park area that cannot be used for commercial uses. The Museum is currently paying nothing for the building that it is occupying.

**QUALITY OF LIFE ANALYSIS:** Adopting the MOA will help the Museum go forward with their fund raising, which if successful will result in an expanded historical museum for the citizens of Coeur d'Alene.

**DECISION POINT/RECOMMENDATION:** General Services/City Council is being asked by the Museum to approve the proposed MOA.

**MEMORANDUM OF AGREEMENT BETWEEN**

**THE CITY OF COEUR D'ALENE  
AND  
THE MUSEUM OF NORTH IDAHO**

**FOR THE LEASE OF CITY PROPERTY**

**WHEREAS**, the Museum of North Idaho (hereinafter referred to as "the Museum") is a non-profit organization located at 115 Northwest Boulevard, Coeur d'Alene, Idaho, whose mission is to collect, preserve and interpret the history of the Coeur d'Alene Region to foster appreciation of the area's heritage; and

**WHEREAS**, implementation of this mission gives the community and its visitors an awareness and understanding of the area's cultural heritage; and

**WHEREAS**, a community that understands its past develops community pride, which leads to involvement and support of historical programs, projects and preservation; and

**WHEREAS**, the City of Coeur d'Alene, Idaho (hereinafter referred to as "the City") supports these goals and presently provides the facility at 115 Northwest Boulevard to the Museum of North Idaho rent-free in support of its mission and service to the community; and

**WHEREAS**, the City will take ownership of the Four Corners area, known also as Area 5 (as defined by the Walker Macy Downtown Public Places Implementation Committee) upon abandonment of the Burlington Northern/Santa Fe railroad line; and

**WHEREAS**, The Mayor and Council of the City met in a regular session on October 19, 2004, and voted to reserve Area 5 as the site for the Museum of North Idaho for a period of 7 years and to direct staff to prepare an agreement with the Museum, and at the end of the period that this agreement be reviewed; and

**WHEREAS**, a cooperative effort between the City and the Museum in providing a location for the operation of the Museum would be of benefit to the community as a whole; and

**WHEREAS**, the timely implementation of this agreement will allow the implementation of the Museum's capital campaign to build a new facility in a portion of Area 5 (the Four Corners area) by the end of the 7 year period;

**NOW, THEREFORE:** The City and the Museum agree to the following understandings and procedures to implement the collaborative effort herein memorialized:

**Article I: Legal Description of Lease Property**

1. To be supplied by the City.

**Article II: Terms of Lease to the Museum of North Idaho**

1. The City has previously accepted the concept of the Four Corners area presented by the Committee of Nine, recognizing the need for the Museum to have a building site within a portion of Area 5 in order to raise the funds for the construction of a new building.
2. The City Attorney has advised the Council that it could designate this property for the Museum in a long term lease.
3. Improvements to the site undertaken by the Museum will include a public meeting space; parking facilities may be shared with other public facilities when the Museum is closed.
4. A long term lease on reasonable terms is anticipated after completion of the new Museum facilities.

**Article III: Review of the Agreement**

1. At the end of the seven year period (beginning October 2004) this agreement shall be reviewed by both parties for amendment or extension as needed.

**Article IV: Other Management Issues**

1. The parties agree that this reservation of a portion of Area 5 for the Museum use is not exclusive and that the parties will cooperate to accommodate other compatible entities and uses on Area 5.

**Article V: Term of Agreement**

1. The agreement shall remain in effect for the term noted in the City minutes and may be amended only with the written consent of all parties hereto at the time of such amendment.
2. Any signatory party may terminate their participation in the agreement upon 30 days written notice to the other signatories.

**Signatures**

This agreement shall become binding upon its execution by the authorized representative of each party. Each party warrants that it has the requisite authority to execute, deliver, and consummate the transactions contemplated by this agreement.

**The City of Coeur d'Alene, Idaho**

**The Museum of North Idaho**

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

Date:

\_\_\_\_\_  
Dorothy Dahlgren, Director

Date:

**ATTEST:**

\_\_\_\_\_  
Susan Weathers, City Clerk

**Attachments:**

**Minutes of a Regular Meeting of the City Council of the City of Coeur d'Alene, Idaho, Held at Coeur d'Alene City Hall, October 19, 2004**

## Four Corners Project Recommendation Alternatives

STATE OF IDAHO           )  
County of Kootenai         ) ss.

On this 19<sup>TH</sup> day of August, 2008, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

\*\*\*\*\*

[illegible]

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me, a Notary Public, personally appeared **Dorothy Dahlgren**, known to me to be the Director, of **The Museum of North Idaho**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Tubbs Hill or using McEuen Park. Weather permitting, the City will commence fall paint striping of city streets on Tuesday, September 7<sup>th</sup>. She also announced that fall is an excellent time for our 29 Adopt-a-Street groups to get out and conduct a litter pick up outing. The City Team will be out collecting trash on our adopted Seltice Way on Thursday, October 14th. We are currently accepting applications for a Records Supervisor in the Police Department and a Temporary (non-budgeted) Assistant Urban Forester position in the Parks Department. The application deadline for both positions is this Friday, September 10th. The design of phase 2 of the Government Way widening project has been completed and submitted to the state. All necessary rights-of-way have been purchased. It is the intention of the project to change out the existing traffic signal at Government Way and Appleway to video detection by the end of November. The actual widening of the road will occur early spring 2005. The completion of the project will by end of July 2005.

**MCEUEN FIELD PLAYGROUND:** Motion by Hassell, seconded by Wolfinger to approve the upgrade of the McEuen Field playground equipment. Motion carried.

**MUSEUM OF NORTH IDAHO REQUEST FOR LAND DEDICATION:**

Motion by Reid, seconded by Edinger to refer this item back to staff for clarification of the allowed uses on Government Lots 48 and 49, specifically for the portion of those lots that is located on the northwest corner of Northwest Boulevard and Mullan Road/Government Way. Council President Reid did request that the issue come back to Council for further discussion. Councilman Goodlander voiced her concern that we are reserving this land for 10 years when the Museum indicated that they would raise the funds in five years. Motion carried.

**CITY 2004/05 SNOW PLAN:** Motion by Reid, seconded by Edinger to approve the 2004-05 City Snow Plan. Council President Reid noted that the biggest change is the citywide plowing time being reduced to 42 hours. Motion carried.

ORDINANCE NO. 3184

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF RIGHT-OF-WAY IN THE RIVERSTONE SUBDIVISION, SITUATED IN A PORTION OF GOVERNMENT LOT 4, SECTIONS 10 AND 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN; RECORDED IN BOOK "I" OF PLATS, PAGE 250 A/B/C/D/E/F/G, RECORDS OF KOOTENAI COUNTY, COEUR D'ALENE, IDAHO; GENERALLY DESCRIBED AS BEEBE BOULEVARD LYING NORTH OF RIVERSTONE DRIVE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE HEREOF.

Motion by Reid, seconded by Wolfinger to pass the first reading of Ordinance No. 3184

DISCUSSION: Councilman Hassell asked if staff was comfortable with the remaining existing rights-of-way. Growth Services Director, Gordon Dobler

affect our bonding ability for the Wastewater Treatment Plant expansion. Mr. Tymesen noted that by refunding the current bonds, DEQ would have more funds available to extend to the City for the future expansion project.

Motion by Wolfinger, seconded by McEvers to adopt Resolution 04-095.

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

COUNCIL BILL #04-1003  
ORDINANCE NO. 3193

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING ORDINANCE NO. 3184 TO CORRECT AN ERROR IN THE LEGAL DESCRIPTION CONTAINED IN SECTION 1 THEREOF; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

Motion by Wolfinger, seconded by Goodlander to pass the first reading of Council Bill 04-1003.

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

Motion by Wolfinger, seconded by Reid to suspend the rules and to adopt Council Bill 04-1003 by its having had one reading by title only.

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

**MUSEUM OF NORTH IDAHO:** Dave Yadon, Planning Director, reported the Museum of North Idaho had previously come to the Council requesting use of the property at the northwest corner of Mullan/Government Way and Sherman/Northwest Boulevard intersection for the location of their new building. Before a decision would be made, the Council asked staff to confirm that such a request could be approved. He reported that the restrictions of the Bureau of Land Management (BLM) are very restrictive as with any other part of Government Lot 49. Any uses we propose must have prior approval of BLM. He noted that we could not sell it, or rent the property or otherwise use it for commercial uses. He reminded the Council that the question is, "Can the City Council authorize this site for use by the Museum as their future building site".

**DISCUSSION:** Councilman Wolfinger asked, if the Museum was to be located at this site and the Museum sold trinkets, does that mean the funds cannot go back to the Museum. Dave responded that BLM did comment that it could go back to the Museum as a public entity for public land use. Mr. Yadon responded that this land could not be swapped for other land. Councilman Goodlander asked Doug Eastwood what other uses



could this parcel be used for. Doug responded that other ideas would be concessions that are park related such as bicycle rentals, skateboard rentals, etc. He noted that the idea was to come up with some means of creating revenue for the Parks Department. Councilman Goodlander also asked if it was possible to use this parcel as a means of placing a frontage road for an additional means of ingress and egress from the Fort Grounds area and if we used this land for the Museum would it prevent any improvements being made. Mr. Eastwood said that he could see this site as a support for creative changes as long as it was parks-related such as a frontage road for the parks facility. Councilman Edinger asked if the bicycle rentals, etc. are commercial. Mr. Eastwood noted that although they are private commercial activities they are park-related such as we do with concessions stands throughout various city parks. Councilman Goodlander expressed her concerns for the future expansion of City Park activities if the land is used for the Museum site. Councilman Edinger commented that the Museum wanted the City to hold the property for them for 10 years in order to acquire enough money to build the facility; his concern is that this is a very difficult endeavor in which to hold City property for that length of time. Council President Reid noted that the City has partnered with the Museum for 15 years and the Museum is committed to raise the funds for construction of a new building.

MAIN MOTION: Motion by Reid, seconded by Edinger to commit Area 5 as the site for the Museum of North Idaho for a period of 7 years and direct staff to prepare an agreement with the Museum, and at the end of seven year period that this issue be reviewed.

DISCUSSION: Councilman Hassell expressed his reservations of committing to hold City property for a long period of time and also is not convinced that this is the most appropriate site for the Museum. Councilman Wolfinger noted that the City had previously accepted the concept of the Four Corners area presented by the Committee of Nine, and that he has a problem with concessions. He believes that 7 years is a good compromise and he does not see why the City can't use this land temporarily in the interim. He also recognized the need for the Museum to have a building site in order to raise the funds for the construction of a new building. Councilman Goodlander expressed her concern to limit the City's ability to make changes to the 4 Corners Plan and identifying this specific site for the Museum. Councilman Edinger asked if the Council could designate this property for seven years to the Museum. City Attorney Mike Gridley responded that the City Council could do it as long it is a lease agreement. Mayor Bloem asked if we could make the same agreement that the Museum be placed in this vicinity vs. being placed at this specific location. Gridley said that they could if they choose. He also noted that with the removal of the railroad tracks, there could be changes to this area. The City could also build flexibility into the agreement to do such activities as using the site for parking. As for specific location, you can define the area to build.

MOTION TO AMEND: Motion by Hassell to amend the motion to specify the Areas 5, 9 and 10 on the master plan of the 4 corners project.

DISCUSSION: Councilman Reid believes that this is a pretty broad area and for fund

raising purposes the Museum would need to have a specific location. Additionally, she believes this is too broad an area to be able to develop site development plans by the architect. City Attorney Gridley noted that Area 10 is partially owned by LCDC. Councilman Edinger also disagreed with this amendment in that the Museum does need a specific site if they are going to go after grant money or donations from people, which is the same issue that the Library had. He believes that Area 5 is a great location for the Museum. Councilman Wolfinger agreed with Councilman Edinger that the Museum needs a specific site. He also noted that Area 9 is owned by LCDC and Area 10 is the skateboard park, which has had a lot of community involvement in its creation. Councilman Hassell believes by leaving the location as Areas 5, 9 and 10 and the removal of the railroad tracks that there is enough land to move their proposed site. Mayor Bloem asked if the Council adopted this Area 5, would the Council have flexibility within that site. Motion failed.

Main motion carried with Hassell and Goodlander voting no.

**EXECUTIVE SESSION:** Motion by Wolfinger, seconded by McEvers to enter into Executive Session as provided by Idaho Code 67-2345 Subsection C: To conduct deliberations concerning labor negotiations or to acquire an interest in real property not owned by a public agency; and Subsection F: To consider and advise its legal representatives in pending litigation or where there is a general public awareness of probable litigation.

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

The session began at 8:10 p.m. Members present were the Mayor, City Council, City Administrator, Finance Director and City Attorney.

Matters discussed were those of property acquisition, labor negotiations and pending litigation.

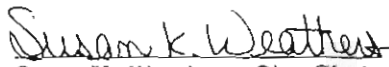
No action was taken and the Council returned to regular session at 9:15 p.m.

**ADJOURNMENT:** Motion by Edinger, seconded by Hassell, that the meeting be recess to October 26th at 3:30 p.m. at North Idaho College.

The meeting recessed at 9:15 p.m.

  
Sandi Bloem, Mayor

ATTEST:

  
Susan K. Weathers, City Clerk

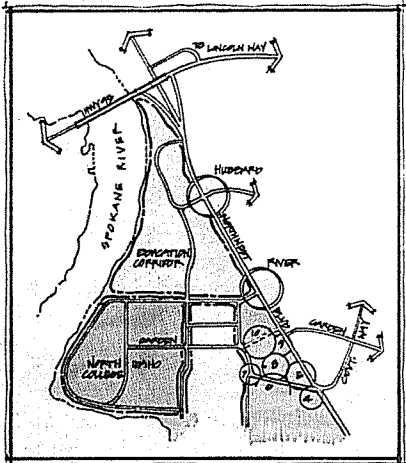
City Council Oct. 19, 2004

8

0 20 40 80 160 360

SCALE: ONE INCH EQUALS EIGHTY FT.

NORTH



**CITY COUNCIL  
STAFF REPORT**

**DATE:** August 19, 2008  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** Haycraft Estates, Final Plat Approval, Acceptance of Installed Improvements and Approval of Maintenance/Warranty Agreement

---

**DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat document, a three (3) lot commercial/residential development.
2. Acceptance of the installed public infrastructure.
3. Approval of the Maintenance/Warranty Agreement and Security.

**HISTORY**

- a. Applicant: Glenn Sather, etal.  
813 N. Garry Drive  
Liberty Lake, WA 99019
- b. Location: Between 6<sup>th</sup> Place and 7<sup>th</sup> Street, north of Appleway Avenue.

**FINANCIAL ANALYSIS**

There is a Maintenance/Warranty Agreement accompanying the plat approval to insure the installed public improvements for the standard one (1) year maintenance period. The agreement and the required security amount have been delivered to the City.

**PERFORMANCE ANALYSIS**

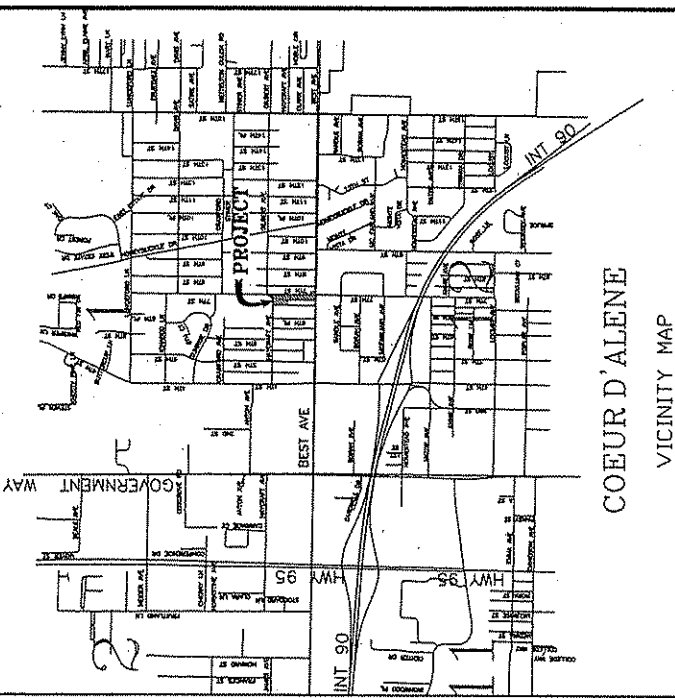
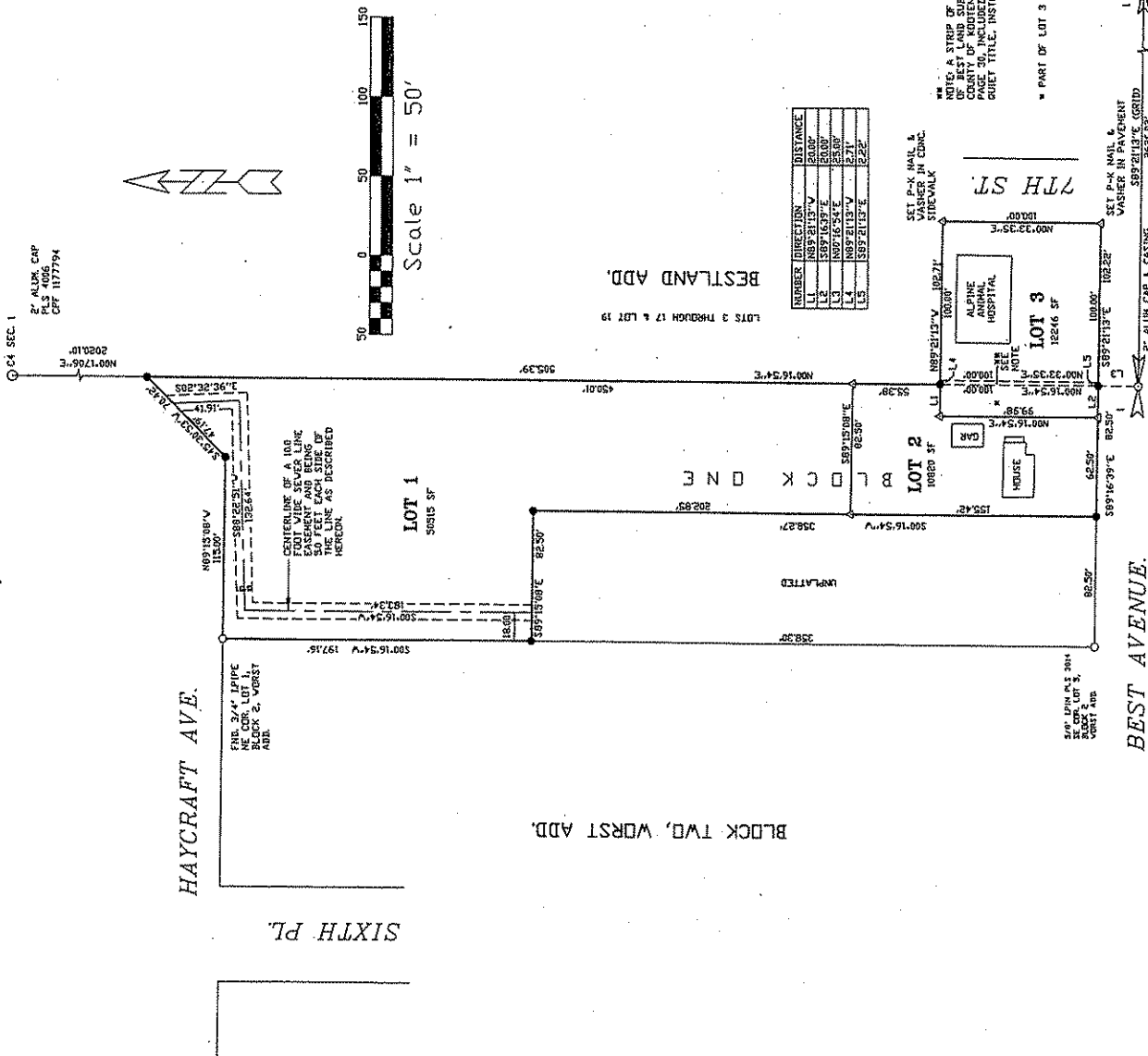
The plat document has been approved and all of the installed improvements have been accepted by the respective City departments. There are no platting issues related to the subject property and the final plat document is ready for recordation.

**DECISION POINT RECOMMENDATION**

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

# HAYCRAFT ESTATES

A REPLAT OF LOTS 1 AND 2, BESTLAND AND A PORTION OF THE SE4 SE4 SW4 SECTION 1, T50N, R4W BM., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.



**DURTSCHI & ASSOC., INC.**  
SURVEYING-PLANNING  
P.O. BOX 700  
HAYDEN LAKE, ID 83835  
PHONE: (208) 772-2233  
FAX: (208) 762-5180  
E-MAIL: durschi@verizon.net

**PROJECT NO. 3972** **DATE JULY 2003**

## AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this \_\_\_\_ day of August, 2008 between Glenn F. Sather and Corinne S. Sather, husband and wife, whose address is 813 N. Garry Drive, Liberty Lake, WA 99019, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final subdivision plat of Haycraft Estates, a three (3) lot residential/commercial development, in Coeur d'Alene, situated in the Southwest ¼ of Section 1, 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 construction plans entitled "Haycraft Estates Water and Sewer Plan", signed and stamped by Russell D. Helgeson, PE, # 6864, dated August 1, 2008, including but not limited to: sanitary sewer system and appurtenances, water system and appurtenances, concrete sidewalk and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Five Thousand Six Hundred Twenty Seven and 00/100 Dollars (\$5,627.00) 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 19<sup>th</sup> day of August 2009. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

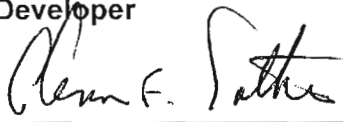
City of Coeur d'Alene

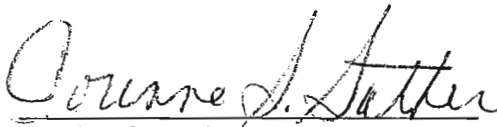
\_\_\_\_\_  
Sandi Bloem, Mayor

ATTEST


\_\_\_\_\_  
Susan Weathers, City Clerk

Developer

  
\_\_\_\_\_  
Glenn F. Sather

  
\_\_\_\_\_  
Corrine S. Sather

**CITY COUNCIL  
STAFF REPORT**

**DATE:** August 19, 2008  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** Riverstone West 2<sup>nd</sup> Addition, Final Plat Approval, and, Approval of Subdivision Agreement & Security

---

**DECISION POINT**

Staff is requesting the following:

1. Approval of the final plat document, a three (3) lot commercial development.
2. Approval of the subdivision agreement and security.

**HISTORY**

- a. Applicant: Bryan Stone  
Riverstone West, LLC  
104 S. Division Street  
Spokane, WA 99202
- b. Location: John Loop Road, south of Riverstone Drive in the Riverstone development.

**FINANCIAL ANALYSIS**

There is a Subdivision Agreement with security in the amount of \$78,833.00 accompanying the plat approval to insure the installation of the remaining public improvements.

**PERFORMANCE ANALYSIS**

The approval of the plat document will allow the developer to offer the subject lots for sale. The agreement requires that all of the improvements be installed by the 30<sup>th</sup> of April 2009, or, the City will have them installed with the developers security.

**DECISION POINT RECOMMENDATION**

1. Approve the final plat document.
2. Approve the subdivision agreement and security.

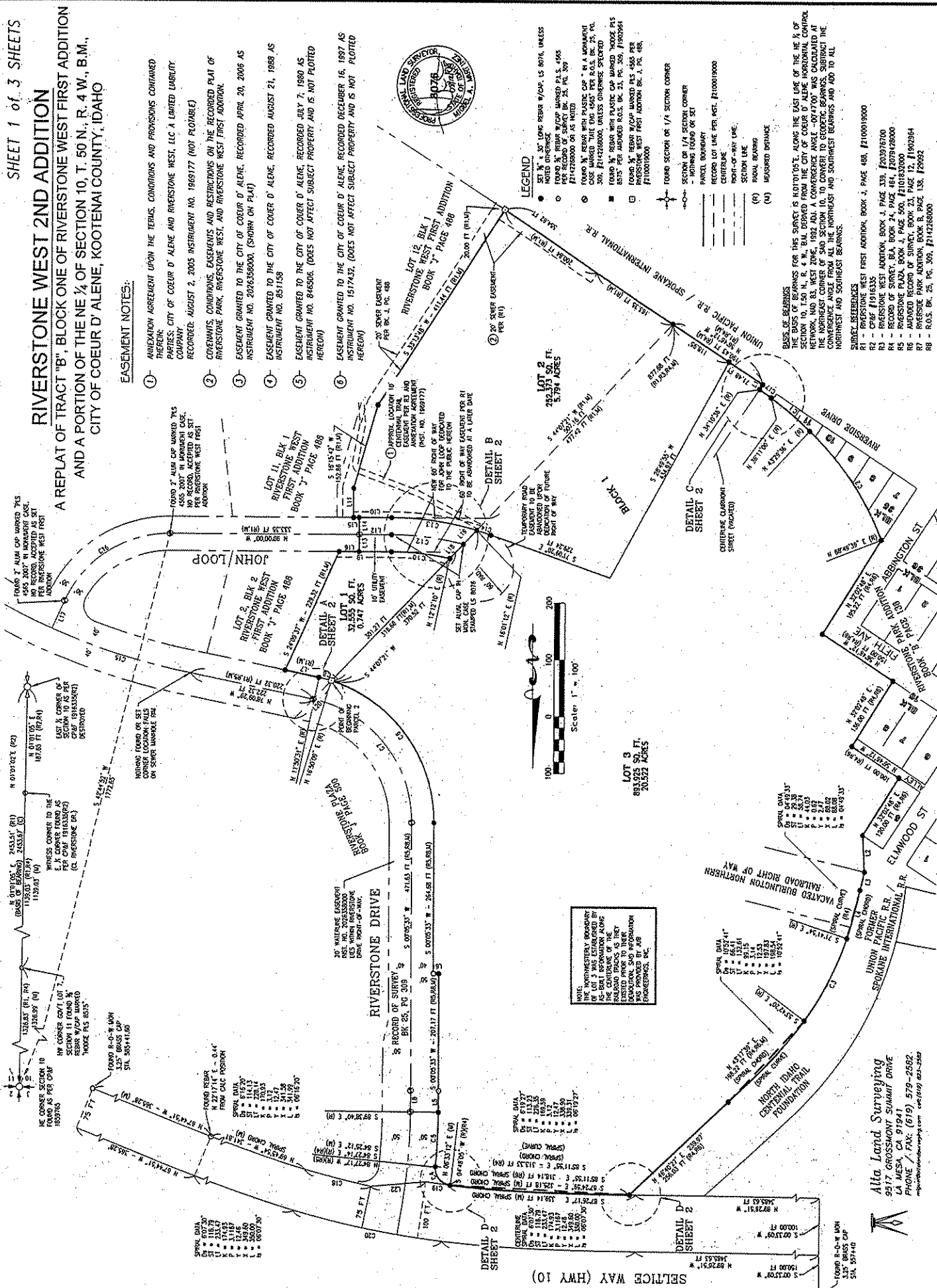


## RIVERSTONE WEST 2ND ADDITION

A REPLAT OF TRACT "B", BLOCK ONE OF RIVERSTONE WEST FIRST ADDITION  
AND A PORTION OF THE NE ¼ OF SECTION 10, T. 50 N., R. 4 W., B.M.,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

EASEMENT NOTES:

- ANNEXATION AGREEMENT UPON THE TERMS, CONDITIONS AND PROVISIONS CONTAINED  
HEREIN.  
PARCELS: CITY OF COLOUR D' ALBINE AND RIVERSTONE WEST, LLC A LIMITED LIABILITY  
COMPANY  
RECORDED: AUGUST 2, 2005 INSTRUMENT NO. 19691777 (NOT FORAILED)  
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS ON THE RECORDED PLAN OF  
RIVERSTONE PARK, RIVERSTONE WEST, AND RIVERSTONE WEST FIRST ADDITION.  
EASEMENT GRANTED TO THE CITY OF COLOUR D' ALBINE RECORDED APRIL 20, 2006 AS  
INSTRUMENT NO. 2316358000. (SHOWN ON PLAN)  
EASEMENT GRANTED TO THE CITY OF COVER D' ALBINE, RECORDED AUGUST 21, 1989 AS  
INSTRUMENT NO. 851159  
EASEMENT GRANTED TO THE CITY OF COVER D' ALBINE, RECORDED JULY 7, 1980 AS  
INSTRUMENT NO. 844506. (DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT PLOTTED  
HEREON)  
EASEMENT GRANTED TO THE CITY OF COLOUR D' ALBINE, RECORDED DECEMBER 16, 1997 AS  
INSTRUMENT NO. 1517432. (DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT PLOTTED  
HEREON)



NOTE:  
THE NORTHWESTERLY BOUNDARY  
OF LOT 3 WAS ESTABLISHED BY  
AS-BUILT REFORMATION ALONG  
THE CENTRELINE OF THE  
RAILROAD TRACKS AS THEY  
EXISTED PRIOR TO THEIR  
DEVALUATION. SAG INFORMATION  
WAS PROVIDED BY JCB  
ENGINEERING, INC.

**Alta Land Surveying**  
9517 GROSSMONT SUMMIT DRIVE  
LA MESA, CA 91941  
PHONE / FAX: (619) 579-2582.

LA MESA, CA 91941  
PHONE / FAX: (619) 579-2582.

## AGREEMENT TO PERFORM SUBDIVISION WORK

THIS AGREEMENT made this \_\_\_\_ day of August 2008, between the Riverstone West, LLC, a Washington limited liability company, whose address is 104 S. Division Street, Spokane, WA, 99202, with Bryan Stone as Member, hereinafter referred to as the "**Developer**," and the **City of Coeur d'Alene**, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 Mullan Avenue, Coeur d'Alene, ID, 83814, hereinafter referred to as the "**City**,"

WHEREAS, the City has approved, subject to completion of the required improvements, the Riverstone West 2<sup>nd</sup> Addition, a commercial subdivision in Coeur d'Alene consisting of three (3) lots, situated in the northeast quarter of Section 10, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho, and has agreed that the final plat may be recorded; NOW, THEREFORE,

### IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: concrete curb & gutter, concrete sidewalk, roadway construction, drainage swales (grassed infiltration areas), pavement striping, street sign installation, street lighting, curb drop aprons and centerline monumentation as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 30<sup>th</sup> day of April, 2009. Said improvements are more particularly described on the subdivision improvement plans entitled "Improvement Plans / John Loop Road Extension", dated May 14, 2008, stamped by Eric Hasenoehrl, PE, #6064, of Keltic Engineering, Inc. on file in the City Engineer's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, a Letter of Credit or other form of security that is acceptable to the City Attorney, in the amount of Seventy Eight Thousand Eight Hundred Thirty Three and No/100 Dollars (**\$78,833.00**) securing the obligation of the Developer to complete the subdivision improvements referred to herein. The term of the security shall extend at least one year beyond the time within which the improvements are to be completed as provided herein, and a copy of such security is marked Exhibit "A" attached hereto and by reference made a part hereof. The security shall provide that upon failure of the Developer to complete the improvements within the time herein provided, the City may demand the funds represented by the security and use the proceeds thereof to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any and all costs that exceed the posted security for the public improvements noted herein.

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

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

**CITY OF COEUR D'ALENE**

**RIVERSTONE WEST, LLC**

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

\_\_\_\_\_  
Bryan Stone, Member

ATTEST:

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

| ESTIMATE - JOHN LOOP PHASE 2 - BONDED AMOUNT |       |       |           |       |              |          |             |           |           |
|----------------------------------------------|-------|-------|-----------|-------|--------------|----------|-------------|-----------|-----------|
| Riverstone West, LLC                         |       |       |           |       |              |          |             |           |           |
| August 12, 2008                              |       |       |           |       |              |          |             |           |           |
| Description                                  | Qty   | Units | Labor U/P | Labor | Material U/P | Material | Sub U/P     | Sub       | Total     |
| <b>Roadway Construction:</b>                 |       |       |           |       |              |          |             |           |           |
| Fine Grading - Phase 1                       |       |       |           |       |              |          |             |           |           |
| Fine Grading - Roadway                       | 1,089 | SY    |           | \$ -  |              | \$ -     | \$ 1.50     | \$ 1,634  | \$ 1,634  |
| Handicap Ramps                               | -     | EA    |           | \$ -  |              | \$ -     | \$ 250.00   | \$ -      | \$ -      |
| Asphalt Paving & Basecourse                  | 1,060 | SY    |           | \$ -  |              | \$ -     | \$ 14.00    | \$ 14,840 | \$ 14,840 |
| Curb & Gutter                                | 530   | LF    |           | \$ -  |              | \$ -     | \$ 7.50     | \$ 3,975  | \$ 3,975  |
| Curb Inlets                                  | 5     | EA    |           | \$ -  |              | \$ -     | \$ 70.00    | \$ 350    | \$ 350    |
| Rock Under Curb                              | 530   | LF    |           | \$ -  |              | \$ -     | \$ 2.72     | \$ 1,442  | \$ 1,442  |
| Sidewalk (5' wide)                           | 2,650 | SF    |           | \$ -  |              | \$ -     | \$ 2.10     | \$ 5,565  | \$ 5,565  |
| Rock Under Sidewalk                          | 294   | SY    |           | \$ -  |              | \$ -     | \$ 6.50     | \$ 1,911  | \$ 1,911  |
| Striping (Double 4" Yellow)                  | 285   | LF    |           | \$ -  |              | \$ -     | \$ 0.78     | \$ 201    | \$ 201    |
| Signage                                      | 1     | LS    |           | \$ -  |              | \$ -     | \$ 250.00   | \$ 250    | \$ 250    |
| Compaction Testing                           | 1     | LS    |           | \$ -  | \$ 1,500.00  | \$ 1,500 |             | \$ -      | \$ 1,500  |
| Site Lighting                                | 3     | EA    |           | \$ -  | \$ 2,888.00  | \$ 8,064 | \$ 750.00   | \$ 2,250  | \$ 10,314 |
| <b>Sewer Construction:</b>                   |       |       |           |       |              |          |             |           |           |
| 8" Sewer Main                                | 198   | LF    |           | \$ -  |              | \$ -     | \$ 22.90    | \$ 4,488  | Completed |
| <b>Water Construction:</b>                   |       |       |           |       |              |          |             |           |           |
| 12" Water Main                               | 227   | LF    |           | \$ -  |              | \$ -     |             | \$ -      | Completed |
| 2" Water Services                            | 2     | EA    |           | \$ -  |              | \$ -     |             | \$ -      | Completed |
| Fire Hydrant Assembly                        | 1     | EA    |           | \$ -  |              | \$ -     |             | \$ -      | Completed |
| Testing / Disinfection                       | 1     | LS    |           | \$ -  |              | \$ -     |             | \$ -      | Completed |
| <b>Storm Drainage:</b>                       |       |       |           |       |              |          |             |           |           |
| Swale Shaping                                | 530   | LF    |           | \$ -  |              | \$ -     | \$ 1.80     | \$ 954    | \$ 954    |
| Swale Testing                                | 4     | HR    |           | \$ -  | \$ 38.00     | \$ 152   |             | \$ -      | \$ 152    |
| Drywells                                     | 1     | EA    |           | \$ -  |              | \$ -     | \$ 2,100.00 | \$ 2,100  | \$ 2,100  |
| <b>Dry Utilities:</b>                        |       |       |           |       |              |          |             |           |           |
| Natural Gas                                  | 280   | LF    |           | \$ -  |              | \$ -     |             | \$ -      | No Charge |
| Electrical                                   | 280   | LF    |           | \$ -  |              | \$ -     |             | \$ -      | No Charge |
| Telephone / Data                             | 280   | LF    |           | \$ -  |              | \$ -     | \$ 2.50     | \$ 700    | \$ 700    |
| CATV                                         | 280   | LF    |           | \$ -  |              | \$ -     | \$ 2.50     | \$ 700    | \$ 700    |
| Trench Ex / BF                               | 280   | LF    |           | \$ -  |              | \$ -     | \$ 4.00     | \$ 1,120  | \$ 1,120  |
| <b>Landscaping and Irrigation:</b>           |       |       |           |       |              |          |             |           |           |
| Irrigation - Turf Areas                      | 3,068 | SF    |           | \$ -  |              | \$ -     | \$ 0.55     | \$ 1,687  | \$ 1,687  |
| Turf Seeding                                 | 3,068 | SF    |           | \$ -  |              | \$ -     | \$ 0.15     | \$ 460    | \$ 460    |
| Deciduous Trees                              | 6     | EA    |           | \$ -  |              | \$ -     | \$ 450.00   | \$ 2,700  | \$ 2,700  |
| ESTIMATE TOTAL:                              |       |       |           |       |              |          |             |           | \$ 52,555 |
| 150% BOND AMOUNT:                            |       |       |           |       |              |          |             |           | \$ 78,833 |

REQUEST FOR DESTRUCTION OF RECORDS

DEPARTMENT: **POLICE**

DATE: **08/13/08**

| RECORD DESCRIPTION                                        | TYPE OF RECORD<br>(Perm./Semi-P/Temp) | DATES OF RECORDS<br>(From - To) |
|-----------------------------------------------------------|---------------------------------------|---------------------------------|
| Impounds(abandon vehicles) not picked up<br>and picked up | Temp                                  | April 2006- July 2006           |
|                                                           |                                       |                                 |
|                                                           |                                       |                                 |
|                                                           |                                       |                                 |
|                                                           |                                       |                                 |
|                                                           |                                       |                                 |

REQUEST FOR TRANSFER OF RECORDS TO STATE ARCHIVES

DEPARTMENT: **POLICE**

DATE: **08/13/08**

| RECORD DESCRIPTION                                                                       | TYPE OF RECORD<br>(Perm./Semi-P/Temp) | DATES OF RECORDS<br>(From - To) |
|------------------------------------------------------------------------------------------|---------------------------------------|---------------------------------|
| BI –PIN FILES<br>BY OFFENSE AND BY<br>OFFENDER NAME ( RECORD<br>KEEPING PROCESS IN 1993) | PERM AND SEMI                         | 1993                            |
| CRIME REPORT TAPES AND<br>INTERVIEWS CASE # 272690-347974                                | PERM AND SEMI                         | 07/98 TO 12/2000                |
|                                                                                          |                                       |                                 |
|                                                                                          |                                       |                                 |

## DATE: 08/13/08

[illegible]

**To:** SUSAN K. WEATHERS, CMC  
MUNICIPAL SERVICES DIRECTOR/CITY CLERK  
710 E. MULLAN AVE.  
COEUR D'ALENE, ID 83814

**From:** Steve Walker, State Archivist

**Date:** August 13, 2008

**Re:** Bi –Pin Files By Offense And By Offender Name (Record Keeping Process In 1993); Crime Report Tapes And Interviews Case # 272690-347974, 07/98 TO 12/2000

Thank you for your e-mail of August 13, 2008 requesting permission to transfer files. The Historical Society considers the following records you have cited to have enduring historical significance:

(Bi –Pin Files By Offense And By Offender Name (Record Keeping Process In 1993); Crime Report Tapes And Interviews Case # 272690-347974, 07/98 TO 12/2000).

This letter constitutes the approval of the State Archivist for the transfer of these records to the State Archives.

Steven A. Walker  
State Archivist



# **PUBLIC WORKS COMMITTEE**

## **STAFF REPORT**

**DATE:** August 19<sup>th</sup>, 2008  
**FROM:** Gordon Dobler, Engineering Services Director  
**SUBJECT:** Approval of State/Local Agreement for Design of Government Way

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### **DECISION POINT**

Staff is requesting Council approval of an Agreement with ITD for Design of Government Way from Dalton to Hanley Ave.

### **HISTORY**

Federal funding of design and right-of-way acquisition on Government Way, from Dalton to Hanley ave, was recently procured. In order to proceed, the City needs to execute an agreement with ITD outlining the terms and responsibilities of each party. This is standard procedure for any project using federal funds.

### **FINANCIAL ANALYSIS**

The City will be responsible for their matching funds of \$16,148 and for an additional \$20,000 to ITD for plan check and administrative services. These funds will come from impact fees. Total funding for design will be \$220,000 with an additional \$1,000,000 for right-of-way acquisition next year.

### **PERFORMANCE ANALYSIS**

The reconstruction and widening of this roadway is one of the City's high priority road projects. This funding will allow for design and acquisition of right-of-way. With the completion of these two items the project will be ready for federal construction funds if and when they become available.

### **RECOMMENDATION**

Staff recommends approval of the attached State / Local agreement for the design of Government Way from Dalton Ave to Hanley Ave.

**STATE/LOCAL AGREEMENT  
(PROJECT DEVELOPMENT)  
A011(526)  
GOVERNMENT WAY; DALTON TO HANLEY AVENUE  
KOOTENAI COUNTY  
KEY NO. 11526**

**PARTIES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the **STATE**, and the **CITY OF COEUR D'ALENE**, acting by and through its Mayor and Council, hereafter called the **SPONSOR**.

**PURPOSE**

The **SPONSOR** has requested the **STATE** to program for development Federal-Aid Project A011(526), described as Government Way; Dalton to Hanley Avenue, the project development for which is to be performed by **SPONSOR'S** staff/Consultant Engineers. The purpose of this Agreement is to set out the terms and conditions to accomplish the project development phase of this project.

**NOTE:** Securing the services of a consultant for project development services must follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

Since certain functions under this Agreement are to be performed by the **STATE**, requiring the expenditure of funds, and since the **STATE** can only pay for work associated with the State Highway System, the **SPONSOR** is fully responsible for all costs incurred by the **STATE** related to the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

## SECTION I. GENERAL

1. It is necessary to develop construction plans and specifications in order that federal participation may be obtained in the construction costs of the project. Federal-aid for project development is available on this project.
2. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. Scheduled funding for this project is listed on the Idaho Transportation Department approved Highway Development Program, and subsequent revisions. Current estimated funding is as follows:
  - a. Project Development (State, Consultant, Local) - \$220,000
  - b. Right-of-Way - \$-0-
  - c. Utilities - \$-0-
  - d. Construction Engineering - \$-0-
  - e. Construction - \$-0-
  - f. Total - \$220,000
3. The **SPONSOR'S** match for this project will be provided in cash in the amount of 7.34 percent of the entire project (currently \$16,148);
4. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Design Manual, or as subsequently revised. The current version of the Design Manual can be viewed at the following web site: <http://itd.idaho.gov/manuals/ManualsOnline.htm>.
5. All information, regulatory and warning signs, pavement or other markings, and traffic signals required and warranted will be developed as a part of the plans, regardless of whether the work is done as a portion of the contract or by the **SPONSOR'S** forces.
6. If the project is terminated prior to completion of construction, the **SPONSOR** shall repay to the **STATE** all federal funds received for the project, and shall be liable to the **STATE** for any un-reimbursed incidental expenses as provided for in Section II, Paragraph 1 of this Agreement.

7. Sufficient Appropriation. It is understood and agreed that the **STATE** is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the **STATE** beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The **STATE** reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the **STATE** to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

**SECTION II.** That the **STATE** shall:

1. Provide the following services incidental to the project development:
  - a. Assist **SPONSOR** in the selection of a Consulting Engineer and negotiations as needed, and furnish the Agreement for Engineering Services and any supplements thereto, to be used between the **SPONSOR** and Consultant Engineers on this project.
  - b. Review Preliminary Environmental Evaluation and recommend other appropriate environmental documentation.
  - c. Furnish to the Engineers copies of materials test reports and other data applying to the project and available to the **STATE**.
  - d. Advertise for required formal public hearings and provide a hearing officer to conduct the hearings.
  - e. Review rights-of-way appraisals and assign personnel to determine relocation entitlements and assistance which might be required by the project.

- f. File with the Federal Highway Administration applications for exceptions to AASHTO Standards when appropriate and for government land withdrawals for rights-of-way and airport clearance.
  - g. Assist in negotiations with public carriers and utilities for agreements on behalf of the **SPONSOR**. If requested by a utility company, hold utility hearings before the Idaho Transportation Board or issue IT Board Orders to the utilities on behalf of the **SPONSOR**. During development, the latest edition of the **STATE's Guide for Utility Management** will be followed in all matters relating to utilities.
  - h. Review the designing engineers' plans, estimates, reports and environmental studies, and issue notice of approval to the **SPONSOR** and the Engineer following the Concept, Preliminary and Final Design Reviews and the Design Study Report.
  - i. Supply roadway summary sheets and such standard drawings as may be required to supplement the plans.
  - j. Unless otherwise included in the scope of work for the Consultant agreement, prepare the title sheet.
  - k. Print and assemble plans, special provisions, specifications and contract.
  - l. Prior to construction, the parties will enter into a separate agreement covering responsibilities of the parties relating to construction.
- 2. Upon receipt of appropriate documentation from the **SPONSOR** showing expenditure of funds for project development, reimburse the **SPONSOR** at the approved Federal-aid rate for eligible expenses.
  - 3. Bill the **SPONSOR** for costs incurred by the **STATE** under this Agreement for project development, if those costs exceed the amount set out in Section III, Paragraph 1.

4. Bill the **SPONSOR** for any federal funds to be repaid by the **SPONSOR** if the project is terminated prior to completion, and the **SPONSOR** has been reimbursed with federal funds for preliminary engineering.

**SECTION III.** That the **SPONSOR** shall:

1. Pay to the **STATE**, before the **STATE** begins the incidental services referred to in Section II, Paragraph 2, the sum of **TWENTY THOUSAND DOLLARS (\$20,000)**, estimated to be the total expense to the **STATE**. In addition, pay to the **STATE** the cost of all incidental services provided by the **STATE** upon receipt of the billing provided for in Section II, Paragraph 4. Checks shall be made payable to the "Idaho Transportation Department", and mailed to the District One Office, 600 W. Prairie, Coeur d'Alene, ID 83814.
2. **SPONSOR** warrants that it will repay any federal reimbursements on this project if the project is terminated prior to completion.
3. With the assistance of the **STATE**, hire a consultant for development of the project.
4. Make timely payment of all consultant invoices throughout the design of the project. Periodically the **SPONSOR** may submit allowable Consultant invoices and receipts to the **STATE** showing payment of same. The **STATE** will reimburse the **SPONSOR** for eligible expenses less the **SPONSOR'S** match.
5. Acquire with the **STATE'S** assistance as noted in Section II, all rights-of-way and easements needed to provide for construction and maintenance of the project.
6. Furnish all appraisals required for the project to the **STATE** for review.
7. Review the appraisal reviewer's statement of the estimated fair market value and approve an amount to be just compensation for each parcel to be acquired.

8. Complete a monthly right-of-way status report, ITD-2161, and forward it to the Local Project Coordinator.
9. Before initiating negotiations for any real property required for right-of-way, establish an amount considered to be just compensation, under Idaho law, and make a prompt offer to acquire the property for the full amount established.
10. Make a good faith effort to acquire the real property by negotiation.
11. Inform the property owner, in those cases where he indicates a willingness to donate a portion of his real property for rights-of-way, of all the facts including his right to full compensation in money for land and damages, if any, in accordance with Idaho Code.
12. Provide relocation assistance and payments for any displaced person, business, farm operation, or nonprofit organization in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; 49 CFR 24; 23 CFR 710; the Idaho Real Property Acquisition Act of 1971; Title 40, Chapter 20; and Title 58, Chapter 11; Idaho Code, as amended, and regulations promulgated thereunder. No individual or family shall be displaced until decent, safe and sanitary replacement housing is available to the relocatees for immediate occupancy. In addition, advise the **STATE** of any relocations required by the project and authorize the **STATE** to negotiate in its behalf for all relocation assistance and payments, the cost of which will be assumed by the **SPONSOR** at the time of negotiation.
13. To the greatest extent practicable, no person lawfully occupying the real property shall be required to move from his home, farm or business without at least ninety (90) days written notice prior to advertisement of the project.
14. Before advertisement for bids, provide a certification that all rights-of-way, easements, permits, materials sources and agreements necessary for the construction of the project have been acquired in accordance with

the provisions of this Section. Provide a value of any right-of-way donations obtained, which may be credited as a matching share.

15. Evaluate the impact the project might have on the quality of the human environment and prepare and furnish to the **STATE** an environmental evaluation, which includes cultural resources, and any other documents required by the National Environmental Policy Act.
16. At all required public hearings, furnish all necessary exhibits and provide for a representative of the **SPONSOR** to describe the project; present information about the location and design, including alternates; discuss the tentative schedules for rights-of-way acquisitions and construction; discuss the **SPONSOR'S** relocation assistance program; discuss the economic, sociological, and environmental effects of the project; and answer all questions concerning the project.
17. Comply with Appendix A, Title 49 CFR, Part 21, attached hereto and made a part hereof. By this agreement **SPONSOR** agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Appendix A if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. **SPONSOR** should contact the **STATE** prior to disposing of any property acquired under this agreement.
18. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.



19. Comply with all other applicable State and Federal regulations.

**EXECUTION**

This Agreement is executed for the **STATE** by its Assistant Chief Engineer (Development), and executed for the **SPONSOR** by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the **CITY OF COEUR D'ALENE**.

**IDAHO TRANSPORTATION DEPARTMENT**

APPROVED BY:

\_\_\_\_\_  
Assistant Chief Engineer (Development)

Approved as to form  
Steven M. Parry  
Deputy Attorney General  
6-13-08

RECOMMENDED BY:

\_\_\_\_\_  
Roadway Design Engineer

**ATTEST:**

**CITY OF COEUR D'ALENE**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

(SEAL)

By regular/special meeting  
on \_\_\_\_\_.

hm:11526 SLAPD.docx

**Appendix A**  
**Non-Discrimination Agreement for Local Public Agencies**

**Title VI Program**

**Organization and Staffing**

Pursuant to 23 CFR 200, the City of Coeur d'Alene has designated a Title VI Coordinator who is responsible for monitoring practices, procedures, policies, and documents for compliance with Title VI. This individual is the designated liaison for Title VI program activities and for coordinating compliance monitoring with the Idaho Transportation Department Equal Employment Opportunity Office.

**Assurances**

**49 CFR Part 21.7**

The Sponsor hereby gives assurances:

1. That no person shall on the grounds of race, color, national origin, and sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the Sponsor regardless of whether those programs and activities are Federally funded or not. Activities and programs which the Sponsor hereby agrees to carry out in compliance with Title VI and related statutes include, but are not limited to:
  - List all major Transportation programs and activities of the Sponsor and Title VI responsibilities for each one of them (label Attachment 2).
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each Transportation program, activity, and facility (i.e. lands change to roadways, park and ride lots etc.) as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.
4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Sponsor by the Idaho Transportation Department (ITD) under the Federally-Funded Program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Sponsor.
5. That the Sponsor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements: *The (Sponsor), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.*
6. That the Sponsor shall insert the clauses of Attachment 1 of this Agreement in every contract subject to the Act and the Regulations.
7. That the Sponsor shall insert the clauses of Attachment 2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

8. The Sponsor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

#### Implementation Procedures

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. The Title VI Coordinator shall adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.
6. Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.

9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year. This report is due one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date.

a) Annual Work Plan

Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.

b) Accomplishment Report

List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Coordinator. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the Sponsor.

### **Discrimination Complaint Procedure**

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

- a) Name, address, and phone number of the complainant.

- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department  
Equal Employment Opportunity Office -- External Programs  
Karen Sparkman, EEO Manager  
PO Box 7149  
Boise, ID 83707-1129  
208-334-8852

Federal Highway Administration  
Idaho Division Office  
3050 Lakeharbor Lane, Suite 126  
Boise, ID 83703  
208-334-9180

### **Sanctions**

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor.;

4. Refer the case to the Department of Justice for appropriate legal proceedings.

**Idaho Transportation Department:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NAME OF SPONSOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Distribution:    Sponsor Signs, Original to EEO Office  
                         EEO Manager Signs, Original retained by EEO, Copies to Sponsor & LHTAC

## **Attachment 1**

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**1. Compliance with Regulations**

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**2. Non-discrimination**

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

**4. Information and Reports**

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

**5. Sanctions for Non-compliance**

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

**Incorporation of Provisions**

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

## Attachment 2

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

### GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Idaho will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation ITD (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Idaho all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

### HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Idaho, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Idaho, its successors, and assigns.

The state of Idaho, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)\* (2) that the state of Idaho, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.<sup>1</sup>

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<sup>1</sup> Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.



## **GENERAL SERVICES COMMITTEE STAFF REPORT**

**DATE:** August 11, 2008

**FROM:** Karen Haskew, Urban Forestry Coordinator

**SUBJECT: Removal of two trees from Forest Cemetery**

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### **DECISION POINT:**

The Urban Forestry Committee and Cemetery Advisory Board recommend to the City Council the removal of two pine trees from Forest Cemetery - a dead tree in section H and a broken tree in section C.

### **HISTORY:**

Because of the nature of cemeteries, the removal of trees is a sensitive undertaking. It requires the review of the Urban Forestry Committee and Cemetery Board, and the approval of City Council. The tree in section H demonstrated a 95% crown die-back by mid July. The top of the tree in section C broke out in a wind event, leaving a 40 to 50 foot section of bare trunk. Both trees have been reviewed by Urban Forestry Committee members and recommended for removal. At their August 6 meeting, the Cemetery Advisory Board also recommended the removal of these trees.

### **FINANCIAL ANALYSIS:**

A tree service will be retained to get both trees safely on the ground without damage to headstones or other cemetery features. Estimated cost is \$900 with City crews doing the clean-up. Cost of replacement trees will be approximately \$250 to purchase trees, and the planting will be done by city personnel.

### **PERFORMANCE ANALYSIS:**

The trees can be removed after review and approval by the City Council. Tree replacement will not be in the exact same location, but will be in an available spot in the same general area.

### **DECISION POINT/RECOMMENDATION:**

The Urban Forestry Committee and Cemetery Advisory Board recommend to the City Council the removal of two pine trees from Forest Cemetery - a dead tree in section H and a broken tree in section C.

Request received by: Municipal Services Kathy Lewis 08-06-2008  
 Department Name 1 Employee Name 1 Date 253-876-6208  
 Request made by: Marjorie Anderson  
 Name 32049 109th Place SE #208 Auburn, WA 98092 Phone 1  
 Address

ACCOUNTING DEPARTMENT Shall complete the following:

Accountant Signature Vonnie Jensen

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

WE 8/6/08  
Supervisor's Init. Date

1. Quit Claim Deed(s) received: ☒ Yes / No.  
Person making request is authorized to execute the claim: \_\_\_\_\_  

8/6/08

Attorney Init.

Date

City Clerk's Signature Susan K. Weather Date 8-13-08

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

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

Cemetery Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

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

# MEMO

TO: Susan Weathers, City Clerk  
FROM: Karen Haskew, Urban Forestry Coordinator  
DATE: August 11, 2008  
SUBJECT: Appeal of Denial of Tree Removal permit

Susan,

Colleen Allison has requested a hearing before City Council to appeal the denial of a tree removal permit (per ordinance section 12.36.245B) for a corkscrew willow from the Idaho Avenue right-of-way (103 W. Idaho Avenue). A copy of her appeal letter is attached.

Thanks for setting this up.

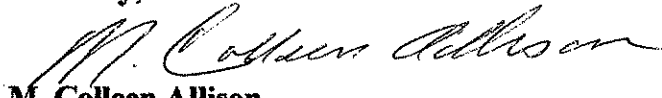
**August 1, 2008**

**City of Coeur d'Alene  
Karen Haskew, Urban Forester  
Parks Department  
City Hall, 710 E. Mullan Avenue  
Coeur d'Alene, ID 83816-3964**

**I am requesting to go to the appeals procedure with the City Council regarding my refusal to remove a tree from my boulevard.**

**I did not choose to plant another tree in the boulevard (except in the area where I would like to remove the tree) and repair the sidewalk. The reason is there is an alley in that block and the ingress and egress view could be affected by a tree in the center of my boulevard.**

**Sincerely,**

A handwritten signature in cursive script, appearing to read "M. Colleen Allison".

**M. Colleen Allison  
103 West Idaho Av  
Coeur d'Alene, ID 83814**

## ANNOUNCEMENTS

# Memo to Council

DATE: August 6, 2008

RE: Appointments to Boards/Commissions/Committees

The following appointments and reappointment are presented for your consideration for the August 19th Council Meeting:

KELLIE WASHKO, Alt. Student Representative

ARTS COMMISSION

AUSTIN BEALS, Student Representative

CDA-TV COMMITTEE

WILLIAM KYLE CHIDESTER, Alt. Student Representative

CDA-TV COMMITTEE

ETHAN CHARLES WAITE, Student Representative

CEMETERY BOARD

AMANDA J. SMITH, Student Representative

CHILDCARE COMMISSION

JUSTINE BUNCH, Alt. Student Representative

CHILDCARE COMMISSION

MIKAYLA TETREAULT, Student Representative

LIBRARY BOARD

JAMES GEORGE, Alt. Student Representative

LIBRARY BOARD

ANNALISE MCINELLY, Student Representative

PED/BIKE ADVISORY BOARD

CODY CHILDERS, Alt. Student Representative

PED/BIKE ADVISORY BOARD

BRIAN KLATT, Student Representative

PLANNING COMMISSION

CALLIE ANDERSON, Alt. Student Representative

PLANNING COMMISSION

J.D. "SETH" OWENS, Student Representative

RECREATION & PARKS COMMISSION

TYLER SMOTHERMAN, Alt. Student Representative

RECREATION & PARKS COMMISSION

DILLON B. CORY, Student Representative

SIGN BOARD

KATY HUDSON, Student Representative

URBAN FORESTRY COMMITTEE

CHRISTINA MCCULLOUGH, Alt. Student Representative

URBAN FORESTRY COMMITTEE

BRAD JORDAN (Reappointment)

LAKE CITY DEVELOPMENT CORP

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

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Susan Weathers, Municipal Services Director  
Committee Liaisons

# Memo to Council

DATE: August 12, 2008

RE: Appointments to Boards/Commissions/Committees

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

ANN MELBOURN

PARKING COMMISSION (representing  
the Ft. Grounds Homeowners Association)

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

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Troy Tymesen, Parking Commission Liaison

OTHER COMMITTEE MINUTES  
(Requiring Council Action)



August 11, 2008  
**GENERAL SERVICES COMMITTEE  
MINUTES**

**COMMITTEE MEMBERS PRESENT**

Deanna Goodlander, Chairperson  
Ron Edinger  
John Bruning

**CITIZENS PRESENT**

Charlie Koski, Experience Works  
Barbara Gerry, Experience Works  
Dorothy Dahlgren, Museum of North Idaho

**STAFF PRESENT**

Susan Weathers, City Clerk  
Troy Tymesen, Finance Director  
Monte McCully, Trail Coordinator,  
Jim Markley, Water Superintendent  
Pam MacDonald, Human Resources Director  
Mike Gridley, City Attorney  
Doug Eastwood, Parks Director

**Item 1.        Agreement for Easements and Signals, N.I. Centennial Trail Foundation.  
(Consent Resolution No. 08-045)**

Troy Tymesen, Finance Director, presented a request for approval of an agreement with the North Idaho Centennial Trail Foundation (NICTF). Mr. Tymesen explained that the annexation agreement for the Hawk's Nest development required the developer to deposit \$250,000 with the city to be used for the acquisition of road and utility crossings across the Union Pacific right of way in the Hawk's Nest development. The agreement provided that if the city or other entity acquired the right of way from UP then the money would be used for acquiring crossing easements and/or improving the trail. NICTF acquired the UP right of way and has already granted easements to the city for three at-grade road crossings and four sub-grade utility crossings in the Hawk's Nest development and has agreed to give the city easements for at-grade road crossings at Atlas Road and Kathleen Avenue. NICTF has agreed to sell these easements to the city for \$125,000 with the money to be used by NICTF for paving and improvements to the trail. To date NICTF has spent or agreed to pay approximately \$775,000 to pave and develop 4.25 miles of the Prairie Trail. The trail runs from Beebe Boulevard in Riverstone to Huetter Road. The \$125,000 balance from the \$250,000 Hawk's Nest annexation acquisition/development deposit would be used by the city to install pedestrian signals at Atlas and Kathleen for trail users.

**MOTION: by Bruning, seconded by Edinger, that Council adopt Resolution No. 08-045 authorizing an agreement with the North Idaho Centennial Trail Foundation for the purchase of crossing easements in Hawk's Nest and for traffic signals and easements at Atlas Road and Kathleen Avenue.**

**Item 2.        Request for Tree Removal / Forest and Riverview Cemeteries.  
(Consent Calendar)**

Doug Eastwood, Parks Director, explained that because of the nature of cemeteries, the removal of trees is a sensitive undertaking. It requires the review of the Urban Forestry Committee and Cemetery Board, and the approval of City Council. The tree in section H demonstrated a 95% crown die-back by mid July. The top of the tree in section C broke out in a wind event, leaving a 40 to 50 foot section of bare trunk. Both trees have been reviewed by Urban Forestry Committee members and recommended for removal. At their August 6 meeting, the Cemetery Advisory Board also recommended the removal of these trees.

Councilman Edinger asked who would be responsible if a tree fell and damaged a headstone. Mr. Eastwood stated if the tree fell by cause of nature, the city would not be responsible for the headstone. If a city employee

fell a tree, then the city would be responsible. However, Mr. Eastwood stated, the damaged trees will be removed by sections, not fallen. Therefore, damaging a headstone is not at risk.

**MOTION: by Edinger, seconded by Bruning, that Council authorize Staff to remove two pine trees from Forest Cemetery.**

**Item 3. Memorandum of Agreement / Museum of North Idaho.  
(Consent Resolution No. 08-045)**

Mike Gridley, City Attorney, is asking for approval of a Memorandum of Understanding with the Museum of North Idaho. Mr. Gridley reported that on October 19, 2004 representatives of the Museum came to the City Council and asked that Area 5 be reserved for a new museum building. Council voted to reserve Area 5 for seven years beginning October, 2004. The Museum has submitted this Memorandum of Agreement to memorialize the agreement to reserve the Area 5. The Museum is asking at the city enter into a long term lease for the building site for \$1.00 per year. The property is within the city park area that cannot be used for commercial uses. The Museum is currently paying nothing for the building that it is currently occupying. Mr. Gridley further explained that adopting the Memorandum of Agreement will help the Museum go forward with their fund raising, which if successful, will result in an expanded historical museum for the citizens of Coeur d'Alene.

Councilman Bruning expressed concern with the future of Memorial Field as the grand stands are in need of replacement. Doug Eastwood responded that the conceptual map included in the packet illustrates Memorial Field with the new grandstands therefore what the Museum is proposing will have no impact on Memorial Field.

Councilman Goodlander stated that in 2004 she expressed concern for the future expansion of the City Park activities as well as to limit the city's ability to make changes to the Four Corners Plan if Area 5 is reserved for the Museum site. She added that she is very much for the Museum and for the Museum to be located within Areas 5, 9 or 10. Councilman Goodlander asked Ms. Dahlgren how the fundraising is going. Ms. Dahlgren stated that they have not started their capital campaign, though they've received \$110,000 to date. She also reported that last week they hired a development officer who will plan and kick off the capital campaign. They plan to raise 5 – 7 Million Dollars.

Councilman Goodlander noted that she's had discussions with the Mayor who expressed concern that, as a general rule, they don't define in a long term Memorandum of Agreement, a specific \$ amount per year. She would like to see the Memorandum of Agreement amended to specify a *portion* of Area 5 [Article IV-1] and replace the long term lease of not more than \$1 [Article II-4] with *to be negotiated at the time of construction*.

**MOTION: by Edinger, seconded by Bruning, that Council adopt Resolution No. 08-045 approving the Memorandum of Agreement *contingent upon staff amending the MOU* to reserve a portion of Area 5 [Article IV-1] of the Four Corners area for construction of the new Museum of North Idaho and that the long term lease [Article II-4] be negotiated at the time of construction.**

**Item 4. Letter of Partnership/Safe Routes to School.  
(Agenda Item)**

Monte McCully, Trail Coordinator, on behalf of Kirsten Pomerantz, explained that last year, the City of Coeur d'Alene applied for and received a grant. The purpose is to encourage more activity, physical fitness among kids by providing safe routes to school and encourage them to ride or walk to school. The grant is split between infrastructure (example: installation of sidewalks) and non-infrastructure (example: education and

encouragement . The city received \$100,000 for infrastructure and \$1,600 for non-infrastructure. The funds have been spent on improved sidewalks on 15<sup>th</sup> Street adjacent to I-90 to make safer access between Lakes Middle School, Cherry Hill Park, and students' homes. Education and enticement activities included Bike & Walk to School Week May 12-16th at Lakes Middle School and Sorensen Elementary Schools and several informational booths at city, school, and community events. The 2009 SR2S grant application (for \$2,000) is being handled by Kirsten Pomerantz and will be for education and encouragement only. The projected costs will be minimal, involving staff time for consulting about special events like Bike and Walk to School Day on October 8th and mid-May, ongoing educational and enticement activities like Frequent Walker challenges, continued informational table outreach, mapping of preferred routes to school. Continuing to partner with the school district and other partner organizations will help increase the chances of grant approval which in turn will be used to improve Coeur d'Alene children's health, safety, and security; reduce obesity; improve school performance. Additionally, it will improve the City of Coeur d'Alene's presence as a Bicycle Friendly Community and will continue a regionally and nationally recognized climate of interagency communication and collaboration.

Mr. McCully went on to explain that the current sidewalk project will begin any time with improvements to and/or installment of sidewalks on 15<sup>th</sup> Street from I-90 to Best Avenue. ***LOCATION CORRECTION:** Mr. McCully learned after the meeting that the sidewalk improvements/installation will be on 15<sup>th</sup> Street from I-90 to Lakes Middle School, not to Best Avenue.*

**MOTION:** by Bruning, seconded by Edinger, that Council approve the continued partnership with the Safe Routes to School (SR2S) Program and Coeur d' Alene School District #271 and authorize a formal letter of partnership for the SR2S August 29<sup>th</sup> grant deadline.

*Councilman Goodlander asked staff to provide an update on the 15<sup>th</sup> Street/I-90 sidewalk project at the City Council meeting on Tuesday, August 19<sup>th</sup>.*

**Item 5. Easements and Quit Claim Deeds with ITD / Prairie Avenue Standpipe.**  
**(Consent Calendar)**

Jim Markley, Water Superintendent, explained that back in the early 1990's, when the Prairie Standpipe was being built, the City needed two Easements from Idaho Transportation Department. The intent was to have a permanent access easement from Wilbur Avenue to the standpipe. There was to be a temporary Easement coming from Mineral Drive for the trucks bringing the steel to build the standpipe. It was recently discovered that the legal descriptions attached to the Easements had been mixed up. The permanent easement was the temporary and vise-versa.

**MOTION:** by Edinger, seconded by Bruning, that Council Accept a permanent Easement from the State for access to the Prairie Standpipe from Wilbur Avenue and Relinquish the permanent Easement that is located under the new ISP building. ***CORRECTION:** after the meeting, the Legal Department determined that this is deeded property. Therefore, a public hearing to authorize transfer of the property will be set for September 16<sup>th</sup>.*

**Item 6. SCSEP Host Agency Agreement / Subsidized help for Parks Dept.**  
**(Resolution No. 08-046)**

Doug Eastwood, Parks Director, explained that the Parks Department has not used this organization in the past but are familiar with other municipalities that have used them and are currently using them. There is no long term obligation by the city. Mr. Eastwood explained that Experience Works pays the hourly wage to the

employee and they cover the employee with worker's comp and insurance. There is no financial obligation by the city other than to provide agreed upon training which would be described in the job description. The individual is screened by the Experience Works and would be filling needed vacancies that meet with the criteria of the city and the individual. The optimum goal would be that a position opens that can be filled by the Experience Works employee. This is a high probability within our janitorial staff. Experience Works subsidizes their employees up to 20 hours per week, our janitorial positions work 19 hours per week.

Councilman Edinger asked if this is akin to the program the federal government had years ago. Charlie Koski responded that yes, this is what used to be called the Green Thumb. The name was changed in 2002 to Experience Works. Barbara Gerry stated that it is through the Older Americans Act of 1965 when it was mandated to help people of 55 and older gain employment. Ms. Koski explained the qualifications as 1) you must be 55 or older 2) meet the federal poverty guidelines as set up by the government 4) you must be unemployed and 5) a US citizen. Ms. Koski went on to explained the process needed to place employees in a host agency.

Councilman Edinger asked if Experience Works could place employees in the Library. Ms. Koski responded yes, as long as they have someone that meets the job description criteria. Pam MacDonald, Human Resources Director, confirmed that this program could be very useful to the Parks Department as well as the Library.

**MOTION: by Edinger, seconded by Bruning, that Council adopt Resolution No. 08-046 authorizing the City of Coeur d'Alene to enter into a SCSEP Host Agency Agreement with Experience Works.**

***Councilman Goodlander requested a representative from Experience Works attend the City Council meeting on August 19<sup>th</sup> to provide the full Council with information on this program.***

The meeting adjourned at 1:00 p.m.

Respectfully submitted,

*Juanita Van Cleave*  
Recording Secretary

# **GENERAL SERVICES COMMITTEE PROGRAM REPORT**

DATE: August 4, 2008  
FROM: Monte McCully, Trails Coordinator  
and Kirsten Pomerantz, Volunteer Program Coordinator  
SUBJECT: Safe Routes to School Program

## **DECISION POINT:**

Recommend that the General Services Committee send to Council approval for continued partnership with the Safe Routes to School program and Coeur d'Alene School District #271. Immediate requested action is the signing of a formal letter of partnership for the Safe Routes to School August 29th grant deadline for the 2009 grant cycle.

## **HISTORY:**

Last year, the City of Coeur d'Alene was the sponsoring agency for Safe Routes to School, with the primary project being improved sidewalks on 15th street adjacent to I-90 to make safer access between Lakes Middle School, Cherry Hill Park, and students' homes. Education and enticement activities included Bike & Walk to School Week May 12-16th at Lakes Middle School and Sorensen Elementary Schools and several informational booths at city, school, and community events. The 2009 SR2S grant application is being handled by Kirsten Pomerantz and will be for education and encouragement only.

## **FINANCIAL ANALYSIS:**

The projected costs are minimal, involving staff time for consulting about special events like Bike and Walk to School Day on October 8th and mid-May, ongoing educational and enticement activities like Frequent Walker challenges, continued informational table outreach, mapping of preferred routes to school, and possible future (post 2009) engineering projects.

## **PERFORMANCE ANALYSIS:**

Continuing to partner with the school district and other partner organizations will help increase the chances of grant approval which in turn will be used to improve Coeur d'Alene children's health, safety, and security; reduce obesity; improve school performance. Additionally, it will improve the City of Coeur d'Alene's presence as a Bicycle Friendly Community and will continue a regionally and nationally recognized climate of interagency communication and collaboration.

## **DECISION POINT RECOMMENDATION:**

Recommend that the General Services Committee send to Council approval for continued partnership with the Safe Routes to School program and Coeur d'Alene School District #271. Immediate requested action is the signing of a formal letter of partnership for the Safe Routes to School August 29th grant deadline.

Mayor Sandi Bloem  
City of Coeur d'Alene  
710 E. Mullan Ave.  
Coeur d'Alene, ID 83814  
208-769-2300

August 4, 2008

Kirsten Pomerantz  
Program Coordinator  
CDA Safe Routes to School  
721 W. Garden Ave.  
Coeur d'Alene, ID 83814

Dear Kirsten,

The City of Coeur d'Alene is pleased to continue its work with Coeur d'Alene Safe Routes to School in the 2008/2009 program year. As a recent sponsoring agency for Safe Routes to School and a Bicycle Friendly Community, we look forward to providing some of the following benefits to the SR2S program:

- Active membership on the SR2S Leadership Committee through the Pedestrian/Bicycle Advisory Committee
- Event and education support through the Pedestrian/Bicycle Advisory Committee
- Publicity and event/outreach collaboration with the Parks Department
- Public education through TV 19, the community public access station
- Mapping support for preferred walking/biking routes to school from IT/GIS
- Consultation on future infrastructure projects through the Engineering Department

Sincerely yours,

Mayor Sandy Bloem

## **History**

The City of Coeur d'Alene was the sponsoring agency for CDA Safe Routes to School in 07/08 and is wrapping up their role as lead agency at the end of August 2008. Projects last year included:

**Engineering**--sidewalk improvement on 15th street around I-90 for Lakes Middle School students and Cherry Hill Park access

**Education**--Information booths at several community/school/city events including Earth Day, SD 271 Safety Fair, Celebrate Parks Day, and Thursday, August 28th downtown street fair

**Enticement**--Walk & Bike to School Week May 12-16, with Walking School Buses at Sorensen and Bryan Elementary and safety workshops and promotion at Lakes Middle School and prizes given to walkers and bikers at all three schools.

## **Benefits**

- Increased health and safety for school-aged children
- Continued strong cross-agency partnerships
- Improved Bicycle-Friendly City status

## **Activities for 2008/2009**

- \$2,000 to participating schools for incentives to walk and bike to school

Ongoing projects:

- Walking School Buses
- Frequent Mileage Cards
- Mapping of Preferred Routes
- Safety workshops and Bike Rodeos at schools and events

Events

- Thursday, August 28th downtown street fair--information, incentives, free helmets and fitting
- October 8th International Walk to School Day
- May National Bike Month

**Partnership**

- Active membership on the SR2S Leadership Committee through the Pedestrian/Bicycle Advisory Committee
- Event and education support through the Pedestrian/Bicycle Advisory Committee
- Publicity and event/outreach collaboration with the Parks Department
- Public education through TV 19, the community public access station
- Mapping support for preferred walking/biking routes to school from IT/GIS
- Consultation on future infrastructure projects through the Engineering Department

Other partners include:

- School District 271 as sponsoring agency
- Panhandle Health District 1/Idaho Physical Activity and Nutrition
- Terra Earth Sports
- Coeur d'Alene Police Department
- Partners in development: SD 271 PTO Alliance, Safe Kids of Kootenai County, IDFY, Cycling Grandmothers of Coeur d'Alene, Coeur d'Alene Centennial Trail Foundation, KMPO, SRTC

School Sites include:

- Sorensen Elementary School
- Bryan Elementary School
- Lakes Middle School



**GENERAL SERVICES COMMITTEE  
STAFF REPORT**

**DATE:** 11 August 2008  
**FROM:** Jim Markley, Water Superintendent  
**SUBJECT:** Easement corrections needed for the ISP building on Mineral Drive

=====

**DECISION POINT:**

Staff requests Council authority to accept a permanent access easement from the State for access to the Prairie Well from Wilbur Avenue and to release a permanent access easement lying beneath the new ISP building on Mineral Drive.

**HISTORY:**

When the Prairie Standpipe was originally constructed in 1993 the State provided the City with two easements: One was intended to be for permanent access from Wilbur Avenue and the other intended to be for temporary construction access from Mineral Drive. Unfortunately the legal descriptions were attached to the wrong documents. This error was not discovered until recently when the State began looking into building a new Idaho State Police building on Mineral Drive. The driveway to the Prairie Standpipe is located on the temporary easement. The permanent easement is located under the proposed ISP building. The City has no need to retain this easement

The solution to this problem is for the State to re-grant a permanent easement with a corrected description and for the City to relinquish the existing permanent easement. The State has prepared and submitted the corrected documents (attached).

**FINANCIAL ANALYSIS:**

Clearing up this error will have no financial impact on the City.

**PERFORMANCE ANALYSIS:**

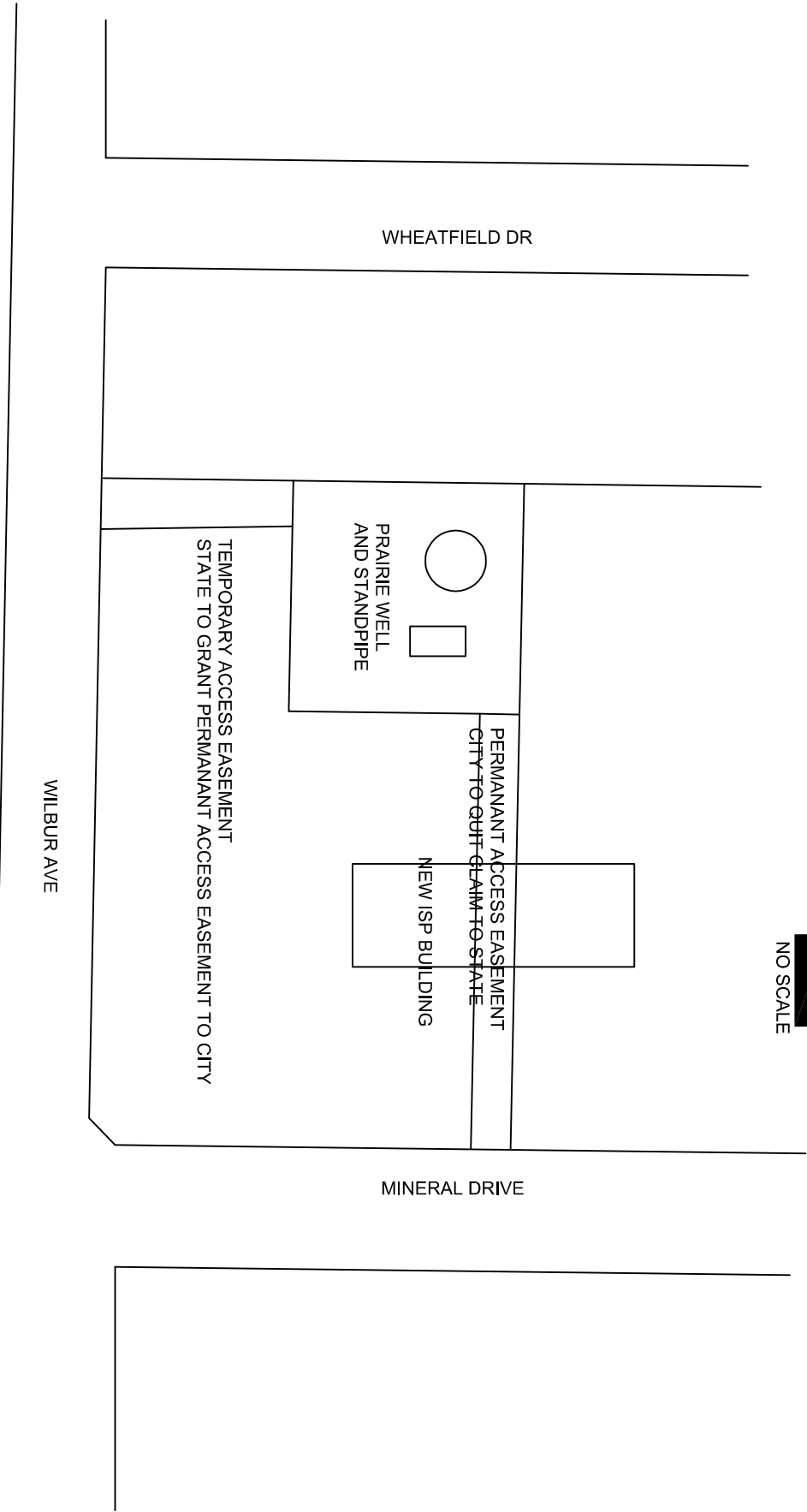
By correcting this problem now we can ensure that the easements are used as originally intended. Not resolving this problem could leave both the City and the State open to future problems caused by mischief makers.

**DECISION POINT/RECOMMENDATION:**

Staff requests the following action:

1. Accept a permanent easement from the State so the City can legally access the Prairie site from Wilbur Avenue.
2. Relinquish the permanent easement that runs to Mineral Drive and that is located under the new ISP building.

# PRAIRIE STANDPIPE EASEMENTS



QUITCLAIM DEED

Project No. Yard 11000  
Key 4261  
Parcel No. 0 Parcel ID No. 0043652

After recording return to:  
Right of Way  
Idaho Transportation Department  
PO Box 7129  
Boise, Idaho 83707-1129

THIS INDENTURE made between the CITY OF COEUR D'ALENE, a body politic and corporate of the State of Idaho, Grantor, and the STATE OF IDAHO, IDAHO TRANSPORTATION DEPARTMENT, acting by and through the IDAHO TRANSPORTATION BOARD, P.O. Box 7129, Boise, Idaho 83707-1129, Grantee.

WITNESSETH: That the Grantor, for value received, does by these presents remise, release, convey and forever QUITCLAIM, unto the Grantee the following described tract of land situated in the County of Kootenai, State of Idaho, to-wit:

See Exhibit "A" attached hereto and incorporation herein by reference.

Subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record or appearing on the land.

Grantor further represents that by ordinance duly passed by a 3/4 vote of all the elected, qualified and acting councilmen of said City on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, said ordinance did authorize the transfer and conveyance of said property to the State of Idaho, acting by and through the Idaho Transportation Department, and did determine that it was the judgment of said councilmen for the best interest of said City that said transfer and conveyance be made and that the consideration received by

QUITCLAIM DEED

Project No. Yard 11000  
Key 4261  
Parcel No. 0 Parcel ID No. 0043652

said City for said conveyance is the fair market value of said property as defined by law.

IN WITNESS WHEREOF, The City of Coeur d'Alene, Kootenai County, a municipal corporation of the State of Idaho, has caused these presents to be executed by its Mayor and City Clerk and its corporate seal to be affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

CITY OF COEUR D'ALENE

By: \_\_\_\_\_  
SANDI BLOEM, Mayor

Attest: \_\_\_\_\_  
SUSAN K WEATHERS CMC,  
City Clerk

STATE OF IDAHO       )  
                          ) ss.  
County of             )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008 before me, the undersigned, a Notary Public, in and for said State, personally appeared SANDI BLOEM and SUSAN K WEATHERS CMC, known to me to be the duly elected and acting Mayor of the City of Coeur d'Alene, and the duly appointed and acting City Clerk of Coeur d'Alene, Kootenai County, State of Idaho, a municipal corporation of the State of Idaho, which executed the above and foregoing deed and acknowledged to me that such municipal corporation executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing in \_\_\_\_\_  
My commission expires \_\_\_\_\_

EXHIBIT A

Project Yard 11000  
Key No. A4261  
Parcel 1  
ITD Parcel No. 0043652  
August 1, 2007

A parcel of land being West of the West right of way line of existing Mineral Drive, being a portion of Lot 2 Block A 1<sup>st</sup> ADD. TO NORTH 95 COMMERCIAL TRACTS according to the Plat recorded in Book F at Page 368, records of Kootenai County Idaho, lying situated in the NE ¼ Section 26 Township 51 North Range 4 West Boise Meridian, more particularly described as follows, to-wit:

Commencing at a rod 5/8 inch diameter with a aluminum cap 3 ½ inch diameter, as shown on CP&F form recorded under Instrument No. 990562. records of Kootenai County Idaho, marking the Center Quarter Corner of said Section 26;

Thence North 0° 42' 15" East along the North-South centerline of said Section 26 a distance of 175.0 feet to the Southwest Corner of said Lot 2 Block A, 1<sup>st</sup> ADD. TO NORTH 95 COMMERCIAL TRACTS, Kootenai County Idaho, being a rebar ½ inch diameter;

thence South 88° 49' 36" East along the South line of said Lot 2 Block A 175.00 feet to the Southeast corner of said Lot 2 Block A, being a rebar ½ inch diameter;

thence North 0° 42' 15" East along the Easterly line of said Lot 2 Block A 145.0 feet, being a rebar ½ inch diameter and the **TRUE POINT OF BEGINNING**;

thence continuing North 0° 42' 15" East along extended said Easterly line 30.0 feet to a point in the North line of said Lot 2 Block A ;

thence South 88° 49' 36" East along said North line, 329.89 feet to a point in the West right of way line of said existing Mineral Drive, being a rebar ½ inch diameter;

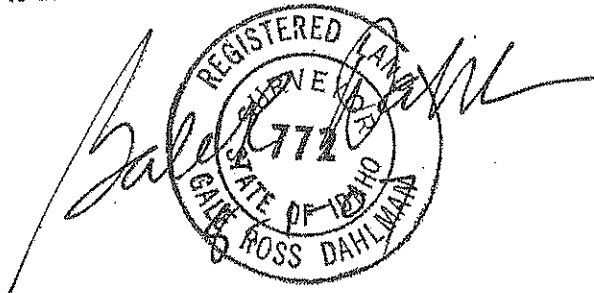
thence South 0° 42' 15" West along said West right of way line 30.0 feet, being a rebar ½ inch diameter;

thence North 88° 49' 36" West parallel to the said North line of Lot 2 Block A 329.89 feet to the **TRUE POINT OF BEGINNING**.

The area above described contains 9896 square feet or 0.227 acres more or less.

The area above described subject to all easements of record or view as of this date .

The basis of bearings of the above described parcel is from 1<sup>st</sup> ADD. TO NORTH 95 COMMERCIAL TRACTS, according to the Plat recorded in Book F at Page 368, records of Kootenai County Idaho.



QUITCLAIM DEED

Project No. Yard 11000  
Key 4261  
Parcel No. 5 Parcel ID No. 0043653

After recording return to:  
Right of Way  
Idaho Transportation Department  
PO Box 7129  
Boise, Idaho 83707-1129

THIS INDENTURE made between the STATE OF IDAHO, IDAHO TRANSPORTATION DEPARTMENT, acting by and through the IDAHO TRANSPORTATION BOARD, Grantor, and, the CITY OF COEUR D'ALENE, a body politic and corporate of the State of Idaho 710 E Mullan Avenue, Coeur d'Alene, Idaho 83814, Grantee.


WITNESSETH: That the Grantor, for value received, does by these presents remise, release, convey and forever QUITCLAIM, unto the Grantee the following described tract of land situated in the County of Kootenai , State of Idaho, to-wit:

See Exhibit "A" attached hereto and incorporation herein by reference.

Subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record or appearing on the land.

IN WITNESS WHEREOF, The Grantor has hereunto executed these presents on the 30<sup>th</sup> day of July, 2008.

STATE OF IDAHO, Acting by and  
through the Idaho  
Transportation Board

BY:   
LOREN D. THOMAS, PE,  
Assistant Chief Engineer  
(Development)

Page 1

RECORD AT THE REQUEST OF THE STATE OF IDAHO  
FEE EXEMPT - I.C. 67-2301

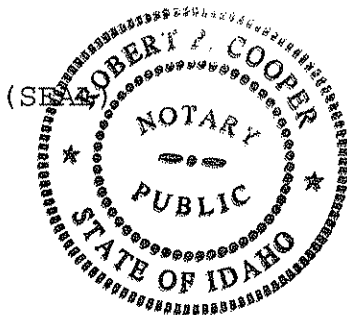
July 28, 2008

QUITCLAIM DEED

Project No. Yard 11000  
Key 4261  
Parcel No. 5 Parcel ID No. 0043653

STATE OF IDAHO            )  
                                  ) ss.  
County of Ada            )

On this 30<sup>th</sup> day of July, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared LOREN D. THOMAS, known to me to be the Assistant Chief Engineer (Development) for the State of Idaho, Idaho Transportation Department, by and through the Idaho Transportation Board, whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as such Assistant Chief Engineer (Development) for the State of Idaho.



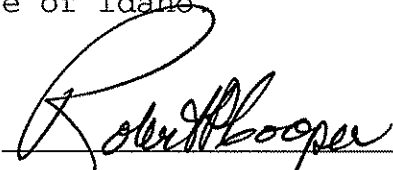
  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Boise  
My commission expires 01-11-2011

EXHIBIT A

Project: Yard 11000  
Key No. A4261  
Parcel No. 2  
ITD Parcel No. 0043653  
August 1, 2007

A parcel of land being North of the North right of way line of existing Wilbur Ave., being a portion of Lot 1 Block A 1<sup>st</sup> ADD. TO NORTH 95 COMMERCIAL TRACTS according to the Plat recorded in Book F at Page 368, records of Kootenai County Idaho, lying situated in the SW ¼ NE ¼ Section 26 Township 51 North Range 4 West Boise Meridian, more particularly described as follows, to-wit:

Commencing at a rod 5/8 inch diameter with a aluminum cap 3 ½ inch diameter, as shown on CP&F form recorded under Instrument No. 990562, records of Kootenai County Idaho, marking the Center Quarter Corner of said Section 26;

Thence North 0°42'15" East along the North-South centerline of said Section 26 a distance of 30.0 feet to the Southwest Corner of said Lot 1 Block A, 1<sup>st</sup> ADD. TO NORTH 95 COMMERCIAL TRACTS, Kootenai County Idaho, being a rebar 5/8 inch diameter and the TRUE POINT OF BEGINNING;

thence North 0°42'15" East along the Easterly line of Lot 1 Block A 145.0 feet to the Southwest corner of Lot 2 Block A, being a rebar ½ inch diameter;

thence South 88°49'36" East along said South line, 30.0 feet, being a rebar ½ inch diameter;

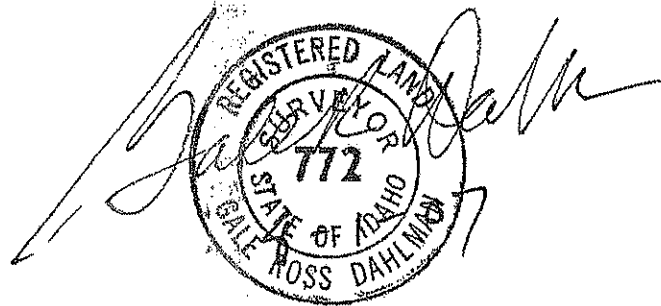
thence South 0°42'15" West parallel to said West line Lot 1 Block A 145.0 feet to a point in the South line of said Lot 1 Block A, being a rebar ½ inch diameter;

thence North 88°49'36" West along the South line of said Lot 1 Block A 30.0 feet to the TRUE POINT OF BEGINNING.

The area above described contains 4350 square feet or 0.100 acres more or less.

The area above described subject to all easements of record or view as of this date.

The basis of bearings of the above described parcel is from 1<sup>st</sup> ADD. TO NORTH 95 COMMERCIAL TRACTS, according to the Plat recorded in Book F at Page 368, records of Kootenai County Idaho.





**GENERAL SERVICES COMMITTEE  
STAFF REPORT**

**August 11, 2008**

**From: Doug Eastwood, Parks Director**

**Subject: Entering into Host Agency Agreement with Experience Works**

**Decision Point:** Recommend entering into an agreement with Experience Works. This organization screens and provides subsidized employees that will receive training in various aspects of parks and building maintenance.

**History:** The Parks Department has not used this organization in the past but we are familiar with other municipalities that have used them and are currently using them. The results have been great. There is no long term obligation by the city.

**Financial Analysis:** Experience Works pays the hourly wage to the employee and they cover the employee with worker's comp and insurance. There is no financial obligation by the city other than to provide agreed upon training which would be described in the job description.

**Performance Analysis:** The individual screened by the Experience Works would be filling needed vacancies that meet with the criteria of the city and the individual. The optimum goal would be that a position opens that can be filled by the Experience Works employee. This is a high probability within our janitorial staff. Experience Works subsidizes their employees up to 20 hours per week, our janitorial positions work 19 hours per week.

**Decision Point:** I would recommend that the CDA Parks Department and/or the City of CDA become a Host Agency and enter into an agreement with Experience Works.

RESOLUTION NO. 08-046

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO  
AUTHORIZING A SCSEP HOST AGENCY AGREEMENT WITH EXPERIENCE WORKS TO  
PROVIDE SUBSIDIZED EMPLOYEES TO THE CITY.

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

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

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

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

DATED this 19<sup>th</sup> day of August, 2008.

---

Sandi Bloem, Mayor

ATTEST:

---

Susan K. Weathers, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER KENNEDY Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER HASSELL Voted \_\_\_\_\_

COUNCIL MEMBER GOODLANDER Voted \_\_\_\_\_

COUNCIL MEMBER BRUNING Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.



## SCSEP HOST AGENCY AGREEMENT

State \_\_\_\_\_

County \_\_\_\_\_

|                     |      |                                                                                                                                                       |      |
|---------------------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| Name of Host Agency |      | Host Agency Type<br><input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local <input type="checkbox"/> 501(c)(3) |      |
| Address             | City | State                                                                                                                                                 | Zip  |
| Telephone           | Fax  | Email                                                                                                                                                 | FEIN |

**A. PURPOSE:** Host Agency and Experience Works enter into this Agreement for the purpose of joint engagement in the Senior Community Service Employment Program (SCSEP), in order to provide public benefit by providing training and work experience for SCSEP participant(s) while at the same time performing valuable community services. Host Agency agrees to provide meaningful work experience and training to participant(s) in exchange for federally subsidized hours of participant(s) assigned to Host Agency by Experience Works for community service. Host Agency agrees to support SCSEP objectives by actively providing training, supporting older workers, and, if possible, hiring participant(s) in permanent employment position(s). Host Agency has no right to participant assignment and Experience Works may reassign participant(s) and/or participant position(s) at any time in accordance with SCSEP rules, regulations, and policies.

**B. HOST AGENCY RESPONSIBILITIES:** Host Agency agrees to:

- 1. Training Assignment:** Provide community service assignments for participant(s) commensurate with his/her abilities and skills, in accordance with participant(s) Training Assignment(s). Assist Experience Works in developing Training Assignment(s) for participant(s), which shall be attached and incorporated herein, and shall contain a description of assignment, duties and responsibilities, and training schedule, including hours per week, timeline and anticipated completion date. Immediately report and coordinate any changes in training duties or responsibilities with Experience Works and assist in amending Training Assignment(s) accordingly. All Training Assignments must be approved and authorized by Experience Works before performance by participant(s).
- 2. Schedule and Authorized Hours:** Assure participant schedule(s) complies with number of hours specified in participant Training Assignment and that participant(s) is permitted to train twenty (20) hours per week, unless more or less hours are authorized in advance by Experience Works. Host Agency shall not permit participant(s) to perform community service for any hours not in accordance with those expressly authorized by Experience Works or to volunteer hours. In the event that participant performs community service in excess of authorized hours, or permits participant to return to community service training assignment after being on Leave Without Pay (LWP) for more than thirty (30) days without prior authorization from Experience Works, Host Agency shall compensate participant(s) for such time. In addition, Host Agency understands that in order to be eligible for SCSEP, participant(s) must be unemployed; therefore, Host Agency agrees and shall not maintain participant(s) on its payroll except upon permanent employment. Host Agency agrees to release Experience Works from liability for all wages, conduct, occurrences, or injuries occurring outside of authorized participant schedule(s) or scope of Training Assignment.
- 3. Supervision and Training / Performance Evaluations:** Provide participant(s) with orientation, day-to-day direct supervision, instruction, and training at no cost to Experience Works (other than for subsidized hours performed by participant(s)). Follow policies, procedures, and practices established by Experience Works for the operation of SCSEP, including those in SCSEP Calendar Handbook. Meet with Experience Works representatives at least annually to discuss participant(s) performance and Host Agency responsibilities. Immediately report participant performance problems, failure to follow training schedule, absence without leave (AWOL), and any other like matters. Immediately notify Experience Works of change of Host Agency participant supervisor. Host Agency Supervision hours reported as SCSEP In-kind Contributions cannot be used as a match for other federal programs.
- 4. Time and Attendance Reports:** Accurately record and report actual time and attendance of participant(s). Verify participant(s) time in training by signing participant time sheet(s) in ink and timely submit to Experience Works. Participant(s) and Host Agency supervisor must initial corrections to time sheets. Host Agency understands that inaccurate time and attendance reports may be a violation of False Claims Act, 31 U.S.C. §3729.
- 5. Reports:** Report on a bi-weekly basis on participant time sheets a true and accurate statement of hours of participant supervision or other costs contributed to SCSEP by Host Agency. Host Agency understands that inaccurate supervision or contribution reports may be a violation of False Claims Act, 31 U.S.C. §3729. When requested, appropriate or necessary, report participant performance, training progress, and community service accomplishments. Immediately report participant requests for disability accommodation, any complaints of discrimination, and accidents.
- 6. Equipment and Supplies:** Furnish any tools, equipment, supplies, and safety training and equipment, and preparation and training required to perform participant's assignment with the Host Agency at no cost to Experience Works.
- 7. Health Screening / Supportive Services:** Assist in securing an annual health screening for participant(s), at reduced or no cost, if requested by participant(s). Assist in furnishing supportive services to participant(s) as needed to carry out their community service training assignment.
- 8. Safe Training Site / Accidents:** Provide participant(s) with training site that is safe, healthful, free of drugs and alcohol, and follow all laws governing workplace safety. Immediately report all assignment-related accidents by contacting Experience Works within 24 hours, completing a supervisor's accident report, and providing all requested follow-up.
- 9. Experience Works Training / Participant Job Search Activities:** Permit participant(s) to attend meetings and training required or provided by Experience Works. If consistent with Host Agency policy, assist with transportation or travel reimbursement for participant(s). Host Agency shall endeavor to attend Experience Works training sessions. Support participant(s) job search activities by permitting leave for interviews, providing referrals, references, and, if possible, job offers.

**C. NONDISCRIMINATION:** Host Agency shall comply with all Federal and state nondiscrimination laws and shall not subject participant(s) to discrimination based on age, race, color, religion, sex, national origin, disability, veteran status, political affiliation, or any other basis prohibited by law. Host Agency shall make any accommodations required by the Americans with Disabilities Act, 42 U.S.C. §12101, and adhere to confidentiality requirements of the Act. This provision is not intended to create third party beneficiaries or confer contractual rights on any third party.

# SCSEP HOST AGENCY AGREEMENT PART TWO

State \_\_\_\_\_

County \_\_\_\_\_

- D. INSURANCE:** If participant duties include driving, Host Agency shall maintain automobile liability insurance in the amount of at least \$100,000 per person, \$300,000 per accident for bodily injury, and \$25,000 per accident for property damage (or a combined single limit of at least \$300,000) and name Experience Works and the participant(s) as an additional insured while engaged in the performance of their training assignments. Applicable statutes will govern the limits of liability for Federal, state, and local government Host Agencies.
- E. PRIVACY ACT:** All participant(s) records are subject to the Privacy Act, 5 U.S.C. § 552a, and neither party shall release records without written release signed by participant(s) or otherwise in accordance with law.
- F. RECORDS RETENTION AND ACCESS:** Host Agency shall maintain all records, including original or copies of participant(s) time sheets, relating to this Agreement for a period of four years. Host Agency shall retain original participant(s) time sheets if faxed to Experience Works for payment. Experience Works or the U.S. Dept. of Labor, through any authorized representative, shall have access to and the right to examine all records related to this Agreement.
- G. MAINTENANCE OF EFFORT / NEPOTISM / POLITICAL PATRONAGE AND ACTIVITIES:** Assignment of participant(s) shall not displace existing workers or decrease existing contracts for services, including partial displacement by reducing hours or employment benefits, laying off, or requiring participant(s) to perform work of persons on layoff, or result in substituting federal funds for other funds in connection with work that would otherwise be performed. Participant(s) shall not be assigned to a Host Agency where a member of participant's family is engaged in a decision-making capacity, whether paid or unpaid, at the Host Agency. Host Agency shall not favor or discriminate against a participant(s) based on political affiliation. Participant(s) shall not be permitted to engage in partisan or non-partisan political activities during training assignment hours.
- H. LIMITATION OF LIABILITY/HOLD HARMLESS:** Experience Works does not conduct criminal background checks on participants, nor does it agree to indemnify or accept any responsibility or liability therefore. Host Agency agrees that Experience Works evaluation and assessment of participants are not designed to ascertain criminal background information. Host Agency is solely responsible for investigating participant background and payment of any associated cost. If participant(s) is/are permitted by Host Agency to handle cash, negotiable instruments or securities, or other valuables as part of the Training Assignment duties, Host Agency shall hold Experience Works harmless from any claims for lost of cash, negotiable instruments or securities, or other valuables. Host Agency agrees to hold Experience Works harmless from any liability resulting from the conduct of Host Agency employees and representatives and for any acts or omissions arising out of supervision or training of participant(s). Applicable statutes will govern the limits of liability for Federal, state, and local government agencies.
- I. TERMINATION:** Either party may terminate this Agreement at any time for any reason upon notification to the other party.
- J. AMENDMENT:** Any amendment, modification, or addendum to this Agreement, including changes or modifications to Training Assignment(s), must be made by mutual consent of the parties, in writing, signed and dated by both parties, prior to assignment of participant(s) to Host Agency or any changes being performed.

My signature acknowledges that I have received orientation.

|                                                  |           |      |
|--------------------------------------------------|-----------|------|
| HOST AGENCY REPRESENTATIVE'S NAME AND TITLE      | SIGNATURE | DATE |
| EXPERIENCE WORKS REPRESENTATIVE'S NAME AND TITLE | SIGNATURE | DATE |

Rev. 9/04

OTHER BUSINESS

## **MEMORANDUM**

DATE: August 05, 2008

TO: MAYOR BLOEM AND THE CITY COUNCIL

FROM: PAM MACDONALD, HUMAN RESOURCE DIRECTOR

RE: INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
AGREEMENT

---

### **DECISION POINT:**

The Council is requested to approve the proposed negotiated IAFF Union Agreement establishing a five year contract, compensation and benefits.

### **HISTORY:**

This Understanding shall be applicable to International Association of Firefighters Union represented classifications for a term commencing October 1, 2008 and ending September 30, 2013. All prior resolutions between the City and the IAFF will no longer be applicable unless specifically provided herein.

### **FINANCIAL:**

The following are the significant highlights regarding the negotiated contract:

- 5 year contract
- 3% Fixed Annual COLA Increases
- Establishes Senior Pay Status
- Increase to education incentive pay

### **PERFORMANCE ANALYSIS:**

The negotiated contract provides necessary consistency and equity.

### **DECISION POINT/RECOMMENDATION:**

The Council is requested to approve the proposed negotiated IAFF Union Agreement establishing a five year contract, compensation and benefits.

RESOLUTION NO. 08-047

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO  
AUTHORIZING AN AGREEMENT BETWEEN LOCAL NO. 710 INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS AND THE CITY OF COEUR D'ALENE.

WHEREAS, an agreement has been negotiated between representatives of the City of Coeur d'Alene, hereinafter referred to as "City," and Local No. 710, International Association of Firefighters, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

BE IT FURTHER RESOLVED, that the City enter into an agreement with Local No. 710 International Association of Firefighters in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference.

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

DATED this 19<sup>th</sup> day of August, 2008.

---

Sandi Bloem, Mayor

ATTEST:

---

Susan K. Weathers, City Clerk



Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER GOODLANDER Voted \_\_\_\_\_

COUNCIL MEMBER HASSEL Voted \_\_\_\_\_

COUNCIL MEMBER BRUNING Voted \_\_\_\_\_

COUNCIL MEMBER KENNEDY Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this ~~16th~~19th day of ~~September~~ August, ~~2008~~  
~~2003~~ by and between the CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO,  
hereinafter referred to as the "CITY" and COEUR D'ALENE FIREFIGHTERS LOCAL NO. 710  
~~1494~~, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereinafter referred to as the  
"UNION,"

**WITNESSETH,**

**WHEREAS**, I.C. 44-1802 authorizes firefighters in any city to bargain collectively with  
their respective city and to be represented by a bargaining agent in such collective bargaining  
process as to wages, rates of pay, working conditions and all other terms and conditions of  
employment, and,

**WHEREAS**, the City of Coeur d'Alene and the Union have collectively bargained since  
1980 and copies of previous agreements are available at the office of the City Clerk, and,

**WHEREAS**, the majority of the firefighters of the CITY have selected the UNION as their  
sole and exclusive bargaining agent for all members of the fire department of the CITY, and,

**WHEREAS**, the representatives of the UNION timely presented to the CITY written notice  
for a meeting for collective bargaining purposes, pursuant to the provisions of said I.C. 44-1802,  
and,

**WHEREAS** the CITY and representatives of the UNION have met and conferred in good  
faith to resolve and mutually agree upon wages, rates of pay, working conditions, and all other terms  
and conditions of employment and, as a result thereof, the CITY and the UNION desire to enter into  
a collective labor agreement for the term as specified in Article II.

**NOW, THEREFORE**, the parties hereby mutually agree as follows:

## CONTENTS

|                             |                                         |
|-----------------------------|-----------------------------------------|
| Article I                   | Purposes                                |
| Article II                  | Term of Agreement                       |
| Article III                 | Recognition                             |
| Article IV                  | Union Security & Checkoff               |
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| Article XXXII <del>I</del>  | Binding Arbitration                     |
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| <u>Article XXXII</u>        | <u>Social Security Option</u>           |
| <u>Article XXXIII</u>       | <u>FRF Excess Contributions</u>         |
| <u>Article XXXIV</u>        | <u>Urban Renewal District Opener</u>    |

## ARTICLE I PURPOSES

It is the purpose of this Agreement to achieve and maintain harmonious relations between the CITY and the UNION, to provide for equitable and peaceful adjustment of differences that may arise and to establish proper standards of wages, hours and other conditions of employment.

## ARTICLE II TERM OF AGREEMENT

SECTION 1. This Agreement shall be effective as of the first day of October ~~2003~~ 2008 and shall remain in full force and effect until the thirtieth day of September ~~2008~~ 2013. If a new agreement has not been reached between the CITY and the UNION upon expiration of this agreement, this agreement will remain in effect and unchanged until a new agreement is reached.

~~SECTION 2. The Union hereby agrees to participate with the City in a study to determine if and how the City's Personnel Administration system, including the Civil Service Ordinance and Personnel Rules, can be combined, said study to be completed no later than October 1, 2004.~~

## ARTICLE III RECOGNITION

The CITY recognizes the UNION as the exclusive bargaining agent for all of the employees of the fire department, except the fire chief, deputy fire chief, administrative support I/receptionist, administrative support II, and executive assistant. Classifications within the bargaining unit are recognized to be Division Chief, Captain, Lieutenant, Engineer, Firefighter, ~~EMS Lieutenant~~, and Fire Inspector. If the following classifications are created, the position will be represented by the union: EMS Captain, EMS Lieutenant, ~~Division Chief~~, Battalion Chief, Shift Commander, Lieutenant Fire Inspector, Captain Fire Inspector, Training Lieutenant, Training Captain, Maintenance Lieutenant, and Maintenance Captain.

Upon the hiring of three new firefighter positions, the CITY has the option to reclassify the existing Division Chief to a Deputy Chief position not represented by the UNION. If the City establishes a need to add a Division Chief position, duties will be determined; a job description will be created based upon department needs and the position will be leveled accordingly. The UNION shall represent any position created with the title of Division Chief.

## ARTICLE IV UNION SECURITY AND CHECKOFF

SECTION 1. CITY shall remit, ~~at the place and address directed in writing by the UNION, to the UNION Treasurer,~~ union dues and assessments ~~on/or before the first day of the following month;~~ within the seven (7) business days following a payday. ~~s~~Such dues and assessments or service charges are withheld from the pay of each employee. Each employee shall file a written authorization approving the deduction, and remittance, from his/her pay for said dues and

assessments or service charges.

SECTION 2. The UNION shall indemnify, defend and save the CITY harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result of any conduct taken by the CITY for the purpose of complying with the sections of this article.

## **ARTICLE V CITY SECURITY**

SECTION 1. The UNION and the employees agree that during the term of this Agreement, they will not cause, encourage, participate in, or support any slow-down, strike, or picketing against the CITY or other interruption of or interference with the normal functions of the CITY. The UNION and the employees further agree, that during the term of this Agreement, no firefighter will recognize a picket line of any labor organization while in the performance of his/her official duties. Violation of this paragraph shall be grounds for disciplinary action.

SECTION 2. No employee will engage in outside employment that will adversely affect the performance of his/her duties or be a conflict of interest or a discredit to the City of Coeur d'Alene, in accordance with the Personnel Rules and Regulations in effect as of the date of this agreement.

## **ARTICLE VI UNION BUSINESS**

SECTION 1. Firefighters elected or appointed to local and state UNION offices shall be granted time off as specified herein with pay to perform their UNION functions. Reasonable notice shall be given when requesting time off to perform UNION functions; such notice shall be at least five (5) calendar days whenever possible. The CITY agrees to provide paid replacements for up to seven (7) shifts each fiscal year for UNION functions when necessary to maintain staffing levels. After the CITY has provided seven (7) shifts (or a total of one hundred sixty-eight (168) hours of paid replacements to maintain minimum staffing levels, additional time off shall be granted utilizing the shift exchange procedure provided by Article XIII of this Agreement. Reasonable notice shall be given when requesting time off to perform UNION functions. If authorized by the Chief, or Deputy Chief in the Chief's absence, additional UNION time may be given if it can be shown to be in the best interest of the department, the UNION and the CITY.

SECTION 2. In addition, for the purpose of handling situations that may arise through any and all grievance procedures, all meetings with the city and or fire department that coincide with regular work days of the union member or members involved in representing the grievant/s may receive twenty four (24) hours of paid replacement per fiscal year. The union member/s representing the grievant can only ask for this time when representing a member during grievance meetings or procedures with the city and or any meetings in which representation is asked for. Unused hours in this article shall not rollover to the next fiscal year.

## **ARTICLE VII DISCRIMINATION**

The CITY and the UNION agree not to discriminate against any employee for his/her activity in behalf of, or membership or non- membership in the UNION. The CITY and the UNION agree that there shall be no discrimination against any employee because of race, color, religion, disability, national origin, age, ~~marital status,~~ or sex.

## ARTICLE VIII MINIMUM STAFFING

~~Article VIII: Minimum Staffing is amended Dec 2007 to read as follows:~~

SECTION 1. It is agreed that the intent of this article is to have a minimum staffing level of fourteen (14) firefighters (ranks firefighter through captain) on duty and available for initial response ~~as of December 4, 2007,~~ of which two will be Idaho State certified paramedics.

SECTION 2. It is the intent that all existing stations should be manned with a minimum of one fire apparatus. It is the intent that all fire apparatus should be manned with a minimum of three firefighters consisting of one company officer or acting company officer, one engineer or acting engineer, and one firefighter.

It is the intent that two ambulances should be manned with a minimum of two firefighters each.

It is the intent that the paramedic chase car should be manned with a minimum of one firefighter who is an Idaho State certified paramedic.

Anytime a fire apparatus leaves the City for mutual aid or the staffing falls below three (3), the Captain or Acting Captain, deputy chiefs or fire chief may authorize off-duty personnel to be called back for extra duty.

The purpose of this article is to provide sufficient on-duty staffing to provide for safe and efficient fire suppression operations. Nothing in this article or Agreement shall limit the City's right to layoff for lack of funds.

~~SECTION 3. — It is recommended that the main station be staffed by five (5) firefighters (ranks firefighter through captain) at the beginning of each shift. This will consist of a minimum of three (3) on the ladder or engine in the station and two (2) on the ambulance. Anytime the fire apparatus leaves the City for mutual aid or the staffing falls below three (3), the Captain or Acting Captain, deputy chiefs or fire chief may authorize off duty personnel to be called back for extra duty.~~

~~SECTION 4. — It is recommended that station 2 be staffed by five (5) firefighters (rank firefighter through captain) at the beginning of each shift and at all times shall be manned by at least three (3) firefighters. This will consist of a minimum of three (3) on the ladder or engine in the station, and two (2) on the ambulance. Anytime the fire apparatus leaves the City for mutual aid or the staffing falls below two (2), the Captain or Acting Captain, deputy chiefs or fire chief may authorize off duty personnel to be called back for extra duty.~~

~~SECTION 5. It is recommended that station 3 be staffed by four (4) firefighters (rank firefighter through captain) including one paramedic at the beginning of each shift. The engine shall have a minimum of three (3) personnel. Anytime the fire apparatus leaves the City for mutual aid or staffing falls below three (3) the Captain, Acting Captain, deputy chiefs or fire chief may authorize off duty personnel to be called back for extra duty.~~

~~SECTION 6 It is recommended that a station 3 Paramedic SUV Car be staffed by at least one (1) firefighter (rank firefighter through captain) with a current Idaho paramedic certificate.~~

SECTION 37. The purpose of this Section is to allow on-duty personnel the opportunity to attend the following functions outside the City limits:

1. School/classes
2. Conferences/Seminars
3. Meetings/Miscellaneous functions, approved by the Fire Chief or Deputy Fire Chief in the Chief's absence.

In order to ensure a quick response to emergency incidents within the City, the above functions shall be approved only if they fall within the following boundaries:

- N- North to Wyoming Avenue
- S- South to the North Base of Mica Grade.
- E- East to the National Forest line/Southeast to the Mullan Trail I-90 Exit.
- W- West to Highway 41.

Note: In addition to the above set boundaries, the use of Dalton City Hall, located at 4th Street and Hanley Avenue, shall be available for an entire duty crew to attend the previously mentioned functions.

Prior to attending a function on-duty that falls outside the city limits, those personnel wishing to attend said function shall obtain the approval of their Captain or Acting Captain, deputy chief or fire chief. No more than one station regardless of the staffing levels will be allowed to attend functions on any given day. The shift captain, deputy chief or fire chief however, may allow that number to increase if they feel confident their area of responsibility is sufficiently covered. The shift captain shall have the ability to cancel or recall on-duty personnel from attending a function if it is felt that weather conditions, increase in emergency activity, or under other circumstances, the attendance of said function will greatly delay the response back to the city limits.

## **ARTICLE IX**

### **PREVAILING RIGHTS**

All rights and privileges held by the employees at the present time which are not included in this Agreement shall remain in force and unchanged and unaffected in any manner.

## **ARTICLE X**

### **SUPPLEMENTAL AGREEMENT**

The terms and provisions herein contained shall constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous Agreements or understanding, whether written, oral or implied.

## **ARTICLE XI**

### **RULES AND REGULATIONS**

SECTION 1. All employees of the bargaining unit shall comply with all Coeur d'Alene City Fire Department Rules and Regulations, which by reference are incorporated herein and made a part hereof, including those relating to conduct and work performance; such rules shall not be applied in a discriminatory manner by either party. It is further recognized that the department rules and regulations shall be subject to the grievance procedure.

SECTION 2. Any changes in or updating of rules and regulations, which affect employee rights or terms and conditions of employment, shall be accomplished through mutual consent during the term of this Agreement.

SECTION 3. If mutual consent cannot be reached on a change in or updating of a rule or regulation, either party may initiate the grievance procedure at the council level.

## **ARTICLE XII**

### **GRIEVANCE PROCEDURE**

SECTION 1. Grievances or disputes that may arise including the interpretation of this Agreement, or as a result of the adoption of rules and regulations provided in Article XI, shall be settled in the following manner.

SECTION 2. The UNION may form a grievance committee that shall, from time to time, acquaint itself with grievances submitted to it by any firefighter governed by this Agreement. Such committee may, in the event it deems a grievance meritorious, refer the grievance to the fire chief, in accordance with the procedure provided in Section 3 for the purpose of correcting, rectifying and adjusting the grievance. In addition, the committee may submit grievances in all cases regarding the interpretation and application of this Agreement.

SECTION 3. The procedure for adjudicating grievances is as follows:

Step 1. The employee and/or the grievance committee shall discuss the grievance with the



deputy fire chief within ~~forty five (45)~~thirty (30) calendar days from the occurrence thereof or the employee's knowledge thereof. The deputy fire chief shall respond to the grievance no later than ~~fifteen (15)~~five (5) ~~business~~ working days after the grievance was brought to his attention.

Step 2. If the grievance remains unresolved, it must be stated in writing and presented to the fire chief no later than five (5) ~~business~~ working days after the deputy fire chief response, and the fire chief shall set a time and place for hearing the grievance presented by the representatives of the grievance committee with or without the presence of the complaining employee within five (5) ~~business~~ working days after such grievance has been referred to the fire chief; but, in the event the fire chief is out of the city or away from duty at the time the grievance is referred to his office, then the fire chief shall, within five (5) ~~business~~ working days following ~~his~~ return to the city and/or assuming work duty, establish a time and place for hearing the grievance, with or without the presence of the complaining employee, as presented by the representatives of the grievance committee.

A. The fire chief shall render a decision within five (5) ~~business~~ working days after hearing the grievance as presented, but if the fire chief has not rendered a decision within said five (5) ~~business~~ working days, the grievance will be deemed as a matter of law to have been rejected.

B. The committee may appeal the fire chief's decision to the city council within five (5) business days, which must render a decision to be determined on an administrative basis within three (3) weeks after written notice of appeal has been filed with the council. The council may also take further testimony or make further inquiry as it deems proper. The decision of the Council shall be served on the appellant by mailing a copy to Local No. ~~710~~ 1494, at P.O. Box 2064, Coeur d'Alene, certified mail return receipt requested or by personal service on an officer of Local No. ~~710~~ 1494.

C. The Council and Committee may agree to mediation prior to arbitration. If the parties agree to mediation time limits shall be stayed until at least one party advises the other that mediation has not been successful.

Step 3. The committee may appeal the council's decision to an arbitration board whose constitution, functions and procedure for appointment are as follows:

A. The appeal of the council's decision must be filed with the city clerk within five (5) ~~business~~ working days from the date of the council's decision.

B. At the time of filing its notice of appeal, the committee shall, in writing, appoint and name an arbitrator who shall not be a member of the UNION. The CITY, by written notice, within five (5) ~~business~~ working days after receipt of such notice by the committee, shall appoint a second arbitrator who shall not be an elected official or employee of the CITY. When the two (2) arbitrators have been so appointed as hereinabove provided, they shall select a third arbitrator within five (5) ~~business~~ working days

who shall be chairman of the arbitration board. Said notice of such appointment shall be signed by both arbitrators and mailed to each party herein within five (5) business days after such appointment. If a third arbitrator cannot be agreed upon, written notice of such shall be submitted to the commissioner of labor of the state of Idaho who shall thereupon select the third arbitrator and written notice of such appointment by said commission shall be mailed to each party hereto within five (5) business days after such appointment.

C. Upon the appointment of three (3) arbitrators, as hereinabove provided, such arbitrators shall hold an arbitration hearing at the time and place selected by them, but such hearing must be held within three (3) weeks from the date of the selection of and the notification thereof, the third arbitrator. At the hearing, the laws of evidence of the state of Idaho shall apply and the hearing shall be conducted pursuant to the provisions of Title 7, Chapter 9 of the Idaho Code and the terms and conditions of this Agreement.

Step 4. The award of the majority of the arbitrators shall be binding upon the parties hereto and the award may be entered upon the records of any court having jurisdiction, except that each party shall retain the right to appeal as provided in the provisions of Title 7, Chapter 9, Idaho Code. Costs of arbitration shall be borne equally by CITY and UNION; that is, each shall be responsible to pay (a) for the services of the arbitrator selected by it, (b) one-half of the cost for the services of the third arbitrator, and (c) one-half of the costs of each arbitration proceeding.

### **ARTICLE XIII**

#### **PERSONNEL REDUCTION**

SECTION 1. In the case of personnel reduction, the employee ~~with the least seniority shall be laid off first~~ with the most recent hire date with the Coeur d'Alene Fire Department shall be laid off first. All subsequent personnel reduction must be handled in the aforementioned manner.

SECTION 2. No new employees shall be hired until the laid-off employee has been given the opportunity to return to work. If the laid-off employee fails to respond to a registered letter in seven (7) days, the CITY may assume he does not wish to return.

### **ARTICLE XIV**

#### **SHIFT TRADES/CHANGES**

SECTION 1. Employees shall have the right to ~~exchange~~ trade shifts when such trades do ~~exchange does~~ not interfere with the best interests of the CITY and the fire department. The fire chief or deputy fire chief(s) must first approve all such trades ~~exchanges~~.

SECTION 2. Whenever a permanent shift change occurs, the Chief or Deputy Chief must attempt to provide two weeks notice to the affected firefighter. Furthermore, affected firefighters shall maintain any approved vacation time. Vacation time is defined as the time you are relieved from your scheduled shift through your approved vacation time and up to the time you report for

work on your next scheduled shift.

## **ARTICLE XIV** **WORKING OUT OF CLASSIFICATION**

SECTION 1. Upon completion of entry level firefighter probation, any fire ~~personnel~~ department employee working out of classification must meet department qualifications ~~be certified and eligible~~ to work in the higher classification to which he is assigned. ~~Any firefighter who is required to accept the responsibility and carry out the duties of a position or rank above the one he normally holds shall be paid the rate assigned to that position or rank at the same step as the firefighter's regular assignment.~~

Any fire department employee who successfully passes a promotional or qualifying examination and is currently on the eligibility list for the positions of Engineer, Lieutenant and Captain, for a position or rank above the rank that he/she normally holds shall be paid ten percent (10%) for each rank above their current appointment when so assigned. If no one is available to meet the requirements the Captain or his/her designee will call back an employee that meets department qualifications. Promotional Examinations or qualifying tests for the higher position or rank will be given on a bi-annual basis, when an existing list is exhausted or when deemed necessary by the Fire Chief.

SECTION 2. Temporary assignment will be made based upon the recommendation of the fire chief ~~and approval of the city administrator.~~

~~Any fire department employee who successfully passes a promotional or qualifying examination as well as successfully completing a department certification program for the positions of Engineer, and Company Officer to include Lieutenant and Captain, for a position or rank above that he/she normally holds shall be paid at the rate assigned to that position or rank when so assigned. If no one is available to meet the requirements the company officer will call back an employee that meets department qualifications. Employees wishing to take part in the working out of class certification process should contact their company officer or department training officer to get required materials. Examinations or certifying tests for the higher position or rank will be given on a bi-annual basis or when an existing list is exhausted or when deemed necessary by the Fire Chief.~~

## **ARTICLE XVI** **SICK LEAVE**

SECTION 1. Sick leave with pay shall be granted to all probationary and regular employees within the competitive service, except those who work less than 1040 hours per year. Sick leave shall not be considered as a right that an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual personal sickness or disability. In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor ~~or the Human Resource Director~~ prior to, or within four (4) hours after the time set for reporting to work, or as may be specified by the head of the department. In those situations which have rendered the employee incapable of reporting as specified above, the employee shall report at the earliest possible time.

When the absence is for more than three (3) shifts, the employee may be required to file a physician's certificate with the Human Resource Director, and department head stating ~~the cause of the absence~~ the date the employee is released fit for duty and any restrictions/limitations if released for light duty.

SECTION 2. Sick leave may also be granted in the event of an illness to a member of an employee's immediate family that requires the employee's presence to care for said family member. Immediate family is defined as spouse, child, brother, sister, mother and father. A child is defined as the biological, adopted, foster, step child or a child of an individual acting in the parent's stead who is under the age of eighteen unless an eligible IRS dependant.

Three days/shifts are allowed without physician's guidance. To continue to use sick leave beyond three days/shifts, a physician's documentation is required stating the employee needs to care for the family member and the inclusive dates.

~~SECTION 3. For purposes of computing sick leave, a working day for forty (40) hour a week employees shall be considered eight (8) hours and for fifty-six (56) hour a week employees, twelve (12) hours. Sick leave shall be earned at the rate of two (2) working days/or twenty-four (24) hours for each month of service for fifty-six (56) hour a week employees, and at the rate of ten (10) hours for each month of service for forty (40) hour a week employees. Unused sick leave may be accumulated to a total of not more than one hundred twenty (120) working days (1440 hours) for employees who work a fifty-six (56) hour week and to a total of ninety (90) working days (720 hours) for employees who work a forty (40) hour week. For the purpose of computing compensation for accrued sick leave at retirement provided for in Option Two of Section 4, sick leave shall be calculated as unlimited accrual.~~

SECTION 3. Sick leave shall be earned at twelve (12) hours per pay period for fifty-six (56) hour a week employees, and at the rate of five (5) hours per pay period for forty (40) hour a week employees. Unused sick leave may be accumulated to a total of not more than 1440 hours for employees who work a fifty-six (56) hour week and to a total of 720 hours for employees who work a forty (40) hour week. For the purpose of computing compensation for accrued sick leave at retirement provided for in Option Two of Section 4, sick leave shall be calculated as unlimited accrual.

SECTION 4. Each employee shall select one of the following options for compensation of sick leave accrual:

Option One: Employees having accumulated one thousand four hundred forty (1440) hours of sick leave as of October 1, shall receive one (1) additional hour of vacation leave for every three (3) hours of sick leave forfeited on October 1, of each year. Employees receiving additional vacation credits in this manner may elect to be compensated at their hourly wage for up to seventy-two (72) hours of such additional vacation credits. Employees who have not accumulated one thousand four hundred forty (1440) hours of sick leave, or 720 hours for 40-hour employees, as of October 1, shall receive four (4) hours of vacation for each quarter of a fiscal year in which they did not use any sick leave. An employee who retires from the City of Coeur d'Alene pursuant to the provisions of Idaho Code shall be

compensated for ~~31%~~ 33<sup>1</sup>/<sub>3</sub>% of his/her accumulated sick leave at the time of retirement.

Option Two: Employees selecting this option shall not receive any yearly pay back for accrued sick leave. Upon retirement from the City of Coeur d'Alene pursuant to the provisions of Idaho Code or the death of the employee he/she or their beneficiary shall be compensated for 41% of the employee's accrued sick leave hours.

Once an employee has selected one of the above options upon reaching eligibility, that selection may not be changed.

All employees receiving base wages in lieu of temporary disability payments will no longer accumulate vacation and sick leave following sixty (60) days of disability.

SECTION 5. In order to address post employment medical and dental ~~healthcare~~ needs, once a 56 hour a week employee reaches 500 sick leave hours, he/she shall put 8 hours of sick leave per month into a Health Reimbursement Arrangement/VEBA (HRA) ~~Medical Savings Account (MSA)~~ at their current gross hourly wage that includes paramedic, EMT, educational and etc. pay. Once a 40 hour a week employee reaches 320 sick leave hours, he/she shall put four (4) hours of sick leave per month into an HRA/VEBA ~~MSA~~ account at their current gross hourly wage that includes paramedic, EMT, educational and etc. pay.

SECTION 6. An employee eligible for temporary time-loss payments under the Worker's Compensation Law (Idaho Code 72-301) shall not have lost duty time deducted from his/her sick leave until any of the following occur:

1. The employee is released for return to duty by a physician approved by the State of Idaho Industrial Commission; or
2. The employee receives a partial or total permanent disability rating; or
3. The employee retires from the City of Coeur d'Alene pursuant to Idaho Code; or
4. The employee remains unable to return to duty after six (6) months from the date of injury, or one year in the case of an injury sustained under emergency conditions (going to, coming from, or at the actual scene) or while participating in simulated emergency scene training exercises.

Any time-loss payments received by the employee as a result of workers compensation shall be paid to the City as long as the employee is continuing to receive full wage. Should the employee continue to be unable to return to work after six months (or one year, whichever applies from (4) above) from the date of injury, the City shall begin to charge the employee's sick leave account the difference between his/her base wage and the amount of time loss payments received by the City; such payments shall be credited to the employee's sick leave account until the sick leave is exhausted or until one of conditions 1, 2, or 3 above occurs. The City shall continue to provide medical-group ~~health~~, dental and vision insurance coverage for the employee and eligible dependents during the first two years of an employee's disability retirement. All employees receiving base wages in lieu of

workers compensation payments will no longer accumulate vacation and sick leave following sixty (60) days of disability.

## **ARTICLE XVII** VACANCIES AND PROMOTIONS

SECTION 1. When a ~~permanent~~ vacancy occurs in any benefited position, it shall be filled upon official severance of the departing member of the fire department. Filling of all vacancies shall be in accordance with rules and regulations set forth by civil service. The Fire Chief ~~chief of the department~~ may request ~~when appropriate~~ an examination when appropriate based on civil service guidelines.

SECTION 2. Appointment to fill vacancies in rank or position may be made before but not later than sixty (60) days following civil service examination or from the established list.

SECTION 3. Members covered under this contract transferring from a 40 hour per week schedule back to a 56-hour per week schedule may be allowed to return to his/her previous rank upon an available opening and approval of the fire chief. The 40-hour per week employee may also test for any promotional eligibility lists in which they are qualified. Members who did not start as a Firefighter must meet all qualifications of a Firefighter and pass the physical agility test to accept a 56-hour per week assignment.

## **ARTICLE XVIII** BEREAVEMENT LEAVE

SECTION 1: In the event of the death in the ~~immediate~~ extended family of an employee and/or being in attendance at the relative's bedside, the fifty-six (56) hour employee shall be granted up to seventy-two (72) hours off with pay. Forty (40) hour employees shall be granted up to forty (40) hours off with pay. Immediate Extended family is defined as spouse ~~including documented common-law status~~, child, ~~and~~ mother, father, legal guardians, brothers, sisters, grandparents, and grandchildren of either spouse. Child is defined as the biological, adopted, foster, stepchild, legal ward or a child of an individual acting in the parent's stead. ~~Only time taken within thirty (30) days prior to or immediately following a death shall qualify as bereavement leave.~~ If an employee is on scheduled time off at the time bereavement occurs, bereavement leave shall be paid and the time off shall not be charged to accrued leave until bereavement leave is exhausted.

SECTION 2: Only time taken within thirty (30) days prior to or immediately following a death shall qualify as bereavement leave. An extension of such leave or time taken off for the illness of an immediate family member that does not result in death shall be charged to sick leave, vacation, and/or comp time as the employee requests in accordance with applicable policies.

## **ARTICLE XIX** INSURANCE COVERAGE

SECTION 1. Health Medical Insurance: The CITY agrees to provide a medical insurance program for the employee and dependents. One hundred (100%) percent of the employee's medical



~~health~~ insurance premium will be borne by the City for single employee plan coverage only. ~~During fiscal year 2003/2004~~ Employees shall pay 5% of the total employee selected ~~healthcare plan~~ medical insurance premium. ~~In ensuing years,~~ The City is authorized to increase annually the co-pay at a rate not to exceed \$5.00 per year when the family premium increase is greater than ~~7.5%~~ 5%. If the co-pay increase for emergency room, doctor's visits or prescriptions are not sufficient to reduce the premium increase to ~~5%~~ 7.5% or less, the employee shall also pay 25% of the premium net increase. If this does not reduce the premium increase to ~~5%~~ 7.5% or less, then the ~~health~~ medical insurance review committee will be activated to review possible changes or alternate plans. The ~~health~~ medical plan and the employee contribution amount will stay the same until completion of medical ~~health~~ insurance committee review. Any savings in premiums greater than 2% of the previous year's premium will be reallocated through the Health Reimbursement Arrangement (HRA)/VEBA Medical Savings Account to all ~~regular-benefited~~ full-time employees.

The Employee ~~Healthcare~~ Medical Insurance Review Committee, hereafter referred to as "the Committee" shall consist of four members. There shall be one member from each of the following four employee groups: Lake City Employee's Association, Fire Union, Police Association, and ~~exempt-non represented~~ employees. The members shall be selected by their respective employee group and shall be active dues paying members where applicable. The Committee's goal is to research options which may reduce or maintain the ~~healthcare~~ medical plan premiums and/or options which may increase the employee's contribution toward the total family premium such that the total family premium cost increase to the City is ~~five percent (5%)~~ seven and one half percent (7.5 %) or less. Each Committee member has one (1) vote. A majority vote of the committee is required prior to September 1<sup>st</sup> ~~October 31~~ of the year in which the Committee is formed. The decision reached by majority vote will be implemented October 1<sup>st</sup> ~~January 1~~. If consensus is not reached or the Union does not agree with the majority, this Agreement will reopen immediately for negotiations relative to compensation including wages, HRA/VEBA, Medical Insurance, and other insurance benefits. The UNION and the CITY agree to bargain in good faith to reach an agreement on or before September 30<sup>th</sup>. ~~In case of a tie, the Committee shall present in writing all options to the City's Executive Team for a decision.~~

In the event that all employee groups/associations do not include like language, the Employee Medical Insurance ~~Healthcare~~ Review Committee contract language will be open for further discussion to explore options.

SECTION 3: If the employee elects to opt out of the City's medical insurance plan, the employee's premium on the selected medical insurance plan that the City would have paid for single coverage would be placed in the employee's HRA/VEBA ~~Medical Savings Account~~. Proof of other medical insurance, not provided by the City, must be provided by the employee.

SECTION 4: The City will contribute ~~\$55.00~~ \$75.00 per month to the employee's HRA/VEBA ~~Medical Savings Account~~ Plan.

SECTION 5. Life Insurance: The CITY agrees to pay one hundred percent (100%) of the premium for twenty-five thousand dollars (\$ 25,000) of group life insurance for each employee, including one thousand dollars (\$1,000) of group life insurance for eligible dependents and

accidental death and dismemberment benefits.

SECTION 6. Disability Insurance: The CITY agrees to pay one hundred percent (100%) of the premium for disability insurance, which would provide a disabled employee, after sixty (60) days of lost time, or duration of accrued sick leave, whichever is greater, sixty percent (60%) of base wage to the Social Security normal retirement age ~~sixty-five (65)~~. It is understood and agreed that affected employees could receive pro-rated vacation leave benefits, if available from the employee's vacation leave account, to maintain base wage after insurance payments begin. It is not the intent of this section to provide the employee with any benefit that would result in the employee being compensated in any manner in excess of 100% of the employee's base wages. All employees continuing to receive base wages in lieu of disability insurance payments, but not actively working for sixty (60) consecutive days, will no longer accumulate vacation and sick leave..

SECTION 7. Dental Insurance: The CITY agrees to pay one hundred percent (100%) of the premium costs for family dental coverage.

SECTION 8. Vision Insurance: The CITY agrees to pay one hundred percent (100%) of the premium costs for family vision coverage.

SECTION 9: An employee who retires from the City of Coeur d'Alene pursuant to the provisions of Idaho Code may elect to remain on the City's group ~~health,~~ medical, dental and vision insurance plans ~~programs~~. Such election must be made as prescribed by Federal law at the time of the employee's retirement. Employees who so elect shall be responsible for paying the applicable premium on or before the first day of each month in order to continue receiving this benefit. Any employee who elects to terminate his/her insurance coverage or who fails to make timely premium payment shall not be allowed to re-enroll. No new dependents may be added to the employee's coverage following retirement.

SECTION 10: ~~Beginning in Fiscal Year 2003/04,~~ The CITY agrees to provide every other year, NFPA approved blood draws, which would include screenings, for HIV Hepatitis C, HBV, Cholesterol levels etc. for all employees covered by this agreement. These blood draws would be voluntary for the Union members.

## **ARTICLE ~~XXIX~~**

### **HOLIDAYS**

All fifty-six (56) hour employees covered by this Agreement shall be entitled to eleven (11) holidays, for a total of two hundred sixty-four (264) hours. Forty (40) hour employees would receive a total of eighty-eight (88) hours. Eligible holidays are as follows: January 1, Idaho Human Rights Day (or Martin Luther King Day), the third Monday in February, last Monday in May, July 4th, first Monday in September, November 11th, Thanksgiving Day, day following Thanksgiving, Christmas, and the employee's birthday. Also, any other day proclaimed as a holiday by the mayor. Pay for each holiday shall be the individual's base wage at the time of the holiday. It shall be paid on or before December 1st of each year for the entire preceding calendar year. Forty (40) hour a week employees shall normally not work on a holiday and shall not receive extra holiday compensation. If required to work on a holiday, such employees shall be paid in accordance with Article ~~XXI~~,I.



## ARTICLE XXI OVERTIME

SECTION 1. Purpose: The following provisions shall govern compensation for overtime to employees covered by the terms of the Agreement.

### SECTION 2. Definitions

A. Designated work period and workday: A designated work period for regular full-time employees covered by the terms of this Agreement shall consist of fifty-six (56) hours, including meal periods. The designated work period for "forty (40) hour a week employees" shall consist of forty (40) hours, excluding meal periods, Monday through Friday. The work schedule of employees required to work a fifty-six (56) hour work week as set forth above shall be as follows: twenty-four (24) hours on, twenty-four (24) hours off, twenty-four (24) hours on, twenty-four (24) hours off, twenty-four (24) hours on and four (4) days, ninety-six (96) hours off.

1. Firefighter: The work period for purposes of computing overtime as required by Section 207K of the Fair Labor Standards Act and applicable U.S. Department of Labor Regulations shall be twenty-seven (27) days, commencing at 8:00 a.m., April 15, 1985.

B. Overtime shall consist of authorized work in excess of the number of hours in any scheduled work period or in excess of the maximum number of hours permitted by U.S. Department of Labor Regulations for a twenty-seven (27) day work period. Scheduled Vacation Leave and Sick Leave taken shall be considered as hours worked for purposes of determining eligibility for overtime pay required by Department of Labor Regulations implementing the Fair Labor Standards Act. Overtime of less than fifteen (15) minutes in any workday shall not be included in determining the total number of hours worked. Thereafter, overtime shall be computed to the nearest half hour.

C. All overtime shall be authorized by the fire chief or deputy fire chief

D. Call Back: Call back pay is provided to firefighters covered by the terms of this Agreement who are called back to the working environment due to fire department emergencies. Call back is considered within the definition of overtime. Fire department emergencies are defined as follows:

1. Supplement and back up the on-duty forces on all structure fire alarms or on other serious emergencies;
2. To replace personnel responding to mutual aid requests as authorized by the department through prior agreements;
3. When emergency personnel are required due to a natural disaster;
4. To replace sick or injured firefighters.

### SECTION 3. Method of Compensating for Overtime Work

- A. Overtime shall be paid at one and one-half times the hourly wage based on a designated work period.
- B. An employee called to work at a time other than his scheduled work shift shall be credited with a minimum of three (3) hours at the overtime wage, unless such time shall be continuous with his scheduled work day, in which case he shall be paid for the actual overtime worked to the nearest half hour, at the overtime wage.
- C. For the purpose of computing overtime, an employee absent on authorized jury leave with pay, shall be considered to have worked his scheduled work shifts during such absence. Employees absent on unpaid leave shall not be considered to have worked during such absence.

### SECTION 4. Wildland Project Fires

The City of Coeur d'Alene will pay any Fire Department Employee who leaves the City under the auspices of the Idaho Department of Lands (IDL) or the United States Forest Service (USFS) as part of a Wildland firefighting crew under the following guidelines:

The employee will be paid from the time they leave a City of Coeur d'Alene Fire Station until they return to a City of Coeur d'Alene Fire Station.

They will be paid straight time for their normally scheduled shifts and a minimum of sixteen (16) hours of overtime for those days not regularly scheduled.

The employee will be paid by the City of Coeur d'Alene and retain all benefits and insurance.

The City of Coeur d'Alene will be reimbursed, through contract, by IDL, or USFS.

This will hold true if the employee leaves as part of an apparatus crew or as a single resource.

### SECTION 5. Compensatory Time

- A. At the request of any employee, the fire chief may provide that, in lieu of cash payment for overtime, he/she may be allowed compensatory time off, computed at the rate of one and one-half times ~~the hourly wage for each hour of overtime worked, over forty (40) hours per week.~~
- B. Any such time off shall be taken at a time mutually agreed upon by the employee and the fire chief.
- C. In no event shall the fifty-six hour employee accumulate more than four hundred

eighty (480) hours of compensatory time, ~~without the written authorization of the city administrator.~~ Hours generated over four hundred eighty (480) hours must be immediately paid as overtime.

D. Members of the Honor Guard will be given three (3) hours of compensatory time per month when they are part of the team. This time can be used at the employee's discretion but will also allow them to use this instead of getting trades when staffing levels are at a maximum.

SECTION 6. Assignment of Overtime Overtime work shall be distributed as equally as practical among employees.

## **ARTICLE XXII**

### **VACATION**

SECTION 1. All employees in the competitive service shall be entitled to vacation leave with pay, ~~except employees who have served less than six (6) months in the service of the CITY. However, vacation credits for said time shall be granted to each such employee who later receives a regular appointment.~~

Eligible employees who work less than full-time, but more than 1040 hours during a fiscal year, shall accrue ~~be credited~~ vacation on a pro-rated basis. For purposes of computing vacation leave, a working day for forty (40) hour employees shall be considered eight (8) hours and for fifty-six (56) hour a week employees, a shift shall be twenty-four (24) hours. Employees may take vacation leave in the amount of days accumulated at the time of such leave; provided that for good cause shown and upon prior approval from the Human Resource Director, an employee may advance vacation in the amount not to exceed five (5) additional days/shifts. Forty (40) hour a week employees may accumulate ~~forty (40) days~~ three hundred twenty (320) vacation leave hours and fifty-six (56) hour a week employees may accumulate ~~twelve (12) shifts~~ two hundred eighty-eight (288) hours.

SECTION 2. Insofar as is practical, employees will be scheduled for periods of ~~annual~~ leave based upon their preference and in order of length of tenure with the fire department ~~CITY~~. Any deviation from the schedule, once prepared, must be approved by the Fire Chief. Vacations shall be approved and authorized at the discretion of the fire chief. Scheduled calendar dates for vacations may not be transferred between employees in any manner that would increase or decrease amount of vacation days allocated to each employee.

SECTION 3. All regular employees who terminate employment, whether voluntarily or involuntarily, shall be paid in a lump sum of all accrued vacation leave earned prior to the effective date of termination. In the event of the death of the employee, the employee's designee shall be paid all accrued vacation time.

SECTION 4. Accumulation of vacation time shall be computed monthly. ~~Any~~ forty (40) hour employee who has accumulated vacation time in excess of three hundred twenty (320) hours or two hundred eighty-eight (288) hours for ~~firefighters~~ fifty-six (56) hour employees, as of the first day of the CITY's fiscal year, shall forfeit such excess accumulation at that time, unless otherwise specifically approved by the city administrator. Vacation leave shall be earned in accordance with

the following schedule and shall be credited in arrears.

Employees working a fifty-six (56) hour designated work period:

1. First through third year of service: ~~twelve (12) hours for each month of service~~ accrued at a rate of six (6) hours per pay period.
2. Fourth through tenth year of service: ~~eighteen (18) hours for each month of service~~ accrued at a rate of nine (9) hours per pay period.
3. Eleven through Fifteenth year of service: ~~twenty-two (22) hours for each month of service~~ accrued at a rate of eleven (11) hours per pay period.
4. Sixteen or more years of service; ~~twenty-four (24) hours for each month of service~~ accrued at a rate of twelve (12) hours per pay period.

Employees working a forty (40) hour designated work period:

1. First through third year of service: ~~Eight (8) hours for each month of service~~ accrued at a rate of four (4) hours per pay period.
2. Fourth through tenth year of service: ~~Twelve (12) hours for each month of service~~ accrued at a rate of six (6) hours per pay period.
3. Eleventh through fifteenth year of service: ~~Sixteen (16) hours for each month of service~~ accrued at a rate of eight (8) hours per pay period.
4. Sixteen or more years of service: ~~Twenty (20) hours for each month of service~~ accrued at a rate of ten (10) hours per pay period.

~~Current accruals remain in effect and increase according to the new schedule.~~

~~SECTION 5. When the employee returns to work from vacation leave, the employee and the Fire Chief or the person delegated such authority shall initial each working day the employee was on vacation on the employee's "work record form."~~

# **ARTICLE XXIII** **WAGES**

SECTION 1. Effective October 1, ~~2008~~ 2003, the following minimum and maximum wages have been established including: three percent (3%) cost of living increase, the thirty-one cent (.31) per hour increase for Post Employment Health Insurance/MERP and forty-one cent (.41) per hour increase for food allowance.:

## ~~FY 2003-2004~~      ~~Minimum~~   ~~Maximum~~

|                        |                     |                     |
|------------------------|---------------------|---------------------|
| <del>Firefighter</del> | <del>\$ 9.96</del>  | <del>\$ 14.02</del> |
| <del>Engineer</del>    | <del>\$ 10.98</del> | <del>\$ 15.45</del> |
| <del>Lieutenant</del>  | <del>\$ 12.10</del> | <del>\$ 17.03</del> |
| <del>Captain</del>     | <del>\$ 13.34</del> | <del>\$ 18.77</del> |
| <del>Inspector</del>   | <del>\$ 16.93</del> | <del>\$ 23.82</del> |

## ~~FY 2004-2005~~      ~~Minimum~~   ~~Maximum~~

|                        |                     |                     |
|------------------------|---------------------|---------------------|
| <del>Firefighter</del> | <del>\$ 10.66</del> | <del>\$ 15.00</del> |
| <del>Engineer</del>    | <del>\$ 11.75</del> | <del>\$ 16.53</del> |
| <del>Lieutenant</del>  | <del>\$ 12.95</del> | <del>\$ 18.22</del> |
| <del>Captain</del>     | <del>\$ 14.27</del> | <del>\$ 20.08</del> |
| <del>Inspector</del>   | <del>\$ 18.12</del> | <del>\$ 25.49</del> |

## ~~FY 2005-2006~~      ~~Minimum~~   ~~Maximum~~

|                        |                     |                     |
|------------------------|---------------------|---------------------|
| <del>Firefighter</del> | <del>\$ 11.40</del> | <del>\$ 16.05</del> |
| <del>Engineer</del>    | <del>\$ 12.57</del> | <del>\$ 17.69</del> |
| <del>Lieutenant</del>  | <del>\$ 13.85</del> | <del>\$ 19.50</del> |
| <del>Captain</del>     | <del>\$ 15.27</del> | <del>\$ 21.49</del> |
| <del>Inspector</del>   | <del>\$ 19.38</del> | <del>\$ 27.27</del> |

## ~~FY 2006-2007~~      ~~Minimum~~   ~~Maximum~~

|                        |                     |                     |
|------------------------|---------------------|---------------------|
| <del>Firefighter</del> | <del>\$ 12.20</del> | <del>\$ 17.18</del> |
| <del>Engineer</del>    | <del>\$ 13.45</del> | <del>\$ 18.93</del> |
| <del>Lieutenant</del>  | <del>\$ 14.82</del> | <del>\$ 20.86</del> |
| <del>Captain</del>     | <del>\$ 16.34</del> | <del>\$ 22.99</del> |
| <del>Inspector</del>   | <del>\$ 20.74</del> | <del>\$ 29.18</del> |

## ~~FY 2007-2008~~      ~~Minimum~~   ~~Maximum~~

|                        |                     |                     |
|------------------------|---------------------|---------------------|
| <del>Firefighter</del> | <del>\$ 13.06</del> | <del>\$ 18.38</del> |
| <del>Engineer</del>    | <del>\$ 14.39</del> | <del>\$ 20.25</del> |
| <del>Lieutenant</del>  | <del>\$ 15.86</del> | <del>\$ 22.32</del> |
| <del>Captain</del>     | <del>\$ 17.49</del> | <del>\$ 24.60</del> |
| <del>Inspector</del>   | <del>\$ 22.19</del> | <del>\$ 31.22</del> |

FY 2008-2009

|                    | <u>Min</u> | <u>Max</u> |
|--------------------|------------|------------|
| <u>Firefighter</u> | \$ 14.17   | \$ 19.65   |
| <u>Engineer</u>    | \$ 15.54   | \$ 21.58   |
| <u>Lieutenant</u>  | \$ 17.06   | \$ 23.71   |
| <u>Captain</u>     | \$ 18.73   | \$ 26.07   |
| <u>Inspector</u>   | \$ 23.58   | \$ 32.88   |
| <u>Div. Chief</u>  | \$ 28.47   | \$ 39.77   |

FY 2009-2010

|                    | <u>Min</u> | <u>Max</u> |
|--------------------|------------|------------|
| <u>Firefighter</u> | \$ 14.60   | \$ 20.24   |
| <u>Engineer</u>    | \$ 16.01   | \$ 22.22   |
| <u>Lieutenant</u>  | \$ 17.57   | \$ 24.42   |
| <u>Captain</u>     | \$ 19.30   | \$ 26.85   |
| <u>Inspector</u>   | \$ 24.28   | \$ 33.87   |
| <u>Div. Chief</u>  | \$ 29.32   | \$ 40.96   |

FY 2010-2011

|                    | <u>Min</u> | <u>Max</u> |
|--------------------|------------|------------|
| <u>Firefighter</u> | \$ 15.03   | \$ 20.84   |
| <u>Engineer</u>    | \$ 16.49   | \$ 22.89   |
| <u>Lieutenant</u>  | \$ 18.09   | \$ 25.15   |
| <u>Captain</u>     | \$ 19.88   | \$ 27.66   |
| <u>Inspector</u>   | \$ 25.01   | \$ 34.88   |
| <u>Div. Chief</u>  | \$ 30.20   | \$ 42.19   |

FY 2011-2012

|                    | <u>Min</u> | <u>Max</u> |
|--------------------|------------|------------|
| <u>Firefighter</u> | \$ 15.49   | \$ 21.47   |
| <u>Engineer</u>    | \$ 16.98   | \$ 23.58   |
| <u>Lieutenant</u>  | \$ 18.64   | \$ 25.90   |
| <u>Captain</u>     | \$ 20.47   | \$ 28.49   |
| <u>Inspector</u>   | \$ 25.76   | \$ 35.93   |
| <u>Div. Chief</u>  | \$ 31.11   | \$ 43.45   |

FY 2012-2013

|                    | <u>Min</u> | <u>Max</u> |
|--------------------|------------|------------|
| <u>Firefighter</u> | \$ 15.95   | \$ 22.11   |
| <u>Engineer</u>    | \$ 17.49   | \$ 24.28   |
| <u>Lieutenant</u>  | \$ 19.20   | \$ 26.68   |
| <u>Captain</u>     | \$ 21.09   | \$ 29.34   |
| <u>Inspector</u>   | \$ 26.53   | \$ 37.01   |
| <u>Div. Chief</u>  | \$ 32.04   | \$ 44.76   |

Effective October 1, ~~2008~~ ~~2004~~, and for the duration of this contract, the city will provide an annual cost of living increase of three percent (3%). ~~base wages shall be increased seven (7%) percent. Effective October 1, 2005, wages shall be increased seven (7%) percent. Effective October 1, 2006, wages shall be increase seven (7%) percent. Effective October 1, 2007, wages shall be increased seven (7%) percent.~~ It is further understood and agreed that wages have been established based, in part, upon U.S. Department of Labor Regulations establishing maximum allowable work hours during varying work periods. The CITY and the UNION agree to meet and adjust wages should any substantive change to these regulations concerning the maximum allowable work hours be promulgated by the U.S. Department of Labor.

~~SECTION 2. Until bi-weekly payroll is implemented, shift pay for those employees covered by this Agreement who normally work a fifty-six (56) hour work week shall be 1/121.66 times their annual wage figure.~~

~~SECTION 3. Until bi-weekly payroll is implemented, the hourly wage for those employees covered by this Agreement who normally work a fifty-six (56) hour work week shall be 1/24 times their shift pay figure.~~

~~SECTION 24. The CITY agrees to reimburse each employee except forty (40) hour a week employees covered by this Agreement sixty dollars (\$60.00) per employee per month as food allowance. Effective October 1, 2008 the city agrees to increase base pay by forty-one cents (.41) for food allowance. Additionally the City agrees to provide a payroll deduction for the collection of the food allowance payable per Article IV, Union Security and Checkoff.~~

SECTION 3. Effective October 1, 2008 the City agrees to increase base wages by thirty-one cents (.31) related to Article XXX, Post Employment Health Insurance/MERP.

~~SECTION 45. All fire department promotions will receive at least a five (5%) percent increase and shall be at least equal to the minimum rate of the appropriate wage level upon appointment. Appointees shall receive a five (5%) percent increase upon the satisfactory completion of probation. All fire department promotions will receive an immediate ten (10%) percent increase based on their current base wage and are eligible for a five (5%) percent increase or to the maximum wage of the classification, after twelve months with a standard or above evaluation. Thereafter, the effective date of the promotion becomes the new anniversary evaluation date and the employee will be eligible for service time increase as outlined in SECTION 5 until compensation equals service time.~~

SECTION 5. Service Time: Credit for City service shall stay in effect when determining eligibility for additional five (5%) percent increases based on the following service time step sequence. Service time increases will occur as follows with standard or above performance: five (5%) percent increase at 6 months; five (5%) percent increase at one and one-half years; five (5%) percent increase at two and one-half years; five (5%) percent increase at three and one-half years; five (5%) percent increase at five and one-half years; five (5%) percent increase at seven and one-half years; five (5%) percent increase at nine and one-half years.

| <b>Step-A</b> | <b>Step-B</b> | <b>Step-C</b> | <b>Step-D</b> | <b>Step-E</b> | <b>-</b>    | <b>Step-F</b> | <b>-</b>    | <b>Step-G</b> | <b>-</b>    | <b>Step-H</b> |
|---------------|---------------|---------------|---------------|---------------|-------------|---------------|-------------|---------------|-------------|---------------|
|               |               |               |               |               |             |               |             |               |             | Max.          |
|               | 6 Months      | 1 1/2 years   | 2 1/2 years   | 3 1/2 years   | 4 1/2 Years | 5 1/2 Years   | 6 1/2 Years | 7 1/2 Years   | 8 1/2 Years | 9 1/2 Years   |
| Min.          | 5% Increase   | 5% Increase   | 5% Increase   | 5% Increase   | No Increase | 5% Increase   | No Increase | 5% Increase   | No Increase | 5% Increase   |

Other than the six month increase following an original firefighter appointment, increases must be at least twelve (12) months apart. Other than the increases at the end of probation, increases must be at least twelve (12) months apart. The examples in the attached Exhibit "A" are for clarification and illustrate the manner in which eligibility will be determined.

SECTION 6. It is agreed that department employees who have earned Idaho State Emergency Medical Technician Intermediate or Paramedic ~~Firefighters Certification Program Level I or II~~, or degrees reasonably related to their job function from accredited colleges, or have obtained certification either prior to being employed with the City or after date of hire, shall be paid an additional amount based upon the following schedule.

~~Firefighter I status: \_\_\_\_\_ \$ .08/hour~~

~~Firefighter II status: \_\_\_\_\_ \$ .10/hour~~

~~Firefighter III status or other: \_\_\_\_\_~~

|                          |                                   |
|--------------------------|-----------------------------------|
| <u>Associate degree</u>  | \$ <u>.19</u> <del>12</del> /hour |
| <u>OR</u>                |                                   |
| <u>Bachelor's degree</u> | \$ <u>.37</u> <del>24</del> /hour |
| <u>OR</u>                |                                   |
| <u>Master's degree</u>   | \$ <u>.47</u> <del>30</del> /hour |
| <u>AND</u>               |                                   |

EMT – I 3%~~1%~~ OF Firefighter maximum hourly wage

OR

EMT – P 13% of firefighter maximum hourly wage for fifty-six (56) hour employees.  
18.2% of firefighter maximum hourly wage for forty (40) hour employees.

EMT – P School Reimbursement \$300.00/month (paid to personnel assigned to paramedic course by the department and after successful completion and certification, this is a one-time lump sum not to exceed \$4,200 per student.) This sum shall be awarded upon successfully passing the National Registry of Emergency Medical Technicians Paramedic test.

~~Section 7. It is agreed that pay increases will occur as follows: five (5%) percent increase with standard or above performance at 6 months; five (5%) percent increase with standard or above performance at one and one half years; five (5%) percent increase with standard or above performance at two and one half years; five (5%) percent increase with standard or above performance at three and one half years; five (5%) percent increase with standard or above performance at five and one half years; five (5%) percent increase with standard or above performance at seven and one half years; five (5%) percent increase with standard or above performance at nine and one half years.~~

It is agreed that members hired prior to the start of this Agreement, who have not achieved Senior Status, who have earned the Certification of Firefighter Level I, II, or III, either prior to being hired by the CITY or after date of hire shall be paid an additional amount based on the following schedule. Members who receive compensation for an educational degree shall not receive this increase.

|                                 |                    |
|---------------------------------|--------------------|
| <u>Firefighter I</u>            | <u>\$ .08/hour</u> |
| <u>Firefighter II</u>           | <u>\$ .10/hour</u> |
| <u>Firefighter III or other</u> | <u>\$ .12/hour</u> |

Members, who receive compensation for their Certifications of Firefighter I, II, or III, shall no longer receive that benefit once achieving Senior Status. They instead shall receive credit for their certifications toward Senior Status.

SECTION 7. Senior Status: Beginning Fiscal Year 08-09, all members who meet the following requirements shall be awarded Senior Status. Members achieving Senior Status shall



receive a 5% increase in base wage.

**Mandatory Requirements:**

1. Time in service with the Coeur d'Alene Fire Department
  - a. Senior Firefighter – 5 years
  - b. Senior Engineer – 6 years total, 3 in rank
  - c. Senior Lieutenant – 8 years total, 3 in rank
  - d. Senior Fire Inspector – 8 years total, 3 in rank
  - e. Senior Captain – 10 years total, 3 in rank
  - f. Senior Division Chief – 12 years total, 3 in rank
2. The member requesting Senior Status will provide necessary documentation on the Senior Status form to the Fire Chief or his/her designee for review to determine eligibility. The Fire Chief or his/her designee shall within 10 business days of receiving Senior Status form forward approval to Human Resources for wage increase implementation using the submittal date to the Chief as the effective date. The Peer Fitness Trainers shall record and provide the Physical Fitness test results to the Fire Chief or his/her designee. Human Resources shall be notified if a member is no longer eligible by the Fire Chief or his/her designee.
3. Members receiving Senior Status must receive standard or above performance evaluations. Members who receive a below standard evaluation shall lose Senior Status. The 5% increase will be discontinued and only reinstated on the date the members' standard or above performance is re-established. Members who receive a below standard evaluation shall be re-evaluated quarterly, however, members shall not have their Senior Status reinstated until their next annual standard or above performance evaluation.
4. Members must pass the adopted Physical Fitness Standard in the initial year of eligibility. From the onset of Senior Status, the member must pass the Physical Fitness Standard three (3) out of every five (5) years. There must be a minimum of 12 months between passed tests. The Physical Fitness Standard shall be offered quarterly and may be taken multiple times in a single year. The Physical Fitness Standard shall be administered by the Coeur d'Alene Fire Department Peer Fitness Trainers and will be Combat Challenge in nature and consisting of the following:
  - a. Hose Drag (100' 1 ¾" ) Drag charged hose 100'
  - b. Hose Bundle (100' 2 ½" ) Carry hose to the third story of the Training Tower
  - c. Hose Raise (50' 2 ½" Donut roll) Raise hose with rope to the third floor
  - d. Forcible Entry prop – Use plastic sledge hammer to move sled 36"
  - e. Dummy Drag – Drag Adult Dummy 100'

Full personal protective equipment will be worn throughout the test.

The events must be completed consecutively and all events must be completed in no more

than five (5) minutes and thirty (30) seconds.

**Elected Requirements:** Members must complete and maintain 4 out of 9 of the following requirements for their rank to receive Senior Status

### **Firefighter**

- Firefighter I – must meet or exceed NFPA standards

\*(Members that have Firefighter I are only required to have 2 of the following requirements)

- Haz/Mat Tech or Engine Boss or Ropes III or Ice Rescue Tech or Peer Fitness Trainer

- USAR Team Member

- 18 hours of Event time or 2 call backs per year

- Red Card Certified

- 250 Logged Training Hours per year

- 18 hours of qualifying community service per year

- Completion of job related National Fire Academy class, on campus in Emmetsburg, Maryland, in the past 2 years

- Any pre-approved extra duties per Fire Chief or his designee; Example- Quartermaster, GIS, Pre-plan-etc

### **Engineer**

- Firefighter II – must meet or exceed NFPA standards

\*(Members that have Firefighter II are only required to have 2 of the following requirements)

- Haz/Mat Tech or Engine Boss or Ropes III or Ice Rescue Tech or Peer Fitness Trainer

- USAR Team Member

- 18 hours of Event time or 2 call backs per year

- Red Card Certified

- 250 Logged Training Hours per year

- 18 hours of qualifying community service per year

- Completion of job related National Fire Academy class, on campus in Emmetsburg, Maryland, in the past 2 years

- Any pre-approved extra duties per Fire Chief or his designee; Example- Quartermaster, GIS, Pre-plan-etc

### **Lieutenant**

- Fire Officer I - must meet or exceed NFPA standards

\*(Members that have Fire Officer I are only required to have 2 of the following requirements)

- Haz/Mat Tech or Engine Boss or Ropes III or Ice Rescue Tech or Peer Fitness Trainer

- USAR Team Member

- 18 hours of Event time or 2 call backs per year

- Red Card Certified

- 250 Logged Training Hours per year

- 18 hours of qualifying community service per year

- Completion of job related National Fire Academy class, on campus in Emmetsburg, Maryland, in the past 2 years

- Any pre-approved extra duties per Fire Chief or his designee; Example- Quartermaster, GIS, Pre-plan-etc

### **Fire Inspector**

- Fire Inspector I – must meet or exceed NFPA standards
- Haz/Mat Tech or Engine Boss or Ropes III or Ice Rescue Tech or Peer Fitness Trainer
- USAR Team Member
- 18 hours of Event time or 2 call backs per year
- Red Card Certified
- 150 Logged Training Hours per year
- Certified Plan Reviewer
- 18 hours of qualifying community service per year
- Completion of job related National Fire Academy class, on campus in Emmetsburg, Maryland, in the past 2 years

### **Captain**

- Fire Officer II – must meet or exceed NFPA standards
  - \*(Members that have Fire Officer II are only required to have 2 of the following requirements)
- Haz/Mat Tech or Engine Boss or Ropes III or Ice Rescue Tech or Peer Fitness Trainer
- USAR Team Member
- 18 hours of Event time or 2 call backs per year
- Red Card Certified
- 250 Logged Training Hours per year
- 18 hours of qualifying community service per year
- Completion of job related National Fire Academy class, on campus in Emmetsburg, Maryland, in the past 2 years
- Any pre-approved extra duties per Fire Chief or his designee; Example- Quartermaster, GIS, Pre-plan-etc

### **Division Chief**

- Fire Officer III – must meet or exceed NFPA standards
  - \*(Members that have Fire Officer III are only required to have 2 of the following requirements)
- Haz/Mat Tech or Engine Boss or Ropes III or Ice Rescue Tech or Peer Fitness Trainer
- USAR Team Member
- 18 hours of Event time or 2 call backs per year
- Red Card Certified
- 150 Logged Training hours per year
- 18 hours of qualifying community service per year
- Completion of job related National Fire Academy class, on campus in Emmetsburg, Maryland, in the past 2 years
- Any pre-approved extra duties per Fire Chief or his designee; Example- Quartermaster, GIS, Pre-plan-etc

### **Qualifying community service:**

Mobile Santa  
MDA Fill the Boot, MDA Lock up, MDA Summer Camp  
Canned Food drive  
Any other Official Local 710 volunteer/community service activities  
Public Service Announcements  
Fire Prevention Week  
BMX helmet safety day  
Participation in Reading Programs – Library, Schools, etc.  
Career Day Presentations  
Community Service on Boards – School, NIC, KCPFMF, etc.  
Big Brothers/Big Sisters or Youth Mentor program  
Kootenai County Police and Fire Memorial Foundation Activities  
Member in Service Club – Kiwanis, Rotary, Toastmasters, etc.  
Roadside Clean up  
CDAFD Honor Guard Activities  
Member of Coeur d’Alene City Committee – CitiFit, Celebrations, etc.  
Any other Volunteer Activities Approved by the Fire Chief

## **ARTICLE XXIII**

### **SUPPLEMENTAL AGREEMENT**

~~The terms and provisions herein contained shall constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous Agreements or understanding, whether written, oral or implied.~~

## **ARTICLE XXIV**

### **JOB DESCRIPTION**

SECTION 1. It is the purpose of this Article to keep the duties of firefighters covered under the terms of this Agreement in accordance with duties recognized as those of professional firefighters, ~~to provide protection from fire or any other emergency or hazardous conditions that may arise. To control and extinguish fire, to protect life and property, to maintain equipment used in the suppression and control of fires, to maintain hose and hydrants, emergency medical response and transport if necessary to provide care, cleaning and maintenance of quarters and grounds and equipment, participate in drills and training exercises, provide inspection and fire prevention programs.~~ It is agreed that the job descriptions for positions covered by this agreement presented on April 11, 2008 shall be recognized as the official job duties for those positions. Any change in job description shall be mutually agreed upon.

SECTION 2. No employee covered by the terms and conditions of this Agreement shall be required to function as a commissioned peace officer or carry firearms without his consent.

## **ARTICLE XXV**

### **MILEAGE AND TRAVEL EXPENSE**

~~Authorization and procedures for reimbursement of mileage and travel expenses shall be in accordance with Article XIX, sections 1,2,3,4, of the Personnel Rules and Regulations, adopted by~~

~~Resolution 00-003, which is by reference made a part hereof.~~

## **ARTICLE XXVI**

### **RESIDENCY**

SECTION 1. At the discretion of the City Administrator, the position of Division Chief may be required to reside within a twenty (20) minute driving response time to the city limits. All other members of Local 710 have no residency requirements. ~~All members of the bargaining unit shall obtain residency in Kootenai County as a condition of completing probation.~~

SECTION 2. It is agreed that all members of the bargaining unit shall, during their off-duty hours, monitor their pager units at all times.

## **ARTICLE XVII**

### **UNIFORMS AND PROTECTIVE EQUIPMENT**

The CITY shall provide, at no expense to the UNION or the employee, any and all uniforms, protective equipment or other equipment or clothing required by the CITY. It is further agreed that all replacement of said uniforms and protective equipment shall be made on an as-needed basis. The employees shall be liable for replacement of any and all equipment and uniforms which are damaged due to negligence and/or improper care. It is the intent of the UNION and the CITY that the quality of said uniform and protective equipment will be such as to provide reasonable and adequate safety protection.

## **ARTICLE XVIII**

### **TUITION REIMBURSEMENT**

The CITY agrees to reimburse employees one hundred percent (100%) with an "A" or "B" grade and fifty percent (50%) with a "C" grade of the cost of tuition and/or registration fees for any job-related courses taken on the employee's own volition. In order to qualify for tuition reimbursement, the course must be recommended by the fire chief and approved by the Human Resources Director before the course is taken.

CITY agrees to reimburse employees one hundred percent (100%) of the cost of tuition and/or registration fees for any approved job related course, which is required of the employee, upon satisfactory completion of the said course. The Human Resources Department shall dedicate \$3,000 annually for the potential reimbursement of Fire Department employees for this program. In the event the entire \$3,000 is not used by the end of the fiscal year, the remaining balance will be transferred to the Fire Department's training budget as an addition to, not in lieu of, the department's training budget and shall be used for training during the following fiscal year.

## **ARTICLE XXVIII**

### **MANAGEMENT RIGHTS**

The rights of the CITY include but are not limited to the right to manage the affairs of the CITY and to direct its working forces, the right to set standards of service, the right to hire and determine the procedures and standards of selection for employment and promotion, the right to discipline or discharge for ~~proper~~ just cause, the right to lay-off for lack of work or funds, the right to make rules and regulations governing conduct, the right to subcontract work (when it is not feasible or economical for the city employees to perform such work), together with the right to determine the methods, processes and manner of performing work, except to the extent that these

rights have been specifically abrogated by the terms of this Agreement. The CITY, in exercising these functions, will not discriminate against any employee because of his or her membership in the UNION.

## **ARTICLE XXIX**

### **SAVINGS CLAUSE**

If any provisions of this Agreement or the application of such provision should be rendered or declared invalid by any court action or by reason of ~~an~~ existing or subsequently-enacted legislation, the remaining part or portions of this Agreement shall remain in full force and effect.

## **ARTICLE XXXI**

### **POST EMPLOYMENT HEALTH INSURANCE/MERP**

SECTION 1. To help offset the rising costs of health care and to aid retirees in obtaining health insurance, the CITY agrees to research alternate post employment health insurance plans that will be made available at the employee's sole expense to any employee who retires from the City of Coeur d'Alene pursuant to Idaho code.

SECTION 2: The CITY agrees to allow members of the UNION to participate in the Washington State Council of Fire Fighters Medical Expense Reimbursement Plan (WSCFF MERP). One-hundred percent (100%) of the monthly contributions on a pre-tax basis shall be borne by the employee in the amount established by the plan, per month. The CITY shall transmit, mail or forward the monthly contributions on or about the sixth of every month, but no later than the tenth, for that months contributions.

The CITY will cooperate with the trust in allowing a payroll audit to ascertain if the proper amounts of contributions have been made.

The UNION and the employees agree to hold the employer harmless and indemnify the employer from any and all liability, claims, demands, lawsuits, and/or losses, damage or injury to persons or property, of whatsoever kind, arising from and in any way related to the administration of the trust fund. The UNION and employees shall be one-hundred percent (100%) liable for any and all liabilities that arise out of the trust fund. The UNION and employees shall be liable for any and all tax penalties, as well as any other liabilities arising out of the implementation and administration of the trust fund.

## **ARTICLE XXXII**

### **BINDING ARBITRATION**

The CITY and the UNION agree that after submitting to a fact-finding commission, (per Idaho Code 44-1805) in regard to wages, rates of pay, working conditions and all other terms and conditions of employment, the written recommendation of the fact-finding commission shall be binding.

## **ARTICLE XXXIII**

## ~~BI-WEEKLY PAY SCHEDULE~~

~~————The CITY and the UNION agree that prior to implementation of the bi-weekly payroll, the CITY will discuss and address best practice and implementation timing.~~

## ARTICLE XXXII SOCIAL SECURITY OPTION

When the UNION chooses to opt out of the Social Security tax, the CITY agrees to match the members percentage of wages, up to the maximum of the CITY's Social Security tax obligation per member. The CITY's maximum obligation shall be the CITY's tax percentage paid to the Social Security Administration when the UNION chooses to opt out of the Social Security system. These percentages of wages shall be placed in the allowable funds: (i.e. 457 plan, PERSI Choice plan, or yet to exist CITY offered retirement plan. The member shall choose the plan which he/she deems most appropriate.

If the Social Security tax is abolished, the CITY shall match the members percentage of wages, up to the maximum of the CITY's previous portion of the Social Security tax into the above allowable plans.

## ARTICLE XXXIII FRF EXCESS CONTRIBUTIONS

In the event the CITY is informed by PERSI of the reduction or cessation during the term of this AGREEMENT of the CITY'S financial obligations under Idaho Code 59-1394, the CITY shall promptly provide the UNION with a copy of such notice or correspondence and, upon request by the UNION, the parties shall meet and confer in good faith concerning the disposition of those previously budgeted funds which will not be expended for that purpose during the term of this AGREEMENT.

ARTICLE XXXIV  
URBAN RENEWAL DISTRICT OPENER

When any Urban Renewal District is closed, the CITY agrees to negotiate with the UNION on Article XXIII and, upon request by the UNION, the parties shall meet and confer in good faith concerning the disposition of the additional tax revenue.

DATED this 19<sup>th</sup> day of August, 2008.

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

\_\_\_\_\_  
~~Tom Greif~~ Jake Bieker, President, Local 710 ~~1494~~

ATTEST:

\_\_\_\_\_  
Susan Weathers, City Clerk

\_\_\_\_\_  
~~Eric Paul~~, Matt Tosi, Secretary, Local 710 ~~1494~~



Finance Department  
Staff Report

Date: August 14, 2008  
From: Troy Tymesen, Finance Director  
Subject: Amending the 2007-2008 Fiscal Year Appropriations (Budget)

---

Decision Point:

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

History:

The City Council annually amends the original appropriations ordinance.

Financial Analysis:

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

Performance Analysis:

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

Decision Point:

To adopt Resolution 08-048 setting the public hearing for September 16, 2008, to review and approve the amendments being presented by staff regarding the changes to the appropriations ordinance for the current Fiscal Year, 2007-2008.

RESOLUTION NO. 08-048

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

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

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

**GENERAL FUND EXPENDITURES:**

|                                         |    |                                |                     |
|-----------------------------------------|----|--------------------------------|---------------------|
| Mayor and Council-----                  | \$ | 196,349                        |                     |
| Administration-----                     |    | 787,352                        |                     |
| Finance Department-----                 |    | 771,370                        |                     |
| Municipal Services-----                 |    | <del>1,278,991</del>           | 1,253,991           |
| Human Resources-----                    |    | 244,632                        |                     |
| Legal Department-----                   |    | <del>1,211,519</del>           | 1,226,519           |
| Planning Department-----                |    | <del>546,406</del>             | 540,406             |
| Building Maintenance-----               |    | <del>541,636</del>             | 501,636             |
| Police Department-----                  |    | 8,732,252                      |                     |
| K.C.J.A. Task Force-----                |    | 149,340                        |                     |
| C.O.P.S. Grant-----                     |    | 58,061                         |                     |
| Byrne Grant-----                        |    | 136,392                        |                     |
| Fire Department-----                    |    | <del>5,879,934</del>           | 5,979,934           |
| General Government-----                 |    | <del>1,649,340</del>           | 1,783,113           |
| Engineering Services-----               |    | <del>1,459,988</del>           | 1,491,168           |
| Streets/Garage-----                     |    | <del>2,434,730</del>           | 2,461,512           |
| Parks Department-----                   |    | <del>1,643,316</del>           | 1,661,016           |
| Recreation Department-----              |    | <del>823,517</del>             | 808,517             |
| Building Inspection-----                |    | <u>834,321</u>                 |                     |
| <b>TOTAL GENERAL FUND EXPENDITURES:</b> |    | <del><u>\$29,379,446</u></del> | <u>\$29,617,881</u> |

**SPECIAL REVENUE FUND EXPENDITURES:**

|                                  |                    |                    |
|----------------------------------|--------------------|--------------------|
| Library Fund-----                | \$1,085,112        |                    |
| Impact Fee Fund-----             | 585,000            |                    |
| Parks Capital Improvements-----  | <del>737,500</del> | 813,500            |
| Annexation Fee Fund-----         | 230,000            |                    |
| Insurance / Risk Management----- | 350,500            |                    |
| Cemetery Fund-----               | <u>293,738</u>     | <u>393,738</u>     |
| <b>TOTAL SPECIAL FUNDS:</b>      | <u>\$3,281,850</u> | <u>\$3,457,850</u> |

**ENTERPRISE FUND EXPENDITURES:**

|                                       |                      |                     |
|---------------------------------------|----------------------|---------------------|
| Street Lighting Fund-----             | \$ 560,203           |                     |
| Water Fund-----                       | <del>6,300,904</del> | 6,687,904           |
| Wastewater Fund-----                  | 14,570,736           |                     |
| Water Cap Fee Fund-----               | 960,000              |                     |
| WWTP Cap Fees Fund-----               | 2,482,683            |                     |
| Sanitation Fund-----                  | <del>3,025,984</del> | 3,050,984           |
| City Parking Fund-----                | 240,982              |                     |
| Stormwater Management-----            | <u>1,504,169</u>     |                     |
| <b>TOTAL ENTERPRISE EXPENDITURES:</b> | <u>\$29,645,661</u>  | <u>\$30,057,661</u> |

|                                         |                             |                     |
|-----------------------------------------|-----------------------------|---------------------|
| TRUST AND AGENCY FUNDS:-----            | <del>3,147,708</del>        | 3,437,708           |
| STREET CAPITAL PROJECTS FUNDS:-----     | <del>250,000</del>          | 325,000             |
| 2006 GO BOND CAPITAL PROJECT FUND:-     | <del>3,240,015</del>        | 3,628,915           |
| DEBT SERVICE FUNDS:-----                | <u><del>2,372,479</del></u> | <u>2,379,079</u>    |
| <b>GRAND TOTAL OF ALL EXPENDITURES:</b> | <u>\$71,317,159</u>         | <u>\$72,904,094</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 27, 2008 and September 3, 2008.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 16th day of September, 2008 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed amended Budget should or should not be adopted.

DATED this 19th day of August, 2008.

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

ATTEST:

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

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_,  
to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER KENNEDY Voted \_\_\_\_\_

COUNCIL MEMBER GOODLANDER Voted \_\_\_\_\_

COUNCIL MEMBER BRUNING Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_


COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER HASSELL Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

## PUBLIC HEARINGS

## CITY COUNCIL STAFF REPORT

**DATE:** August 19, 2008  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** **Vacation of Portions of Easements in the Riverstone West  
And Riverstone West 1<sup>st</sup> Addition Subdivisions**

---

### DECISION POINT

The applicant, Riverstone West, LLC, is requesting the vacation of portions of easements that were granted on the noted plats. The Council is being requested to approve the request for vacation due to the redevelopment and realignment of the facilities that the easements covered. The easement portions are as follows:

1. Portion of John Loop roadway that is unneeded due to directional realignment of the street (map attached).
2. Sanitary sewer easement that was never utilized due to sanitary line relocation (map attached).
3. Portion of bike trail easement that is situated within the open pit area and not necessary due to trail realignment (map attached).

### HISTORY

The noted easements were dedicated during the initial stages of the Riverstone West development, prior to the actual completion of site work. As the development has progressed, redesign of facilities and actual installations have caused the infrastructure to be relocated, and, new or altered easements established.

### FINANCIAL ANALYSIS

There are no financial impacts to the City with any of the requested vacations.

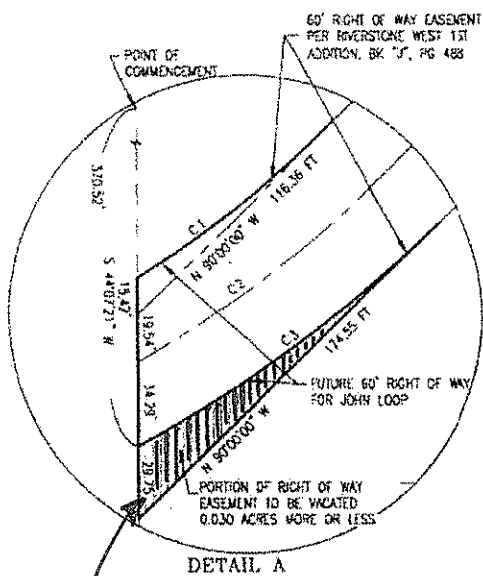
### PERFORMANCE ANALYSIS

The developer has provided new easements where necessary for the realignment of facilities.

### SUMMARY

Because these easements were dedicated on a plat document, they must be vacated in accordance with Idaho Code 50-1306. The portions of the easements that are involved in this request do not serve any functional purpose in the current locations, therefore, they may be vacated without impacting the installed infrastructure. The Public Works Committee carried the motion to proceed to the City Council with this request at the July 7, 2008 PWC meeting.

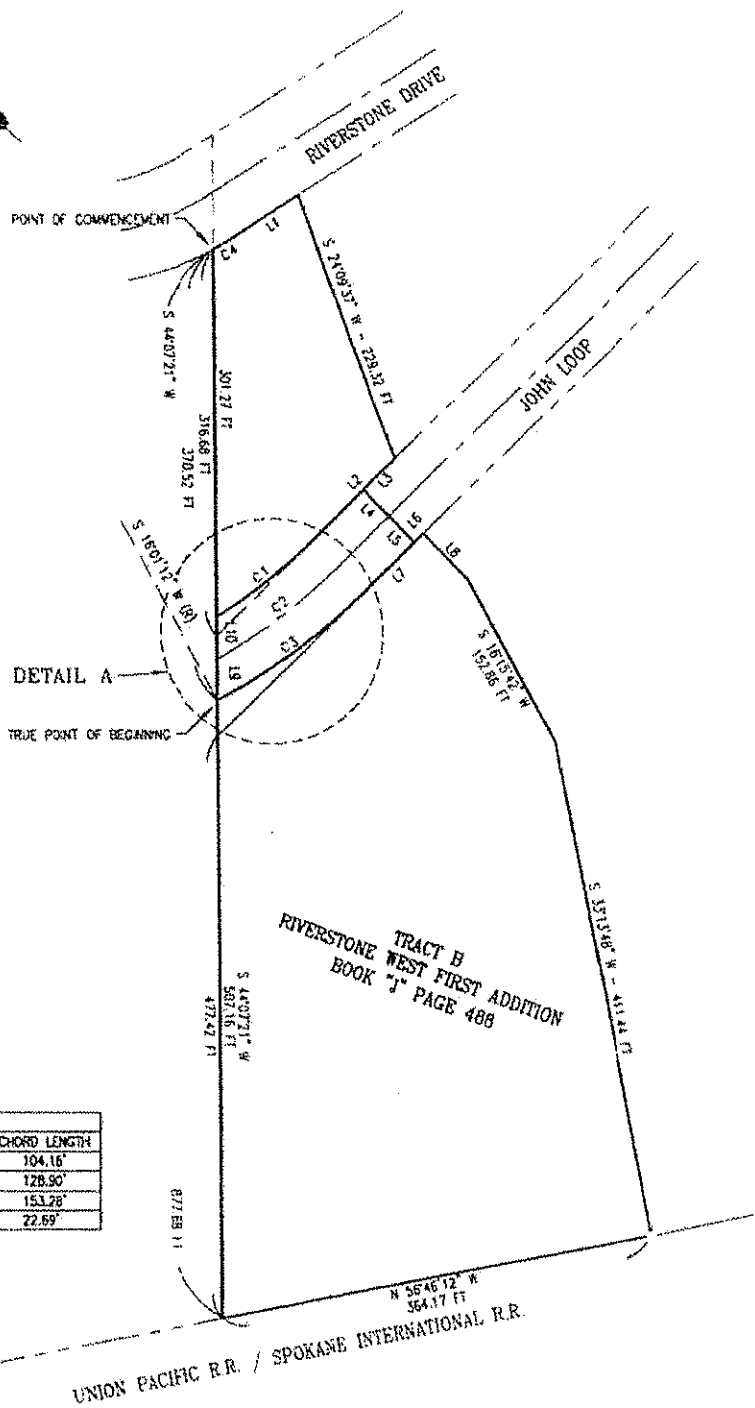
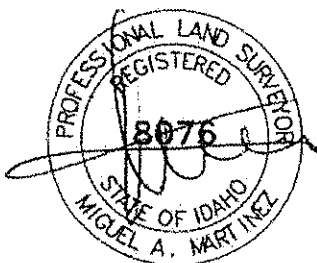
# EXHIBIT "B"



Portion of  
R/W

| NUMBER | DIRECTION     | DISTANCE |
|--------|---------------|----------|
| L1     | S 78°09'29" E | 60.79'   |
| L2     | N 90°00'00" W | 93.79'   |
| L3     | N 90°00'00" E | 36.23'   |
| L4     | S 00°00'00" W | 30.00'   |
| L5     | S 00°00'00" W | 30.00'   |
| L6     | N 90°00'00" W | 10.54'   |
| L7     | N 90°00'00" E | 68.10'   |
| L8     | S 00°03'51" W | 51.38'   |
| L9     | S 44°07'21" W | 34.29'   |
| L10    | S 44°07'21" W | 34.96'   |

| NUMBER | DELTA ANGLE | RADIUS  | ARC LENGTH | CHORD DIRECTION | CHORD LENGTH |
|--------|-------------|---------|------------|-----------------|--------------|
| C1     | 12°12'10"   | 490.00' | 104.36'    | S 83°53'55" E   | 104.16'      |
| C2     | 14°14'23"   | 520.00' | 129.23'    | S 82°52'49" E   | 128.90'      |
| C3     | 16°01'12"   | 550.00' | 153.78'    | S 81°59'24" E   | 153.28'      |
| C4     | 05°00'09"   | 260.00' | 27.70'     | S 75°39'54" E   | 22.69'       |



**Alta Land Surveying**  
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LA MESA, CA 91941  
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miguel@altaandsurveying.com cell: (619) 823-2582

## EXHIBIT "B"

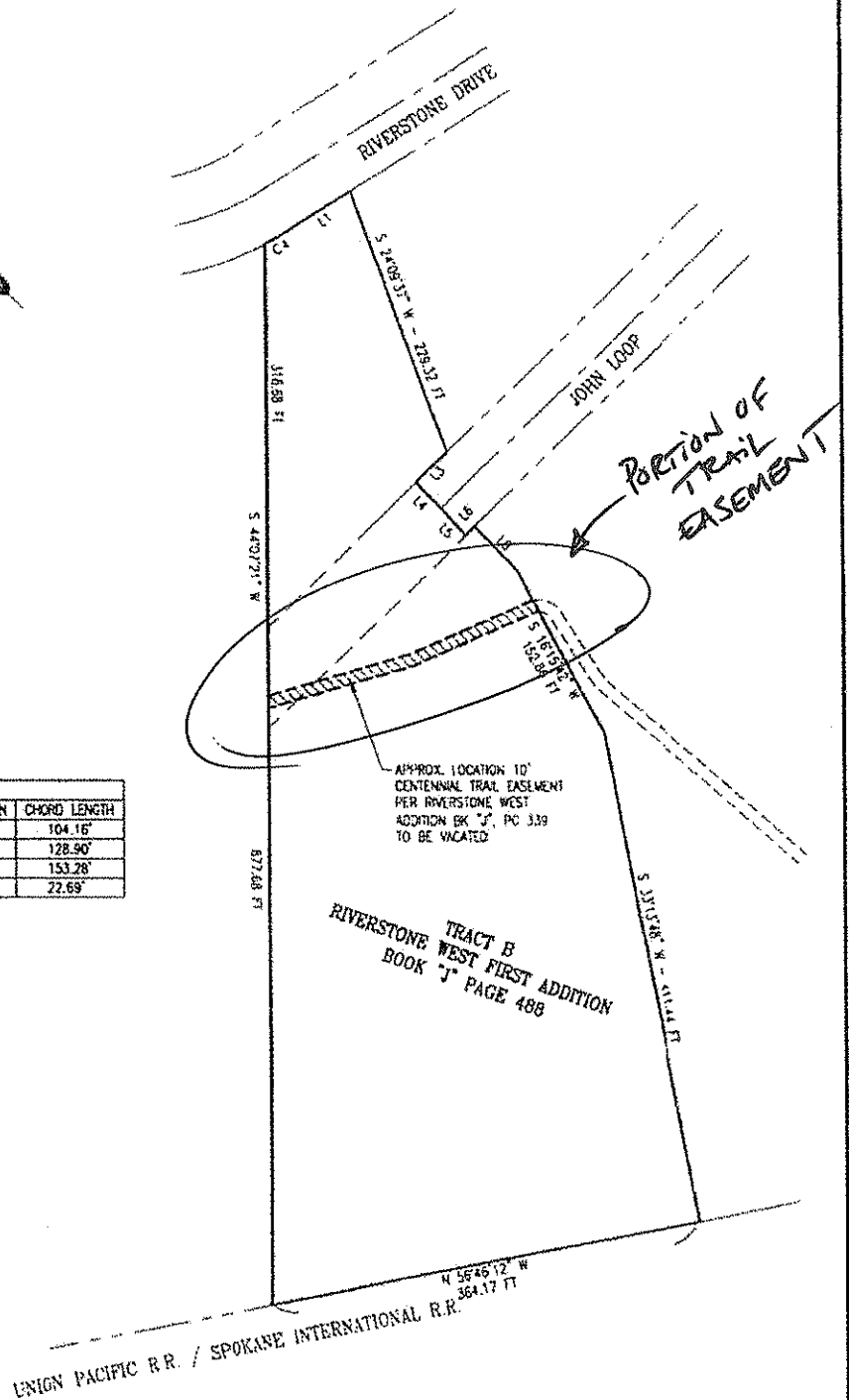
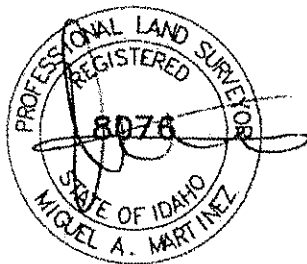
RIGHT OF WAY  
EASEMENT TO BE  
VACATED

|                        |                   |
|------------------------|-------------------|
| DRAWN BY<br>SDS        | CHECKED BY<br>VPM |
| DESIGNED BY<br>N/A     |                   |
| DATE<br>UNUSABLE       |                   |
| SCALE<br>1" = 100'     |                   |
| PROJECT NO.<br>08-0005 |                   |
| SHEET NO.<br>1 OF 1    |                   |

# EXHIBIT "B"

| LINE TABLE |               |          |
|------------|---------------|----------|
| NUMBER     | DIRECTION     | DISTANCE |
| L1         | S 78°09'29" E | 60.79    |
| L2         | N 90°00'00" W | 93.79    |
| L3         | N 90°00'00" E | 36.23    |
| L4         | S 00°00'00" W | 30.00    |
| L5         | S 00°00'00" W | 30.00    |
| L6         | N 90°00'00" W | 10.54    |
| L7         | N 90°00'00" E | 68.10    |
| L8         | S 00°03'51" W | 51.38    |
| L9         | S 44°07'21" W | 34.29    |
| L10        | S 44°07'21" W | 34.96    |

| CURVE TABLE |             |        |            |                 |              |
|-------------|-------------|--------|------------|-----------------|--------------|
| NUMBER      | DELTA ANGLE | RADIUS | ARC LENGTH | CHORD DIRECTION | CHORD LENGTH |
| C1          | 12°12'10"   | 490.00 | 104.36     | S 83°53'35" E   | 104.16       |
| C2          | 14°14'23"   | 520.00 | 129.23     | S 82°52'49" E   | 128.90       |
| C3          | 16°01'12"   | 550.00 | 153.78     | S 81°58'24" E   | 153.28       |
| C4          | 05°00'09"   | 260.00 | 22.70      | S 75°19'54" E   | 22.69        |



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 miguel@altalandsurveying.com cell: (619) 873-2582

## EXHIBIT "B"

CENTENNIAL  
 TRAIL EASEMENT  
 TO BE VACATED

|                      |                  |
|----------------------|------------------|
| DRAWN BY: RDS        | CHECKED BY: VADP |
| DESIGNED BY: VADP    |                  |
| DATE: 06/24/03       |                  |
| SCALE: 1" = 100'     |                  |
| PROJECT NO: CH 00000 |                  |
| DRAWING NO: 1 OF 1   |                  |



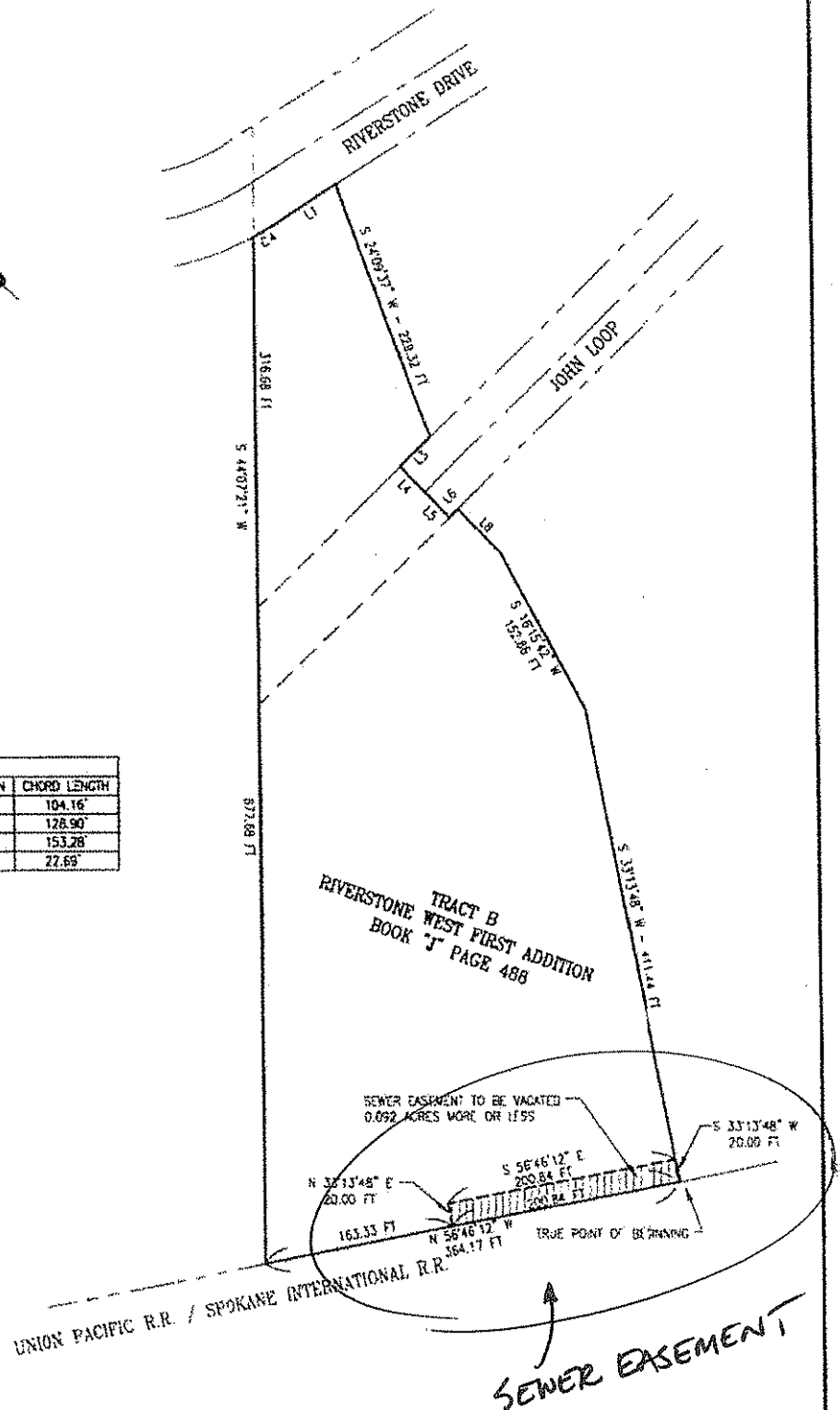
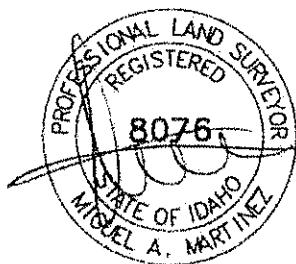
# EXHIBIT "B"

LINE TABLE

| NUMBER | DIRECTION     | DISTANCE |
|--------|---------------|----------|
| L1     | S 78°09'29" E | 60.79'   |
| L2     | N 90°00'00" W | 93.79'   |
| L3     | N 90°00'00" E | 36.23'   |
| L4     | S 00°00'00" W | 30.00'   |
| L5     | S 00°00'00" W | 30.00'   |
| L6     | N 90°00'00" W | 10.34'   |
| L7     | N 90°00'00" E | 68.10'   |
| L8     | S 00°03'51" W | 51.38'   |
| L9     | S 44°07'21" W | 34.29'   |
| L10    | S 44°07'21" W | 34.98'   |

CURVE TABLE

| NUMBER | DELTA ANGLE | RADIUS  | ARC LENGTH | CHORD DIRECTION | CHORD LENGTH |
|--------|-------------|---------|------------|-----------------|--------------|
| C1     | 12°12'18"   | 490.00' | 104.36'    | S 83°53'55" E   | 104.16'      |
| C2     | 14°14'23"   | 520.00' | 129.23'    | S 82°52'49" E   | 128.90'      |
| C3     | 16°01'12"   | 550.00' | 153.78'    | S 81°59'24" E   | 153.28'      |
| C4     | 05°00'09"   | 260.00' | 22.70'     | S 75°39'54" E   | 22.69'       |



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EXHIBIT "B"

SEWER EASEMENT  
TO BE VACATED

|             |          |          |     |
|-------------|----------|----------|-----|
| PROJECT     | R22      | DRAWN BY | KAM |
| DESIGNED BY | VAM      |          |     |
| DATE        | 06/04/75 |          |     |
| SCALE       | 1"=150'  |          |     |
| REVISION    | 08.0006  |          |     |
| SHEET NO.   | 1        | OF 1     |     |

## **STAFF REPORT**

**DATE:** August 19, 2008

**TO:** Coeur d'Alene City Council

**FROM:** Tony Berns, Executive Director  
Lake City Development Corporation

**RE:** Modifications to the Amended and Restated Lake District Urban Renewal Plan

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### **DECISION POINT:**

- Charge to Council – to deny, adopt, or adopt with modifications the proposed LCDC Amended and Restated Lake District urban renewal plan; with modifications pertaining to the inclusion of the following three tax-exempt properties: Sorenson school block, Winton school site, and Winton City Park.

### **HISTORY:**

- On July 8, 2008 the Planning Commission unanimously confirmed that the proposed Amended and Restated Lake District urban renewal plan conforms to the City's Comprehensive plan.
- Broad Historic Background:
  - 1997 - CDA URA formed by Council: original urban renewal plan called for a district term of 15 years, and a district boundary that includes portions of downtown, midtown and NW Blvd.
  - 2003 – LCDC recommended to Council an amendment to the 1997 original plan that would increase the term of the original district (now referred to as the Lake District) from 15 years (2012) to 24 (2021) years, the maximum term allowed under Idaho statute. No boundary changes were proposed in 2003. Council in 2003 adopted the amended Lake District plan.
  - 2008 – LCDC is recommending to City Council that the existing 2003 Lake District plan be amended to modify the district's boundary to include three distinct tax-exempt properties: Sorenson school block, Winton school site, and City of CDA Winton Park area. These proposed boundary modifications are the only significant changes to the Plan that Council adopted in 2003.

## **Sorenson /Winton Story**

### **November, 2005**

Letter from LCDC to SD271 leadership:

“...LCDC Board of Commissioners strongly supports school District 271’s strategic vision of maintaining a strong and viable education presence in the downtown / midtown areas of Coeur d’Alene. Retaining a viable school network south of the I-90 corridor is critical to the preservation of the older city neighborhoods and also to the economic vitality of the downtown / midtown areas.”

### **December, 2006**

Letter from LCDC to SD271 leadership:

“The recently released BBC Coeur d’Alene affordable housing needs assessment study’s Strategic Blueprint Goal #5 stresses the need to “maintain quality schools within the City”. The LCDC Board of Commissioners views the Sorenson School as a key component of a viable education presence in the downtown area, and encourages District 271 leadership to factor in long-term neighborhood viability in their academic sourcing decisions.”

### **February, 2007 – LCDC Board meeting**

School District 271 Superintendent Harry Amend and Assistant Superintendent Hazel Bauman shared a Sorenson magnet school concept overview with the Board. They started the presentation by sharing that District 271’s financial status is still tenuous, and that times are tight. Due to this financial climate, the economic viability of each District 271 school, specifically schools located in the downtown area, is reviewed by school district leadership annually. The Sorenson elementary school has continually come up for review due to its cost structure and student demographics.

Discussions re. the fate of the Sorenson school began in earnest on November 20, 2006. It costs approximately \$411,000 annually to operate Sorenson. Sorenson is an old school, has no on site parking, is not Americans with Disability Act (ADA) compliant, and is located on a small 2 acre site. Even with Sorenson’s challenges, by a 10-8 vote, the long range planning team recommended that the District School Board find a way to keep Sorenson open. That vote, coupled with all of the community, City and LCDC input received supporting the effort to keep the school open, swayed the School Board to give the proposed Sorenson magnet school model a chance.

The vitality of the downtown and the ‘fine arts and humanities’ magnet school model were key issues supporting the decision to give the school a chance. The proposed Sorenson magnet

school model offers the school the ability to attract new students from outside the current District 271 student population (e.g. from private schools, home schooling). School District 271 leadership would like the LCDC to be a financial partner in the Sorenson magnet school initiative.

LCDC Board members thanked Harry and Hazel for their presentation and discussed several issues:

- The Sorenson school is located just outside of the LCDC's Lake District which makes LCDC financial participation more difficult. However, a rational case can be made that many community value adding facilities can not be located on every corner of the city so to speak (e.g. a water treatment plant) and that a school asset is a very valuable asset to a wide geographic area.
- The request of the LCDC re. partnership funding for the Sorenson initiative is more applicable to capital oriented expenses rather than operating expenses.
- District 271 needs to help the LCDC quantify the "impact" (e.g. economic impact, social impact, recreation impact) of the proposed Sorenson magnet school concept to the LCDC's Lake District and the surrounding urban neighborhoods.
- Housing is a key driver to urban renewal and redevelopment, and a healthy educational infrastructure is a necessity for a viable housing market in the mature urban neighborhoods – a magnet school could be a value adding asset to viable urban housing. The LCDC Board would like District 271 leadership to share any magnet school case studies highlighting a magnet school's beneficial affect on housing issues.

#### **April, 2007 – LCDC Board Meeting**

Harry Amend and Hazel Bauman shared a Sorenson Magnet School update with the Board. Also, as requested by the LCDC Board, School District 271 completed an analysis of ADA costs associated with the Sorenson School:

~~SORENSEN ELEMENTARY~~  
**ADA COMPLIANCE REVIEW**  
**ESTIMATED CORRECTIVE COSTS**

| <u>Existing Facility Non-Compliance Element</u>         | <u>Estimated<br/>Corrective<br/>Cost</u> |
|---------------------------------------------------------|------------------------------------------|
| Accessible Route/Changes in Level (BUSES)               | \$1,885                                  |
| Exterior Accessible Route                               | \$445                                    |
| Gratings                                                | \$450                                    |
| Access Aisles (PARKING)                                 | \$350                                    |
| Parking Signage                                         | \$600                                    |
| Curb Ramps                                              | \$3,560                                  |
| Entrances                                               | \$2,830                                  |
| Signage                                                 | \$1,400                                  |
| Automatic Doors                                         | \$5,565                                  |
| Ramps                                                   | \$1,400                                  |
| Interior Stairs and Handrails                           | \$2,740                                  |
| Elevators                                               | \$91,650                                 |
| Two Doors in Series                                     | \$4,000                                  |
| Drinking Fountains                                      | \$4,500                                  |
| Restrooms, Boy's and Girl's (both floors)               | \$44,800                                 |
| Restrooms Staff Toilet                                  | \$5,120                                  |
| Sinks                                                   | \$10,800                                 |
| Access to Performing Areas                              | \$16,500                                 |
| Storage                                                 | \$3,400                                  |
| Alarms                                                  | \$35,500                                 |
| Public Telephones                                       | \$1,850                                  |
| Libraries                                               | \$1,500                                  |
| Wheelchair Accommodation in Assembly Areas              | \$16,500                                 |
| Gym Exiting                                             | \$3,250                                  |
| Exit Signage                                            | \$75                                     |
| Fire Protection                                         | \$63,700                                 |
| Total Door Schedule Estimated Corrective Costs          | <u>\$26,730</u>                          |
| Subtotal                                                | \$351,100                                |
| General Contractor's Overhead, Profit, Bond & Insurance | \$52,665                                 |
| Contingency @ 5%                                        | <u>\$17,555</u>                          |
| Total Estimated Corrective Costs                        | <b>\$421,320</b>                         |

The Board reviewed the submitted list of ADA costs, and discussed the other issues associated with Sorenson becoming a magnet school. Harry reminded the LCDC Board that the SD 271 Board had indicated that three thresholds had to be met before Sorenson could be approved as a magnet school:

- Student enrollment targets had to be met (accomplished),
- Sorenson community fundraising targets had to be met (progressing well),
- Sorenson building ADA compliance issues had to be addressed.

Harry shared that the SD 271 Board has given the green light for Sorenson to proceed as a magnet school since the enrollment and fundraising thresholds are progressing so well. Hazel LCDC: Sorenson/Winton Initiative

shared that a magnet school triggers the ADA compliance requirements quicker than a standard neighborhood school, so the potential LCDC partnership is very important to the school district.

**Motion by Elder, seconded by Goodlander, identifying the LCDC as a partner in the success of the Sorenson Magnet School concept, directing Executive Director Berns to continue working with SD 271 staff and LCDC legal counsel on defining the appropriate LCDC role in the Sorenson partnership, and to report back to the Board with a partnership strategy recommendation at the May Board meeting. Motion carried.**

#### **May, 2007 – LCDC Board Meeting**

Tony shared that LCDC legal counsel is working on the Sorenson initiative, and that SD271 staff is collecting Sorenson school metrics relative to the school's affect/impact on the LCDC Lake district.

#### **June, 2007 – LCDC Board Meeting**

Tony shared that LCDC legal counsel is concluding work on the Sorenson initiative, and that SD271 staff is concluding their analysis of the Sorenson school metrics (including student demographics) relative to the school's affect/impact on the LCDC Lake District. Tony also shared that SD271 staff has prioritized the ADA cost data as reflected below into two potential funding phases:

**SORENSEN ELEMENTARY  
ADA COMPLIANCE REVIEW  
ESTIMATED CORRECTIVE COSTS**

| <u>Existing Facility Non-Compliance Element</u>         | <u>Estimated<br/>Corrective<br/>Cost</u> |
|---------------------------------------------------------|------------------------------------------|
| Accessible Route/Changes in Level                       | \$1,885                                  |
| Exterior Accessible Route                               | \$445                                    |
| Gratings                                                | \$450                                    |
| Access Aisles                                           | \$350                                    |
| Parking Signage                                         | \$600                                    |
| Curb Ramps                                              | \$3,560                                  |
| Entrances                                               | \$2,830                                  |
| Signage                                                 | \$1,400                                  |
| Automatic Doors                                         | \$5,565                                  |
| Ramps                                                   | \$1,400                                  |
| Interior Stairs and Handrails                           | \$2,740                                  |
| Elevators                                               | \$91,650                                 |
| Restrooms, Boy's and Girl's (both floors)               | \$44,800                                 |
| Restrooms Staff Toilet                                  | \$5,120                                  |
| Wheelchair Accommodation in Assembly Areas              | \$16,500                                 |
| Access to Performing Areas                              | \$16,500                                 |
| Subtotal                                                | <u>\$195,795</u>                         |
| General Contractor's Overhead, Profit, Bond & Insurance | \$26,333                                 |
| Contingency @ 5%                                        | \$9,790                                  |
| <b>Phase 1</b>                                          | <b>\$231,917</b>                         |
| Two Doors in Series                                     | \$4,000                                  |
| Drinking Fountains                                      | \$4,500                                  |
| Sinks                                                   | \$10,800                                 |
| Storage                                                 | \$3,400                                  |
| Alarms                                                  | \$35,500                                 |
| Public Telephones                                       | \$1,850                                  |
| Libraries                                               | \$1,500                                  |
| Gym Exiting                                             | \$3,250                                  |
| Exit Signage                                            | \$75                                     |
| Fire Protection                                         | \$63,700                                 |
| Total Door Schedule Estimated Corrective Costs          | <u>\$26,730</u>                          |
| Subtotal                                                | <u>\$155,305</u>                         |
| General Contractor's Overhead, Profit, Bond & Insurance | \$26,333                                 |
| Contingency @ 5%                                        | \$7,765                                  |
| <b>Phase 2</b>                                          | <b>\$189,403</b>                         |
| <b>Total</b>                                            | <b>\$421,320</b>                         |

The Board discussed the SD271 proposed phased funding approach for the Sorenson ADA initiative, and decided to postpone further discussion re. the Sorenson initiative until LCDC's

legal counsel delivers their findings re. the LCDC's ability / latitude to participate in the Sorenson ADA initiative.

#### **August, 2007 – LCDC Special Call Board Meeting**

LCDC legal counsel Ryan Armbruster's legal opinion review: basically four alternatives available to the Board:

- postpone any action on this initiative; a do nothing approach,
- possibly fund Sorenson ADA-related improvements with the Sorenson school located outside of the Lake District boundary,
- possibly fund Sorenson ADA-related improvements by amending the Lake District boundary to include the Sorenson school within the Lake District,
- possibly rebate tax increment revenue funds to the School District on a general basis for their possible use in funding Sorenson ADA-related improvements.

The legal opinion shared concerns regarding the choice of alternatives 2 and 4, stating that alternative 3 is the best course of action for the Board to consider. Board members discussed the varying aspects of the legal opinion, agreeing that alternative 3 was the best venue to consider.

In bringing the boundary change discussion to closure, Commissioner Patzer asked the Board if including the Winton elementary school in the eligibility study would be prudent since the Winton school currently borders the Lake District boundary and is in similar disrepair as is the Sorenson school. The Board agreed with Commissioner Patzer's rationale, and agreed that from a planning process, it would be wise to include both Sorenson and Winton schools in the eligibility study.

**Motion by Davis, seconded by Elder to direct Executive Director Berns to engage a planning consultant to perform an eligibility study for the possible inclusion of the Sorenson School property (located at 311 N 9<sup>th</sup> Street) and the Winton School property (located at 920 LaCrosse Avenue) into the Lake urban renewal district.  
Motion carried.**

#### **August, 2007 – LCDC Board Meeting**

Sorenson/Winton eligibility report commissioned – Harlan Mann consulting engaged. Winton Park area added to eligibility report parameters following discussion with Doug Eastwood, City Parks Director, due to the relationship of the Park with the Winton School site.

#### **October, 2007 – LCDC Board Meeting**

LCDC Resolution passed accepting Sorenson/Winton eligibility report, forwarding eligibility report on to City Council for their review and adoption



**November, 2007 – City Council Meeting**

City Council adopted Sorenson/Winton eligibility report (resolution 07-070), and directed LCDC to prepare and amended Lake District urban renewal plan to include the Sorenson and Winton schools, and Winton Park.

**January, 2008 – LCDC Board Meeting**

Keyser-Marston Associates engaged to perform economic feasibility analysis.

**June, 2008 – LCDC Board Meeting**

Lake District Amended Plan, including the Keyser-Marston economic feasibility report, before LCDC Board for adoption and forwarding on to City Council.



# CITY OF COEUR D'ALENE

## PLANNING DEPARTMENT

CITY HALL, 710 E. MULLAN  
COEUR D'ALENE, IDAHO 83816-3964  
208/769-2271

July 14, 2008

Lakes City Development Corporation  
Tony Berns, Executive Director  
105 N. 1<sup>st</sup> Street, Suite 100  
Coeur d'Alene, ID 83814

RE: Review proposed Lakes Urban Renewal District boundary changes for conformity with the Comprehensive Plan

Dear Tony:

On July 8, 2008, the Planning Commission approved the above-referenced administrative item by a 5 to 0 vote citing the following Comprehensive Plan Policies:

1. **Objective 3.11, Historic Preservation: Encourage the protection of historic buildings and sites.**

Sorensen and Winton Schools have both been a part of the City for many years and should be categorized as "Historic" and continued to be preserved.

2. **Objective 3.12, Education: Support quality educational facilities throughout the City, from the pre-school through the university level.**

The Coeur d'Alene school district considered closing Sorensen School because of the cost of repairs needed for the school to remain open. This decision raised concerns with the community and generated discussions with the school board, which led to the board's decision to keep Sorensen open as a magnet school. This decision allows children not living in the area a choice, which helps to generate a population base allowing the school to remain open.


3. **Objective 3.13, Parks: Support the development, acquisition, and maintenance of property and facilities for current and future use, as described in the Parks Master Plan.**

**Objective 3.14, Recreation: Encourage city-sponsored and/or private recreation facilities for citizens of all ages. This includes sports fields and facilities, hiking and biking pathways, open space, passive parks, and water access for people and boats.**

Winton Park should be maintained and protected because it provides a number of activities the community has enjoyed.

If you have questions or need further information, please call me at 769-2271.

Sincerely,



JOHN J. STAMSOS  
Senior Planner

JJS

BY THE COUNCIL:

BRUNING, EDINGER, GOODLANDER,  
HASSELL, KENNEDY, McEVERS,

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO, APPROVING THE AMENDED AND RESTATED LAKE DISTRICT URBAN RENEWAL PROJECT, INCLUDING THE SORENSON MAGNET SCHOOL, WINTON SCHOOL, AND WINTON PARK AREA (NOW REFERRED TO AS THE SECOND AMENDED AND RESTATED PLAN), WHICH SECOND AMENDED AND RESTATED PLAN INCLUDES REVENUE ALLOCATION FINANCING PROVISIONS; AUTHORIZING THE CITY CLERK TO TRANSMIT A COPY OF THIS ORDINANCE AND OTHER REQUIRED INFORMATION TO COUNTY AND STATE OFFICIALS; APPROVING THE SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about the 5th day of August, 1997, by Resolution No. 97-151 the Council and Mayor of Coeur d'Alene created an urban renewal agency, The Coeur d'Alene Urban Renewal Agency (now known as the Lake City Development Corporation ("LCDC")), authorizing it to transact business and exercise the powers granted by the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, as amended (the "Law"), and the Local Economic Development Act, the same being Idaho Code, Title 50, Chapter 29, as amended; (the "Act"), upon making the findings of necessity required for creating said Urban Renewal Agency;

WHEREAS, pursuant to Idaho Code Section 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project;

WHEREAS, Idaho Code Section 50-2906, also requires that in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan is a deteriorated area or deteriorating area;

WHEREAS, the City Council of the city of Coeur d'Alene, Idaho (the "City"), after notice duly published, conducted a public hearing on the Coeur d'Alene Urban Renewal Plan for Midtown-Northwest Boulevard, and Downtown Urban Renewal Project (the "1997 Urban Renewal Plan," and the urban renewal area referred to as the 1997 Project Area);

WHEREAS, following said public hearing, the City adopted its Ordinance No. 2842 on December 16, 1997, approving the 1997 Urban Renewal Plan (hereinafter the "Lake District Urban Renewal Plan") and making certain findings;

WHEREAS, in 2003, LCDC Staff and consultants previously considered changes to the Lake District Urban Renewal Plan Boundaries to update the Finance Plan to add other redevelopment activities and to incorporate certain legislative changes to the Law and Act adopted since 1997;

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the Lake District Urban Renewal Plan (the "Lake District Amended and Restated Plan") to redevelop a portion of the City, pursuant to the Law and the Act;

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3154 on November 18, 2003, approving the Lake District Amended and Restated Plan, and making certain findings;

WHEREAS, it has become apparent that additional property adjacent to the Lake District Amended and Restated Plan Area is deteriorating or deteriorated and should be included in the urban renewal project;

WHEREAS, LCDC, in August, 2007, requested Harlan Mann, Real Estate Consultant ("Consultant"), review an additional area adjacent to the area covered in the Lake District Amended and Restated Plan and to prepare an eligibility report to include the additional area;

WHEREAS, LCDC has obtained the Winton School, Winton Park, and Sorenson Magnet School Urban Renewal Eligibility Report (the "Sorenson School Report"), which examines an area bounded generally by Blackwell Island to the west, 11<sup>th</sup> Street to the east, Lake Coeur d'Alene to the south, and Miller Avenue to the north, for the purpose of determining whether such area is a deteriorating area and deteriorated area as defined by Idaho Code, Sections 50-2018(9) and 50-2903(8)(b);

WHEREAS, the Sorenson School Report, dated October 11, 2007, has been submitted to the LCDC;

WHEREAS, on October 17, 2007, the LCDC Board adopted Resolution No. 08-01 recommending the City Council declare the area identified in the Sorenson School Report as qualifying for urban renewal activities;

WHEREAS, pursuant to Idaho Code Section 50-2008, an urban renewal project for an urban renewal area shall not be planned until such area has been found to be deteriorated or deteriorating by the adoption of a resolution by the City Council;

WHEREAS, Idaho Code, Section 50-2906 also requires that in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must

make a finding or determination that the area included in such plan is a deteriorated area or deteriorating area;

WHEREAS, the City Council, at its November 20, 2007, meeting, considered the issue of declaring the geographic area described within the Sorenson School Report as deteriorated or deteriorating and, by way of City Council Resolution No. 07-070, directed LCDC to prepare an amended urban renewal plan to include the areas referred to as the Sorenson Magnet School, Winton School, and Winton Park Area;

WHEREAS, the Legislature of the state of Idaho has enacted the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, referred to herein as the "Act," authorizing certain urban renewal agencies, including LCDC, to adopt revenue allocation financing provisions as part of their urban renewal plans;

WHEREAS, LCDC has embarked on an urban renewal project referred to as the Amended and Restated Lake District Urban Renewal Project, including the Sorenson Magnet School, Winton School, and Winton Park Area (the "Second Amended and Restated Plan") to redevelop a portion of the City of Coeur d'Alene pursuant to the Law and the Act;

WHEREAS, the Second Amended and Restated Plan proposes to add an additional urban renewal area referred to as the Sorenson Magnet School, Winton School, and Winton Park Area located in the following area: bounded generally by Blackwell Island to the west, 11<sup>th</sup> Street to the east, Lake Coeur d'Alene to the south, and Miller Avenue to the north;

WHEREAS, LCDC has prepared the proposed Second Amended and Restated Plan for the area previously designated as eligible for urban renewal planning as determined by LCDC and City Council;

WHEREAS, in order to implement the provisions of the Act and the Law, either LCDC may prepare a plan, or any person, public or private, may submit such a plan to LCDC;

WHEREAS, LCDC staff and consultants have undertaken the planning process since November 2007;

WHEREAS, LCDC has prepared the proposed Second Amended and Restated Plan for the areas designated as eligible for urban renewal planning;

WHEREAS, such proposed Second Amended and Restated Plan also contains provisions of revenue allocation financing as allowed by the Act;

WHEREAS, in order to implement the provisions of the Act and the Law, LCDC shall prepare and adopt a plan for each revenue allocation area and submit the Second Amended and Restated Plan and recommendation for approval thereof to the City Council;

WHEREAS, as required by the Act, LCDRC has reviewed the information within the Second Amended and Restated Plan concerning the use of revenue allocation funds and approved such information;

WHEREAS, the Board considered all comment, testimony, and information submitted to LCDRC during the June 18, 2008, meeting;

WHEREAS, on June 18, 2008, the LCDRC Board passed Resolution No. 08-09 proposing the Second Amended and Restated Plan;

WHEREAS, such Second Amended and Restated Plan has been tendered to the City Planning and Zoning Commission and to the City Council of the City of Coeur d'Alene for their consideration and review as required by the Law and the Act;

WHEREAS, LCDRC has, by letter of transmittal dated June 24, 2008, submitted the Second Amended and Restated Plan to the Mayor and City Council of Coeur d'Alene;

WHEREAS, the Mayor and City Clerk have taken the necessary action to process the Second Amended and Restated Plan;

WHEREAS, notice of the public hearing of the Second Amended and Restated Plan was caused to be published by the Coeur d'Alene City Clerk of Coeur d'Alene, Idaho, in the Coeur d'Alene Press on July 14, and August 4, 2008, a copy of said notice being attached hereto as Exhibit 1;

WHEREAS, as of July 8, 2008 the Second Amended and Restated Plan, a copy of which is attached hereto as Exhibit 2 and incorporated herein by reference, was submitted to the effected taxing entities, available to the public, and under consideration by the City Council;

WHEREAS, at a meeting held July 8, 2008, the city of Coeur d'Alene Planning and Zoning Commission considered the Second Amended and Restated Plan and found that the Second Amended and Restated Plan is in all respects in conformity with the Comprehensive Plan; a copy of the Planning and Zoning Commission action is attached hereto as Exhibit 3;

WHEREAS, the City Council during its regular meeting of August 19, 2008, held such public hearing;

WHEREAS, as required by Idaho Code Sections 50-2905 and 50-2906, the Second Amended and Restated Plan contains the following information which was made available to the general public and all taxing districts at least thirty (30) days prior to the August 19, 2008, regular meeting of the City Council: (1) the kind, number, and location of all proposed public works or improvements within the revenue allocation area; (2) an economic feasibility study; (3) a detailed list of estimated project costs; (4) a fiscal impact statement showing the impact of the revenue allocation area, both until and after the bonds are repaid, upon all taxing districts levying taxes upon property in the revenue allocation area; and (5) a description of the methods

of financing all estimated project costs and the time when related costs or monetary obligations are to be incurred;

WHEREAS, the Second Amended and Restated Plan authorizes certain projects to be financed by revenue allocation bonds and proceeds from revenue allocation;

WHEREAS, appropriate notice of the Second Amended and Restated Plan and revenue allocation provision contained therein has been given to the taxing districts and to the public as required by Idaho Code Section 50-2906;

WHEREAS, it is necessary, and in the best interests of the citizens of the city of Coeur d'Alene, Idaho, to recommend approval of the Second Amended and Restated Plan and to adopt, as part of the Second Amended and Restated Plan, revenue allocation financing provisions that will help finance urban renewal projects to be completed in accordance with the Second Amended and Restated Plan (as now or hereafter amended), in order to (1) encourage private development in the urban renewal area; (2) to prevent and arrest decay of the plan project area due to the inability of existing financing methods to provide needed public improvements; (3) to encourage taxing districts to cooperate in the allocation of future tax revenues arising in the Second Amended and Restated Project Area in order to facilitate the long-term growth of their common tax base; (4) to encourage private investment within the city of Coeur d'Alene and (5) to further the public purposes of LCDC;

WHEREAS, the overall Second Amended and Restated Plan Area Base Assessment Value, along with the original Plan area of 1997 and the River District Plan Area, cannot exceed ten percent (10%) of the Base Assessment Value of the city of Coeur d'Alene;

WHEREAS, the City Council finds that the equalized assessed valuation of the taxable property in the revenue allocation area described in Attachments 1 and 2 of the Second Amended and Restated Plan is likely to increase as a result of initiation of urban renewal projects in accordance with the Second Amended and Restated Plan;

WHEREAS, under the Law and Act any such Plan should provide for (1) a feasible method for the location of families who will be displaced from the urban renewal area in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such families; (2) the urban renewal plan should conform to the general plan of the municipality as a whole; (3) the urban renewal plan should give due consideration to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of the children residing in the general vicinity of the site covered by the plan; and (4) the urban renewal plan should afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the urban renewal area by private enterprise;

WHEREAS, if the urban renewal area consists of an area of open land to be acquired by the urban renewal agency, such area shall not be so acquired unless (1) if it is to be developed for residential uses, the local governing body shall determine that a shortage of housing of sound standards and design which is decent, safe, and sanitary exists in the municipality; that the need



for housing accommodations has been or will be increased as a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of decent, safe, and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; or (2) if it is to be developed for nonresidential uses, the local governing body shall determine that such nonresidential uses are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives, which acquisition may require the exercise of governmental action, as provided in the Law, because of defective or unusual conditions of title, diversity of ownership tax delinquency, improper subdivisions, outmoded street patterns, deterioration of site, economic disuse, unsuitable topography or faulty lot layouts, the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area;

WHEREAS, the Second Amended and Restated Plan Area does not contain any significant open land;

WHEREAS, the City at its regular meeting held on August 19, 2008, held a public hearing and did consider the Second Amended and Restated Plan as proposed, and made certain comprehensive findings.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COEUR D'ALENE:

SECTION 1: It is hereby found and determined that:

(a) The Project Area as defined in the Amended and Restated Lake District Urban Renewal Project, including The Sorenson Magnet School Winton School, And Winton Park Area (Second Amended and Restated Plan and the project area referred to as the "Second Amended and Restated Project Area") is a deteriorated or a deteriorating area as defined in the Law and the Act and qualifies as an eligible urban renewal area under the Law and Act.

(b) The rehabilitation, conservation, and redevelopment of the urban renewal area pursuant to the Second Amended and Restated Plan is necessary in the interests of public health, safety, and welfare of the residents of the city of Coeur d'Alene.

(c) There continues to be a need for LCDC to function in the city of Coeur d'Alene.

(d) The Second Amended and Restated Plan conforms to the Comprehensive Plan of the city of Coeur d'Alene, as evidenced by the action taken by the Planning and Zoning Commission at its July 8, 2008, meeting, a copy of which is attached hereto as Exhibit 3.

(e) The Second Amended and Restated Plan gives due consideration to the provision of adequate park and recreation areas and facilities that may be desirable for neighborhood

improvement (recognizing the primary commercial component of the Second Amended and Restated Plan, the need for overall public improvements, the proposed public open space), and shows consideration for the health, safety, and welfare of any residents or businesses in the general vicinity of the urban renewal area covered by the Second Amended and Restated Plan.

(f) The Second Amended and Restated Plan affords maximum opportunity consistent with the sound needs of the City as a whole for the rehabilitation and redevelopment of the urban renewal area by private enterprises.

(g) The Second Amended and Restated Plan provides a feasible method for relocation of any displaced families residing within the urban renewal area.

(h) The base assessment rolls of the Second Amended and Restated Project Area, including the 1997 and 2008 Project Areas along with the River District Project Area, do not exceed ten percent (10%) of the assessed value of the city of Coeur d'Alene.

SECTION 2: The City Council finds that the Second Amended and Restated Project Area and Revenue Allocation Area do not consist of predominately open land, that LCDC does not intend to acquire any open land on any widespread basis, and that the Project Area is planned to be redeveloped in a manner that will include both residential and nonresidential uses. Provided, however, the City Council finds that if portions of the Second Amended and Restated Project Area and Revenue Allocation Area are deemed "open land," the criteria set forth in the Law and Act have been met.

SECTION 3: The City Council finds that one of the Second Amended and Restated Plan objectives to increase the residential opportunity to include affordable housing does meet the sound needs of the City and will provide housing opportunity in an area that does not now contain such opportunity, and the portion of the Project Area which is identified for nonresidential uses is necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of the Coeur d'Alene Comprehensive Plan to overcome economic disuse, the need for improved traffic patterns, and the need for the correlation of this area with other areas of the City.

SECTION 4: The Second Amended and Restated Plan attached hereto as Exhibit 2 and made a part hereof, is hereby approved. As directed by the City Council, the City Clerk and/or LCDC may make certain technical corrections or revisions in keeping with the information and testimony presented at the August 19, 2008, hearing and incorporate such changes or modifications, if any.

SECTION 5: No direct or collateral action challenging the Second Amended and Restated Plan shall be brought prior to the effective date of this Ordinance or after the elapse of thirty (30) days from and after the effective date of this Ordinance adopting the Second Amended and Restated Plan.

SECTION 6: Upon the effective date of this Ordinance, the City Clerk is authorized and directed to transmit to the County Auditor and Tax Assessor of Kootenai County and to the

appropriate officials of Kootenai County Board of Commissioners, School District No. 271, Kootenai County EMS, North Idaho College and the Eastside, Worley, and Post Falls Highway Districts, and the State Tax Commission a copy of this Ordinance, a copy of the legal description of the boundaries of the Revenue Allocation Area, and a map or plat indicating the boundaries of the Revenue Allocation Area.

SECTION 7: The City Council hereby finds and declares that the Revenue Allocation Area as defined in the Second Amended and Restated Plan includes that portion of the urban renewal area (defined as the Project Area in the Second Amended and Restated Plan), the equalized assessed valuation of which the Council hereby determines is in and is part of the Second Amended and Restated Plan has increased since the 1997 Plan adoption, and is likely to continue to increase as a result of the initiation and completion of urban renewal projects pursuant to the Second Amended and Restated Plan. The base assessment roll remains as established by the passage of Ordinance 2842 on December 16, 1997, and a base assessment roll for the addition of the area included by the adoption of this Ordinance.

SECTION 8: The City Council hereby approves and adopts the following statement policy relating to the appointment of City Council members as members of LCDC's Board of Commissioners: If any City Council members are appointed to the Board, they are not acting in an ex officio capacity, but, rather, as private citizens who, although they are also members of the City Council, are exercising their independent judgment as private citizens when they sit on the Board. Except for the powers to adopt and terminate Board members and to adopt the Second Amended and Restated Plan, the City Council recognizes that it has no power to control the powers or operations of LCDC.

SECTION 9: This Ordinance shall be in full force and effect immediately upon its passage, approval, and publication and shall be retroactive to January 1, 2008, to the extent permitted by the Act with the original revenue allocation area (the 1997 Project Area) maintaining its base assessment roll of January 1, 1997.

SECTION 10: The provisions of this Ordinance are severable, and if any provision of this Ordinance or the application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

SECTION 11: One-half, plus one of the City Council members finding good cause, the City Council hereby dispenses with the rule that this Ordinance be read on three different days; two readings of which shall be in full, and have hereby adopted this Ordinance, having considered it at one reading.

SECTION 12: The Summary of this Ordinance, a copy of which is attached hereto as Exhibit 4, is hereby approved.

SECTION 13: All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

**SECTION 14: SAVINGS CLAUSE:** This ordinance does not affect an action or proceeding commenced or right accrued before this ordinance takes effect.

PASSED by the City Council of the City of Coeur d'Alene, Idaho, on this 19<sup>th</sup> day of August, 2008.

APPROVED by the Mayor of the City of Coeur d'Alene, Idaho, on this 19<sup>th</sup> day of August, 2008.

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

ATTEST:

\_\_\_\_\_  
Susan Weathers, City Clerk

Exhibit 1

NOTICE PUBLISHED IN THE Coeur d' Alene Press  
*On July 14, 2008 and August 4, 2008*

NOTICE OF REGULAR MEETING AND PUBLIC HEARING BY THE  
CITY COUNCIL OF THE CITY OF COEUR D'ALENE  
TO CONSIDER THE  
SECOND AMENDED AND RESTATED  
MIDTOWN-NORTHWEST BOULEVARD DOWNTOWN URBAN RENEWAL PLAN,  
NOW REFERRED TO  
AS THE LAKE DISTRICT URBAN RENEWAL PROJECT PLAN  
OF THE URBAN RENEWAL AGENCY OF THE CITY OF COEUR D'ALENE,  
ALSO KNOWN AS THE LAKE CITY DEVELOPMENT CORPORATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Coeur d'Alene will hold, during its regular meeting, a public hearing in the Library's Community Room, 702 E. Front Ave., Coeur d'Alene, Idaho, 83814 on Tuesday, August 19, 2008, at 6:00 p.m., to consider the Second Amended and Restated Midtown-Northwest Boulevard Downtown Urban Renewal Plan, now referred to as the Lake District Urban Renewal Project Plan ("Second Amended and Restated Plan"), of the Coeur d'Alene Urban Renewal Agency. The boundaries of the Second Amended and Restated Plan Area are hereinafter described. The boundaries include both urban renewal and revenue allocation areas. The Second Amended and Restated Plan proposes that the Coeur d'Alene Urban Renewal Agency (the "Agency") undertake urban renewal projects pursuant to the Idaho Urban Renewal Law of 1965 as amended. The Second Amended and Restated Plan proposes to continue activities within the urban renewal area commonly referred to as the Lake District Urban Renewal Project Area. The Second Amended and Restated Plan being considered for adoption contains a revenue allocation financing provision pursuant to the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, that will cause property taxes resulting from any increase in equalized assessed valuation in excess of the equalized assessed valuation as shown on the base assessment roll as of January 1997 for the original 1997 Project Area, and January 2008 for the additional area, to be allocated to the Agency for urban renewal purposes. The additional area proposed under the Second Amended and Restated Project Area is property commonly referred to as the Sorenson Magnet School Site, the Winton School Site, and the Winton Park Site. The boundaries of the revenue allocation area are co-terminus with the urban renewal area. The Agency has recommended approval of the Second Amended and Restated Plan. The Council will also be considering a final reading of an Ordinance to adopt the Second Amended and Restated Plan.

The general scope and objectives of the Second Amended and Restated Plan are:

1. Acquisition of certain real property (if needed) and through the measures described in Section 4;
2. Demolition or removal of certain buildings and improvements for public rights-of-way for streets, utilities, walkways, and other improvements for public facility building sites, to eliminate unhealthful, unsanitary, or unsafe conditions, improve density, eliminate obsolete or other uses detrimental to the public welfare, or otherwise to remove or to prevent the spread of deterioration;
3. Provision for participation by property owners within the Project Area;

4. Management of any property acquired by any entity under the ownership and control of the Agency;
5. Provision for relocation assistance to displaced Project occupants, as required by law;
6. The installation, construction, or reconstruction of streets, curb and gutter, sidewalks, streetscapes, design standards, utilities, parking facilities, recreation and park amenities, art, and other public improvements including but not limited to the operation and management of such facilities and the design and engineering of such facilities in conformance with the Law, the Act, and the Second Amended and Restated Plan;
7. The disposition of property for uses in accordance with the Law, the Act, and this Second Amended and Restated Plan and commitment by those who are conveyed such property to redevelop the property in accordance with the Second Amended and Restated Plan;
8. The development and redevelopment of land by private enterprise or public agencies for uses in accordance with the Second Amended and Restated Plan;
9. The assembly of adequate sites for the development and construction of residential and commercial facilities and recreational opportunities;
10. To the extent allowed by law, the lending or investing of federal funds to facilitate redevelopment;
11. The construction of foundations, platforms, and other like structural forms necessary for the provision or utilization of air rights and sites for buildings to be used for residential, commercial, and other uses contemplated by the Second Amended and Restated Plan and to provide utilities to the development site as authorized by Idaho Code Section 50-2007(j); and
12. Encourage/secure entertainment activities in applicable sites within the Urban Renewal Area.

Any such land uses as described in the Second Amended and Restated Plan will be in conformance with zoning for the City of Coeur d'Alene, adopted by the City Council. Land made available will be developed by private enterprises or public agencies as authorized by law. The Amended and Restated Plan identifies various public and private improvements which may be made within the Second Amended and Restated Urban Renewal Area.

The map below shows the Urban Renewal Project Area Boundary and Revenue Allocation Area Boundary, and for the purpose of the proposed boundary modification, generally described as that area from Blackwell Island to the west, 11<sup>th</sup> Street to the east, Lake Coeur d'Alene to the south, and LaCrosse Avenue to the north. The new area is shown on the map by .... *(whatever Renata can do on her machine that will make the added areas standout in the newspaper)*. The Revenue Allocation Area will consist of all of the Urban Renewal Project Area. The outside boundaries of the Urban Renewal Project Area and the Revenue Allocation Area are co-terminus.

The Project Area is also depicted in the map below.

Copies of the proposed Amended and Restated Plan are on file for public inspection and copying for the cost of duplication at the office of the City Clerk, City Hall, 702 E. Mullan, Coeur d'Alene, Idaho 83814, between the hours of 8:00 o'clock a.m. and 4:00 o'clock p.m., Monday through Friday, exclusive of holidays.

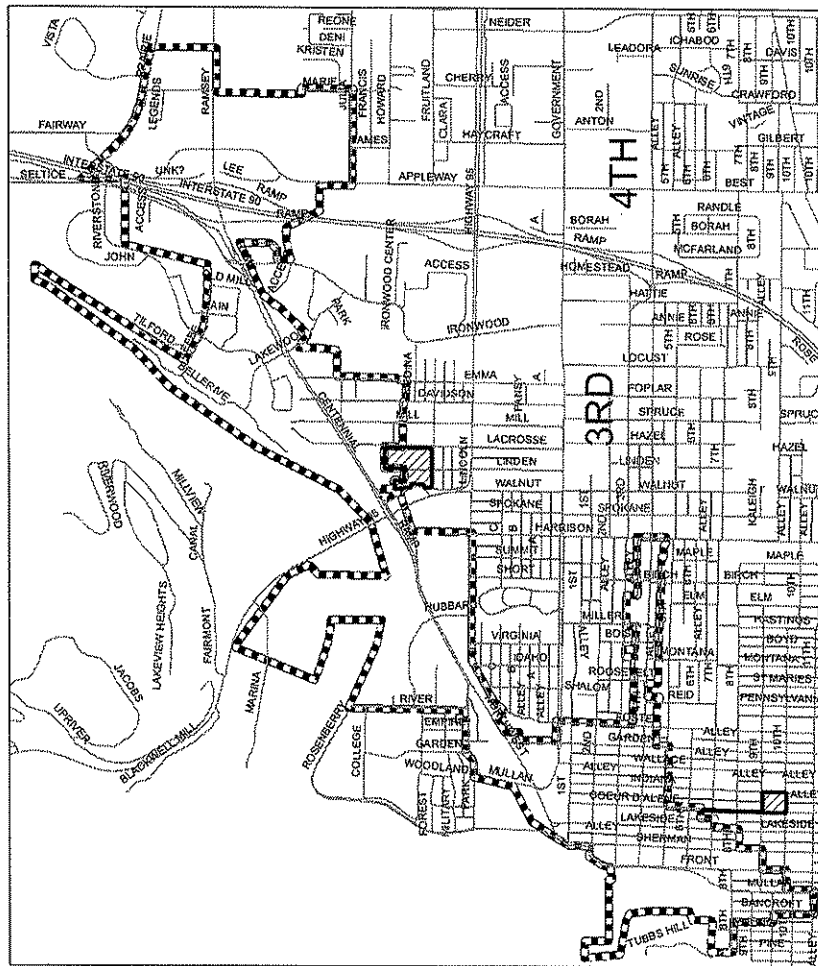
The hearing will be held in a handicapped accessible facility. All information presented in the hearing shall also be available upon advance request in a form usable by persons with hearing or visual impairments, individuals with other disabilities may receive assistance by contacting the City 24 hours prior to the hearing.

At the time and place noted above, all persons interested in the above matters may appear and be heard. Written comments will also be accepted. Comments should be directed to the Coeur d'Alene City Clerk.

DATED this 2nd day of July, 2008.

Susan Weathers, CMC  
City Clerk





Publication date: July 14, 2008 and August 4, 2008.

**SECOND AMENDED AND RESTATED**

**MIDTOWN–NORTHWEST BOULEVARD  
DOWNTOWN URBAN RENEWAL PLAN**

**COEUR D’ALENE URBAN RENEWAL AGENCY  
(also known as the Lake City Development Corporation)  
CITY OF COEUR D’ALENE, IDAHO**

**NOW REFERRED TO AS THE  
LAKE DISTRICT  
URBAN RENEWAL PROJECT PLAN**

**Ordinance No. 2842  
Adopted December 16<sup>th</sup>, 1997  
Effective December 24<sup>th</sup>, 1997**

**Amended and Restated Plan  
Ordinance No. 3154  
Adopted November 18<sup>th</sup>, 2003  
Effective November 26<sup>th</sup>, 2003**

**Second Amended and Restated Plan  
Ordinance No. 3337  
Adopted August 19, 2008  
Effective August 27, 2008**

**SECOND AMENDED AND RESTATED  
URBAN RENEWAL PLAN FOR THE  
MIDTOWN NORTHWEST BOULEVARD DOWNTOWN AREA  
COEUR D'ALENE URBAN RENEWAL AGENCY**

**PART 1  
INTRODUCTION**

**SECTION 1            INTRODUCTION**

**A.    Overview of This Second Amended and Restated Urban Renewal Plan**

This is the 2008 update to the 2003 Amended and Restated Urban Renewal Plan to be referred to as the Lake District Urban Renewal Project Plan (the “Second Amended and Restated Plan” herein)<sup>1</sup> for the Midtown, Downtown, and Northwest Boulevard Urban Renewal now referred to as Lake District project (the “Second Amended and Restated Project”) in the city of Coeur d’Alene (the “City”). This Second Amended and Restated Plan consists of the text and the following attachments:

Description of the Second Amended and Restated Project Area and Revenue Allocation Area Boundaries (Attachment “1”);

Second Amended and Restated Project Area-Revenue Allocation Area Boundary Map (Attachment “2”);

Private Properties Which May Be Acquired by Lake City Development Project (Attachment “3”);

Map Depicting Expected Land Uses and Current Zoning Within Revenue Allocation Area and the Second Amended and Restated Project Area (Attachment “4”);

Economic Feasibility Study for the Lake District Urban Renewal Area (Attachment “5”).

The term “Project” is used herein to describe the overall activities defined in this Second Amended and Restated Plan. Such activities include both private and public development of

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<sup>1</sup>This 2008 update to the 2003 Amended and Restated Plan is organized in a manner which shows new text redlined and text deleted as crossed out from the 2003 Amended and Restated Plan. Many of the tables and exhibits from the original 1997 Plan or the 2003 Amended and Restated Plan are not repeated in this Second Amended and Restated Plan for ease of review and analysis. Additionally, much of the 1997 financial information and improvement list has been replaced or superceded. The original work for the 1997 Plan is available through LCDC or the City of Coeur d’Alene.

property within the Urban Renewal Area. The term “Project” refers to the specific activity or development identified in this Second Amended and Restated Plan and included in Part 5 hereof. The term “Project” is not meant to refer to a specific activity or development scheme. Reference is specifically made to Idaho Code Section 50-2018(1) for the various activities contemplated by the term “Project.”

In 1997 an urban renewal plan (hereinafter the “1997 Plan”) was prepared at the direction of the Coeur d’Alene Urban Renewal Agency, aka Lake City Development Corporation (the “LCDC”) and utilizes information gathered over a period of months from hotel and telephone surveys, from business owners, the citizens of Kootenai County, the Lake City Coalition, from economic advisor, HyettPalma, and employee and customer focus groups. The 1997 Plan was reviewed and recommended by the LCDC, pursuant to the State of Idaho Urban Renewal Law, Chapter 20, Title 50, Idaho Code (the “Law”), the Local Economic Development Act, Chapter 29, Title 50, Idaho Code (the “Act”), the Idaho Constitution, and all applicable local laws and ordinances.

In 2003, the original 1997 Plan was amended to extend the original term of the Lake District Project from 15 to 24 years, update the financial information, and include several statutory changes since 1997.

This 2008 update to the 2003 Amended and Restated Plan provides the LCDC with powers, duties, and obligations to implement and further the program generally formulated in this Second Amended and Restated Plan for the redevelopment, rehabilitation, and revitalization of the area within the boundaries of the Second Amended and Restated Project (the “Second Amended and Restated Project Area”). This 2008 update amends the boundaries of the urban renewal project area to include an area referred to as the Sorenson Magnet School, Winton School, and Winton Park Sites (the 2007 Eligible Area) as identified in that certain urban renewal eligibility report prepared by Harlan W. Mann, consultant (the 2007 Report), accepted by the LCDC Board by adoption of LCDC Resolution No. 8-01 on October 17, 2007, and approved by the Coeur d’Alene City Council by adoption of the City Council Resolution No. 07-070 on November 20, 2007. The 2008 update again provides updated financial information and additional statutory changes. The LCDC retains all powers allowed by the Law and Act. Because of the long-term nature of this Second Amended and Restated Plan and the need to retain in the LCDC flexibility to respond to market and economic conditions, property owner and developer interests, and opportunities from time to time presented for redevelopment, this Second Amended and Restated Plan does not present a precise plan or establish specific projects for the redevelopment, rehabilitation, and revitalization of any area within the Second Amended and Restated Project Area, nor does this Second Amended and Restated Plan present specific proposals in an attempt to solve or alleviate the concerns and problems of the community relating to the Second Amended and Restated Projected Area. Instead, this Second Amended and Restated Plan presents a process and a basic framework within which specific plans will be presented, specific projects will be established, and specific solutions will be proposed, and by which tools are provided to the LCDC to fashion, develop, and proceed with such specific plans, projects, and solutions.

Implementation of this Second Amended and Restated Plan will require public co-investment to help stimulate desired private development. Typically, the public will fund enhanced public facilities like streets, sidewalks, parking facilities, parks, public buildings such as City Hall, or plazas which, in turn, create an attractive setting for adjacent private investment.

The proposed development and redevelopment of the Second Amended and Restated Project Area as described in this Second Amended and Restated Plan conforms to the Coeur d'Alene Comprehensive Plan ~~2008~~1995 (hereafter, the "Comprehensive Plan") adopted by the City Council on ~~January 15, 2008, February 7, 1996~~ pursuant to ~~Ordinance No. 2674~~ Resolution No. 08-005 which includes and incorporates certain appendices; pursuant to Ordinance 1514 - the 1993 Bikeways Plan (for orderly development of a bikeway system within Coeur d'Alene, and pursuant to Ordinance 2242 - the Coeur d'Alene Comprehensive Transportation Plan all of which are incorporated herein by reference as if set forth fully.

The attachments generally describe the overall Amended and Restated Project. Because of the changing nature of the Second Amended and Restated Project Area, these documents, by necessity, must be dynamic and flexible. The LCDC anticipates that these documents will be modified as circumstances warrant. All modifications shall be made in accordance with Section 50-2008(c) of the Idaho Code. No modification will be deemed effective if it is in conflict with this Second Amended and Restated Plan. These documents are purposely flexible. Prior to the adoption of any proposed modification to these documents, the LCDC shall notify the City and publish a public notice of such proposed modification at least thirty (30) days prior to the consideration of such proposed modification, thus providing the City and any other interested person or entity an opportunity to comment on said proposed modification. The LCDC shall consider any such comments and determine whether to adopt the modification. The planning documents apply to redevelopment activity within the Second Amended and Restated Project Area as described herein. In the event of any conflict between this Second Amended and Restated Plan and the appended documents, the provisions of this Second Amended and Restated Plan shall control.

This Second Amended and Restated Plan provides the LCDC with powers, duties and obligations to implement and further the program generally formulated in this Second Amended and Restated Plan for the redevelopment, rehabilitation, economic enhancement, and revitalization of the Second Amended and Restated Project Area. The LCDC retains all powers allowed by law. The LCDC will encourage projects with those activities which comply with the Law and the Act and meet the overall objectives of this Second Amended and Restated Plan.

The major goals of this Second Amended and Restated Plan are:

1. The assembly of land into parcels suitable for efficient, integrated development;
2. The planning, design, and development of undeveloped areas which are stagnant or inefficiently utilized;
3. The strengthening of the economic base of the Second Amended and Restated Project Area and the community by the installation of needed site

improvements to stimulate new commercial expansion, employment, and economic growth;

4. The provision of adequate land for parks and open spaces, pedestrian walkways, and parking facilities;
5. The establishment and implementation of performance criteria to assure high site design standards and environmental quality and other design elements which provide unity and integrity to the entire Amended and Restated Project;
6. The encouragement of funding of Arts programs;
7. The elimination of environmental deficiencies in the Second Amended and Restated Project Area, including, among others, obsolete and aged building types, substandard streets or rights-of-way, inadequate and deteriorated public facilities and improvements;
8. The strengthening of the tax base by encouraging private development, thus increasing the assessed valuation of properties within the Revenue Allocation Area and the Second Amended and Restated Project Area as a whole, and benefiting the various taxing districts in which the Urban Renewal Area is located;
9. The provision and improvement of streets, rights-of-way, and other public infrastructure and public facilities including improvements to the Sorenson and Winton Schools and Winton Park in the Second Amended and Restated Project Area;
10. The enhancement and improvement of transportation for vehicles, bicycles, and pedestrians in the Area;
11. The improvement of aesthetics in the Area; and
12. The accomplishment of all other things necessary and appropriate to arrest the impairment of sound growth, decay and deterioration.

By adoption of LCDC Resolution 03-07 on April 16, 2003, LCDC formally adopted the LCDC Lake District Strategic Plan (the “Strategic Plan”), which is incorporated herein by reference and will guide the implementation of this Second Amended and Restated Plan. As a result of the conclusions set forth in the Strategic Plan, LCDC determined certain modifications to the 1997 Plan were necessary, including an extension of the term of the 1997 Plan to the 24-year term allowed by the Law and Act. Also per the Strategic Plan, LCDC determined that certain modifications to the 2003 Amended and Restated Lake District Plan were necessary, including the modification of the Lake District Boundary to include School District 271’s Sorenson and Winton elementary schools sites, and the City of Coeur d’Alene’s Winton Park.

## **B. General Procedures of the LCDC**

LCDC is a public body, corporate and politic, as defined and described under the Law and the Act. The LCDC is also governed by its bylaws authorized by the Law and adopted by LCDC. Under the Law, LCDC is governed by the Idaho open meeting law, the Public Records Act, the Ethics in Government Act, financial reporting requirements under Idaho Code Section 67-450(B), and the competitive bidding requirements under Chapter 28, Title 67, Idaho Code ~~Section 50-341~~.

Generally, LCDC shall conduct all meetings in open session and allow meaningful public input as mandated by the issue considered or by any statutory or regulatory provision. Whenever in this Second Amended and Restated Plan it is stated that LCDC may modify, change, or adopt certain policy statements or contents of this Second Amended and Restated Plan not requiring a formal amendment to this Second Amended and Restated Plan as required by the Law or the Act, it shall be deemed to mean a consideration by the LCDC board of such policy or procedure, duly noticed upon the LCDC meeting agenda and considered by the LCDC at an open public meeting and adopted by a majority of the members present, constituting a quorum, unless any provision herein provides otherwise.

## **SECTION 2 CONFORMANCE WITH STATE AND LOCAL REQUIREMENTS**

In 1994, the Local Economic Development Act was amended to provide a new definition of properties and projects which could be considered under the authority of the Act. The Act also relies on the Urban Renewal Law, and it is the interplay between the two that empowers cities to use revenue allocation financing as a means of making improvements. The Act brings the benefits of the Urban Renewal Law to cities that experience a disadvantage in attracting business and commerce. The new definition provides that in border communities where areas of forty (40) acres or more can be determined to be “competitively economically disadvantaged,” an Urban Renewal Agency may designate the area as competitively disadvantaged and use a revenue allocation area to provide financing through the use of revenue allocation financing for public improvements which would enhance the area and thereby bring more commerce and business growth into the area and the community. The City of Coeur d’Alene determined on August 5, 1997 pursuant to Resolution 97-151 as amended by 97-162, 97-167, and 98-016, that the 1997 Project Area was a competitively economically disadvantaged area. Facts supporting this determination are set forth in a study conducted by Business Planning Consultants, Inc. (July, 1997).

In addition, pursuant to Resolution 97-151 as amended, the City Council determined pursuant to the Urban Renewal Law that one or more areas of deterioration exist as defined by Idaho Code 50-2018 (~~h8~~) and (~~i9~~) and 50-2903 (~~78~~). Pursuant to Resolution 97-151, the City of Coeur d’Alene, as authorized by the Law, created the LCDC .

In accordance with the Law, the 1997 Plan was forwarded by the LCDC to the Planning Commission of the City of Coeur d’Alene as required pursuant to Idaho Code 50-2008(b). After

review of the 1997 Plan, the Commission filed a recommendation with the City Council stating that the 1997 Plan was in conformity with the Comprehensive Plan of the City of Coeur d'Alene. Said recommendation was made on November 12, 1997 and is incorporated herein by this reference.

Pursuant to the Idaho Urban Renewal Law of 1965, the City Council thereafter published due notice and held a public hearing on the 1997 Plan on December 16, 1997. The City Council thereafter adopted the 1997 Plan on December 24, 1997 pursuant to Ordinance No. 2842 after making the requisite findings pursuant to Idaho Code 50-2008(d) all of which incorporated herein by this reference. Pursuant to the Law, the City Council, having published due notice thereof, held a public hearing on the 2003 Amended and Restated Plan. Notice of the hearing was duly published in a newspaper having general circulation. The City Council adopted the 2003 Amended and Restated Plan on November 18<sup>th</sup>, 2003, pursuant to Ordinance No. 3154.

As referenced earlier, both the LCDC and City Council have taken the appropriate action to add the 2007 Eligible Area as part of the Second Amended and Restated Project Area.

Pursuant to the Law, the City Council, having published due notice thereof, held a public hearing on this 2008 update of the 2003 Amended and Restated Plan. Notice of the hearing was duly published in a newspaper having general circulation. The City Council adopted the 2008 update of the 2003 Amended and Restated Plan on \_\_\_\_\_, 2008, pursuant to Ordinance No. \_\_\_\_.

### **SECTION 3**                      **HISTORY AND CURRENT CONDITIONS OF THE AREA**

Since the adoption of the 1997 Plan, the LCDC has invested approximately \$4.14 million in public value creation efforts (e.g. public/private partnership funding, strategic property investment, strategic planning studies). ~~consisting, inter alia, of~~ A description of the activities of LCDC is set forth in Attachment 5 to this Second Amended and Restated Plan.

|                                                                                                           | <u>Year</u>            | <u>Approx. \$</u>    |
|-----------------------------------------------------------------------------------------------------------|------------------------|----------------------|
| • <del>Strategic Planning (e.g. Walker-Macy, Lake District Strategic Plan, Workforce Housing Study)</del> | <del>1999-, 2003</del> | <del>299,000</del>   |
| • <del>Blighted Building Demolition</del>                                                                 | <del>2003</del>        | <del>29,000</del>    |
| • <del>LCDC Web Site Development</del>                                                                    | <del>2003</del>        | <del>2,000</del>     |
| • <del>Downtown Facade Restoration Program</del>                                                          | <del>2003</del>        | <del>15,000</del>    |
| • <del>Downtown Associationes Grants (facade &amp; flower basket programse.g. Events Program)</del>       | <del>1998, 2003</del>  | <del>172,000</del>   |
| • <del>Staffing (Executive Director, shared Grant Writer)</del>                                           | <del>2001, 2003</del>  | <del>159,000</del>   |
| • <del>Participation Agreements (Riverstone, McEuen Terrace)</del>                                        | <del>2001, 2002</del>  | <del>1,843,000</del> |
| • <del>City Projects (public parking, moorage docks)</del>                                                | <del>2000, 2001</del>  | <del>33,000</del>    |
| • <del>Prairie Trail</del>                                                                                | <del>1998+</del>       | <del>2,500,000</del> |
| • <del>Public Art Support via LCDC Contributions</del>                                                    |                        | <del>286,000</del>   |



|                                                      |       |                             |
|------------------------------------------------------|-------|-----------------------------|
| • <del>Strategic Property Options/Acquisitions</del> | 1998+ | 1,682 <del>???</del><br>000 |
|------------------------------------------------------|-------|-----------------------------|

~~and other public improvements.~~ Additionally, as of December ~~2002~~2007, the private development tax increment valuation in the Lake District ~~(as reflected in tax increment revenues)~~ ~~has~~ totaled approximately \$~~49~~268 million, which includes the initial phases of the Riverstone & Belle Rive projects and the completion of the McEuen Terrace mixed-use developments. The objectives of the 1997 Plan remain to be achieved. In addition, enhanced public value creation opportunities have been identified by the 2003 Lake District Strategic Plan—a blueprint for development for the Lake District. Several of those identified opportunities are listed below:

- Viable ~~Higher~~ Education facilities as a core community value creation driver~~Corridor~~

- Implementation of McEuen Field Conceptual Plan
- Downtown Parking Rationalization
- Structured Parking
- Downtown Library
- Garden Avenue Corridor Redevelopment
- Midtown Re-vitalization
- Urban Housing (including workforce housing)
- Enhanced Downtown Class A Office Space
- Human Rights Education Institute
- Performing Arts Center

More complete details of the developments and improvements are described in Attachment 5 to this Second Amended and Restated Plan. In addition, in 2007, the LCDC Board established the following long-term strategic goals for the Lake District:

- **Education:**

- Facilitate the creation of the **Education Corridor** in partnership with the City, University of Idaho (UI), North Idaho College (NIC), Lewis and Clark State College (LCSC), Fort Ground Neighborhood, and other community stakeholders.
  - Including an LCDC partnership effort to implement the “**Four Corners**” plan (area of Government Way, NW Blvd. & Mullan).
- Help to support the success of the downtown neighborhood-oriented **Sorenson Magnet School** by providing funding for building ADA improvements.
- Help to support the long-term viability of **Winton Elementary School**.

- **Workforce Housing:**

- LCDC will play a key support role in helping the city achieve its vision for workforce housing in the community.
  - Midtown: LCDC / ~~IHFA~~ (Idaho Housing & Finance Association (IHFA)) workforce housing project.
- **Public Space: Create New & Enhance Existing Public Space:**
  - Continued support of the Coeur d'Alene Public **Library** partnership involving a \$250,000 pledge for capital costs (coupled with an existing \$900,000 contribution for library site acquisition).
  - Partnership funding for the **Kroc Community Center**; \$500,000 pledge towards long-term public improvements.
  - Help to implement the City Council approved **McEuen Field plan**.
    - Part of the plan is to locate new public space for the relocation of the American Legion ball field.
  - Continue LCDC partnership with the North Idaho Centennial Trail Foundation on developing the "**Prairie Trail**" bike/pedestrian trail.
  - LCDC will continue efforts to secure long-term public access to the lake and river waterfronts (e.g. **Mill River (Johnson) Park**).
  - **Winton Park** – partner with City to define the park's long-term community role.
- **Job Creation / Job Retention:**
  - Continue partnership efforts to facilitate job creation and job retention in both districts.
- **Public Parking:**
  - LCDC, in partnership with the City and the Downtown Association, will help to rationalize and plan for a downtown mixed use structured parking garage facility.
- **Midtown Redevelopment:**
  - LCDC will partner with the City, Midtown property owners, and Midtown businesses to help redevelop the Midtown core (4<sup>th</sup> street south of Harrison) via a place making initiative.

## **SECTION 4**      **PURPOSE OF ACTIVITIES**

The description of activities, public improvements, and the estimated costs of those items are intended to create an outside limit of the LCDC's activity. The LCDC reserves the right to change amounts from one category to another, as long as the overall total amount estimated is not substantially exceeded. The items and amounts are not intended to relate to any one particular development, developer, or owner. Rather, the LCDC intends to discuss and negotiate with any owner or developer who seeks LCDC assistance. During such negotiation, the LCDC will determine, on an individual basis, the eligibility of the activities sought for LCDC funding, the amount the LCDC may fund by way of percentage or other criteria. The LCDC will also take into account the amount of revenue allocation proceeds estimated to be generated from the developer's activities. The LCDC also reserves the right to establish, by way of policy, its funding percentage or participation, which would apply to all developers and owners.

~~The LCDC reserves the right to prioritize the several projects described in this Plan. The LCDC reserves the right to retain its flexibility in funding the various activities. The activities listed in Attachment 5 are also prioritized by way of importance to the LCDC, by the amounts~~

funded, and by year of funding, with earlier years reflecting the more important activities. As required by the Law and Act, the LCDC will adopt more specific budgets annually.

Throughout this Second Amended and Restated Plan there are references to LCDC activities, LCDC funding, and the acquisition, development, and contribution of public improvements. Such references do not necessarily constitute a full, final, and formal commitment by the LCDC but rather grant to the LCDC the discretion to participate as stated subject to achieving the objectives of this Second Amended and Restated Plan and provided such activity is deemed eligible under the Law and the Act.

The LCDC reserves the right to prioritize the projects described in this Second Amended and Restated Plan. The LCDC also reserves the right to retain its flexibility in funding the various activities. The LCDC also reserves its discretion and flexibility in deciding which improvements should be funded and at what level, whether using its own funds or funds generated by other sources.

## **PART 2**

### **DESCRIPTION OF THE SECOND AMENDED AND RESTATED PROJECT AREA**

The boundaries of the 2008 update to the 2003 Amended and Restated Project Area and of the Revenue Allocation Area are described in Attachment “1”, which is attached hereto and incorporated herein by reference, and are shown on the Second Amended and Restated Project Area and Revenue Allocation Area Boundary Map attached hereto as Attachment “2” and incorporated herein by reference. Addition of two new geographic areas are~~No new area has been~~ proposed by this Second Amended and Restated Plan, commonly referred to as the Sorenson Magnet School Site and the Winton Park/Winton School Site.

For purposes of boundary descriptions and use of proceeds for payment of improvements, the boundary shall be deemed to extend to the outer boundary of rights-of-way.

## **PART 3**

### **PROPOSED REDEVELOPMENT ACTIONS**

#### **SECTION 1**      **GENERAL**

The LCDC proposes to eliminate and prevent the impairment of sound growth, decay and deterioration in the Second Amended and Restated Project Area by encouraging and/or undertaking some or all of the following actions as set forth in Part 5 hereof.

1.      The acquisition of certain real property;
2.      The demolition or removal of certain buildings and improvements;
3.      The participation by persons or entities engaged in business or holding interests in property within the Second Amended and Restated Project Area;

4. The management of any property acquired by and under the ownership and control of the LCDC;
5. The provision for relocation assistance to displaced Amended and Restated Project occupants if required by law and/or if deemed necessary by the LCDC;
6. The installation, construction, or reconstruction of streets, curb and gutter, sidewalks, streetscapes, design standards, utilities, parking facilities, recreation and park amenities, art, and other public improvements including but not limited to the operation and management of such facilities and the design and engineering of such facilities in conformance with the Law, the Act, and this Second Amended and Restated Plan;
7. The disposition of property for uses in accordance with the Law, the Act, and this Second Amended and Restated Plan and commitment by those who are conveyed such property to redevelop the property in accordance with this Second Amended and Restated Plan;
8. The development and redevelopment of land by private enterprise or public agencies for uses in accordance with this Second Amended and Restated Plan;
9. The assembly of adequate sites for the development and construction of residential and commercial facilities and recreational opportunities;
10. To the extent allowed by law, the lending or investing of federal funds to facilitate redevelopment;
11. The construction of foundations, platforms, and other like structural forms necessary for the provision or utilization of air rights and sites for buildings to be used for residential, commercial, and other uses contemplated by ~~the~~this Second Amended and Restated Plan and to provide utilities to the development site as authorized by Idaho Code Section 50-2007(j);
12. Encourage/secure entertainment activities in applicable sites within the Urban Renewal Area; and
13. All other action described in Part 1 of this Second Amended and Restated Plan.

In the accomplishment of these purposes and activities and in the implementation and furtherance of this Second Amended and Restated Plan, the LCDC is authorized to use all the powers provided in this Second Amended and Restated Plan and all the powers now or hereafter permitted by law.

## **SECTION 2**

## **URBAN RENEWAL PLAN OBJECTIVES**

Urban renewal action is necessary in the Second Amended and Restated Project Area to combat problems of deterioration and economic obsolescence as previously set forth in the 1997 Plan/2003 Plan and described in the Strategic Plan. Following the formation of the LCDC in 1997, various areas of deterioration have been remedied by LCDC joint public / private partnership action in all three areas of the Lake District: Midtown, Downtown, and Northwest Boulevard. However, numerous opportunities still exist for improving the economic viability of the Lake District.

Hence, the Urban Renewal Plan for the Second Amended and Restated Project Area is a proposal for public improvements, to provide an improved environment for new retail, residential, educational, public park and commercial developments, to eliminate unsafe conditions, to assist potential owners and developers to assemble appropriate development sites where necessary through acquisition, demolition and disposition activities, and to otherwise prevent the extension of deterioration and reverse the deteriorating action of the area.

A further objective of the Urban Renewal Plan is to provide for the acquisition and clearance of some properties for other public facilities. Off-street parking and loading facilities may be developed to serve the Second Amended and Restated Project Area. Streets or alleyways may be vacated or relocated to create build able areas for residential, retail, commercial, office, or public use. Any such vacations or relocations must be requested from the city of Coeur d'Alene or other agency having jurisdiction over the particular public right-of-way. Air rights and subterranean rights may be disposed of for any permitted use within the Second Amended and Restated Project Area boundaries as provided by law. Temporary project improvements may be provided to facilitate adequate vehicular and pedestrian circulation. Land uses in the Second Amended and Restated Project Area may be modified. Buildings currently vacant and land now devoted to scattered surface parking and other uses may be converted to residential, commercial, recreational, public and private parking, and public/semi-public uses.

Less than fee acquisition may be utilized by the LCDC when and if necessary to promote redevelopment in accordance with the objectives of the is Second Amended and Restated Plan.

In coordination with the Idaho State Historical Society, consideration will be given to the preservation of structures of historic and architectural value within, or the moving of said structures outside, the Second Amended and Restated Project Area boundaries where applicable.

The provisions of this Second Amended and Restated Plan are applicable to all public and private property in the Second Amended and Restated Project Area. The provisions shall be interpreted and applied as objectives and goals, recognizing the need for flexibility in interpretation and implementation, while at the same time not in any way abdicating the rights and privileges of the property owners which are vested in the present and future zoning classifications of the properties. All development under an owner "participation agreement" shall conform to those standards specified in Part 3, Section 3 of this Second Amended and Restated Plan.

## **SECTION 3**

## **PARTICIPATION OPPORTUNITIES AND AGREEMENT**

### **A. Participation Agreements**

The LCDC shall enter into owner participation agreements with any existing or future owners of property, in the event the property owner seeks and/or receives assistance from the LCDC in the redevelopment of the property, and the LCDC determines such participation is in the best interests of the LCDC and the public. In that event, the LCDC may allow for an existing or future owner of property to remove his property and/or structure from future LCDC acquisition subject to entering into an owner participation agreement.

Each structure and/or property in the Second Amended and Restated Project Area to be rehabilitated, constructed, or developed as a condition of the owner participation agreement between the LCDC and the owner pursuant to this Second Amended and Restated Plan will be considered to be satisfactorily rehabilitated, constructed, and developed and the LCDC will so certify, if the following standards are met:

(1) Any such property within the Second Amended and Restated Project shall be required to conform to applicable provisions, requirements, and regulations of this Second Amended and Restated Plan. The owner participation agreement may require as a condition of financial participation by the LCDC a commitment by the property owner to meet the greater objectives of the Comprehensive Plan, the Sherman Avenue Corridor Plan, the HyettPalma Plan, the Walker-Macy Plan, the LCDC Lake District Strategic Plan, applicable zoning ordinances, and subdivision ordinances. Upon completion of any improvement, each structure must be safe and sound in all physical respects and be refurbished and altered to bring the property to an upgraded marketable condition which will continue throughout an estimated useful life for a minimum of twenty (20) years.

(2) All such buildings or portions of buildings which are to remain within the Second Amended and Restated Project Area shall be rehabilitated in conformity with applicable codes and ordinances of the city of Coeur d'Alene.

(3) Any new construction shall also conform to all applicable provisions, requirements, and regulations of this Second Amended and Restated Plan and applicable codes and ordinances of the city of Coeur d'Alene.

(4) Any renovation of existing historic structures may seek appropriate waivers of the city building code.

In such participation agreements, participants who retain real property shall be required to join in the recordation of such documents as may be necessary to make the provisions of this Second Amended and Restated Plan applicable to their properties.

In the event a participant under a participation agreement fails or refuses to rehabilitate, develop, use, and maintain its property pursuant to this Second Amended and Restated Plan and

participation agreement, among other means of enforcing the participation agreement, the property or any interest therein may be acquired by the LCDC and sold or leased for rehabilitation or development in accordance with this Second Amended and Restated Plan.

Any assistance provided by the LCDC to businesses and/or owners in the Business Improvement District and surrounding area may require additional terms in the form of a participation agreement to include but not be limited to the requirement that the business/owner participate in a fair share of local improvement district improvements where applicable, that common hours/days of the week with other businesses/owners be established, that public parking will be made available to customers before employees, and that a widely distributed newsletter continue regarding the Downtown Business Association activities.

**B. Subdivision Deviation and Impact Fee Consideration**

A developer may request a deviation from the City's subdivision requirements pursuant to Municipal Code 16.32.

For any development covered by an owner participation agreement or disposition and development agreement (as discussed in Part 3, Section 8), the LCDC shall have the authority, but not the obligation to cooperate with the developer to apply for a credit or reimbursement of any impact fee, or for any refund of said fee assessed by any other governmental entity. The LCDC shall also have the authority, but not the obligation, to consider the payment of all or part of such impact fees from revenue allocation proceeds to the extent allowed by law.

**C. Cooperation With Public Bodies**

Certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, or operation of this Second Amended and Restated Project. The LCDC shall seek the aid and cooperation of such public bodies and shall attempt to coordinate this Second Amended and Restated Plan with the activities of such public bodies in order to accomplish the purposes of redevelopment and the highest public good.

The LCDC may impose on all public bodies [as defined by Idaho Code 50-2018(e3)] as allowed by law the provisions and controls contained in this Second Amended and Restated Plan to ensure that present uses and any future development by public bodies within the Second Amended and Restated Project Area will conform to the requirements of this Second Amended and Restated Plan. The LCDC is authorized to financially (and otherwise) assist any public entity in the cost of public land, buildings, facilities, structures, or other improvements within the Second Amended and Restated Project Area to the extent that said land, buildings, facilities, structures or other improvements provide benefit to the Second Amended and Restated Project Area.

The LCDC specifically intends to cooperate to the extent allowable by law with (1) the city of Coeur d'Alene for the (a) acquisition of property, ~~and (b)~~ the construction of public improvements and public buildings, and (c) public park improvements; and (2) with School District 271 on public/capital improvements to the Sorenson and Winton school sites and buildings. In the event the LCDC is participating in the public development by way of financial



incentive or otherwise, the public body may be required to enter into a participation agreement with the LCDC and then shall be bound by the Second Amended and Restated Plan and other land use elements.

The LCDC, by law, is not authorized to acquire real property owned by public bodies without the consent of such public bodies. The LCDC, however, will seek the cooperation of all public bodies which own or intend to acquire property in the Second Amended and Restated Project Area. Any public body which owns or leases property in the Second Amended and Restated Project Area will be afforded all the privileges of an owner participant if such public body is willing to enter into a participation agreement with the LCDC. All plans for development of property in the Second Amended and Restated Project Area by a public body shall comply with the provisions of this Second Amended and Restated Plan.

## **SECTION 4**                      **PROPERTY ACQUISITION**

### **A. Real Property**

Only as specifically authorized herein, the LCDC may acquire, but is not required to acquire, real property located in the Second Amended and Restated Project Area where it is determined that the property is needed for construction of public improvements and as otherwise allowed by law. The acquisition shall be by any means authorized by law (including, but not limited to, the Idaho Urban Renewal Law, the Local Economic Development Act, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970). The LCDC is authorized to acquire either the entire fee or any other interest in real property less than a fee, including structures and fixtures upon the real property identified in Attachment “3”.

The LCDC may acquire, but is not required to acquire, by gift, devise, exchange, purchase, eminent domain, or any other lawful method that property identified in Attachment “3”. Such acquisition and subsequent disposition shall be made for development by LCDC or private developer to achieve those objectives set forth herein.

It is in the public interest, necessary to eliminate the conditions requiring redevelopment, and necessary in order to execute this Second Amended and Restated Plan to employ the power of eminent domain by the LCDC to acquire real property in the Second Amended and Restated Project Area which cannot be acquired by gift, devise, exchange, purchase, or any other lawful method.

The LCDC shall not acquire real property to be retained by an owner pursuant to a participation agreement if the owner fully performed under the agreement. The LCDC is authorized to acquire structures without acquiring the land upon which those structures are located. The LCDC is authorized to acquire either the entire fee or any other interest in real property less than a fee.

Generally, the LCDC intends to acquire any real property through voluntary or consensual gift, devise, exchange, or purchase. Such acquisition of property may be for the development of the public improvements identified in this Second Amended and Restated Plan



or for the assembly of properties for the redevelopment of those properties to achieve the objectives of this Second Amended and Restated Plan. Such properties may include properties owned by private parties or public entities. This Second Amended and Restated Plan does not anticipate the LCDC's widespread use of its resources for property acquisition, except for the construction of public improvements and any ability to engage in certain demonstration projects, such as enhancement opportunities and other major objectives outlined in this Second Amended and Restated Plan and entries to the City and in limited circumstances for assembly of properties for enhanced redevelopment.

It is in the public interest and is necessary in order to eliminate the conditions requiring redevelopment and in order to execute this Second Amended and Restated Plan for the power of eminent domain to be employed by the LCDC to acquire real property in the Second Amended and Restated Project Area which cannot be acquired by gift, devise, exchange, purchase, or any other lawful method.

The LCDC shall not acquire real property on which an existing building is to be continued on its present site and in its present form and use without the consent of the owner unless: (a) such building requires structural alteration, improvement, modernization, or rehabilitation; (b) the site or lot on which the building is situated requires modification in size, shape, or use; or (c) it is necessary to impose upon such property any of the controls, limitations, restrictions, and requirements of this Second Amended and Restated Plan and the owner fails or refuses to execute a participation agreement in accordance with the provisions of this Second Amended and Restated Plan.

The LCDC is authorized, but not required however, to acquire public property transferred to private ownership before redevelopment of the Second Amended and Restated Project Area is completed, unless the LCDC and the private owner enter into a participation agreement and the owner completes his responsibilities under the participation agreement.

The purpose of this section is to allow the LCDC to use its eminent domain authority to acquire properties necessary for the construction of public improvements or for site assembly to aid in the redevelopment or development of the development site. The LCDC intends to only acquire those sites which are either undeveloped, underdeveloped, or properties which are deteriorated or deteriorating as defined by the Law and the Act. Such property may not be subject to acquisition if the property owner or the property owners' assign enters into an owner participation agreement with the LCDC for the redevelopment or development of the site.

Under the provisions of the Act, this Second Amended and Restated Plan "shall be sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area" Idaho Code § 50-2018 (12). The LCDC may also acquire property for the purpose of developing public parking facilities, developing public open space, and enhancing the opportunity for other uses. At the present time, the LCDC ~~has not cannot~~ specifically identified ~~all which~~ parcels ~~that~~ may be necessary for acquisition for ~~the~~ parking facilities or for site assembly for private development. The LCDC reserves the right to determine which properties, if any, should be acquired. Generally the LCDC will invoke its acquisition authority only for the

elimination or mitigation of deteriorated or deteriorating buildings, structures, or properties in order to enhance the Second Amended and Restated Project Area, and assist or participate in site reclamation, remediation, or elimination of blighted or deteriorated areas. A description of the general categories of property acquisition is set forth in Attachment “3.”

The LCDC’s authority to invoke eminent domain to acquire real property for disposition to private parties for economic development is limited by House Bill 555 adopted by the 58<sup>th</sup> Idaho Legislature, Second Session, 2006, Session Laws Chapter 96, codified at Idaho Code Section 7-701A.

## **B. Personal Property**

Generally, personal property shall not be acquired. However, where necessary in the execution of this Second Amended and Restated Plan and where allowed by law, the LCDC is authorized to acquire personal property in the Second Amended and Restated Project Area by any lawful means, including eminent domain. For purposes of this Second Amended and Restated Plan, acquisition of certain permanent fixtures or improvements upon real property shall be governed by this section. The LCDC retains the right to purchase those fixtures or improvements (including buildings) for the purpose of eliminating certain deteriorated or deteriorating structures to facilitate the redevelopment of the real property upon which the buildings and structures are located. Such acquisition shall be based upon fair market appraised value of the structures and negotiation with the owner of the structures. The LCDC shall take into account, before committing to such acquisition, any environmental or other liability present or potentially present in such structures. In the event, the LCDC determines to acquire such property, it shall do so upon the successful negotiation of an owner participation agreement in compliance with the terms of Section 3A of Part 3 of this Second Amended and Restated Plan. In addition, such owner shall commit to the redevelopment of the real property and to maintain the real property in a safe and clean manner. The LCDC shall acquire such property by way of any acceptable conveyance.

## **SECTION 5                      PROPERTY MANAGEMENT**

During such time such property, if any, in the Second Amended and Restated Project Area is owned by the LCDC, such property shall be under the management and control of the LCDC. Such property may be rented or leased by the LCDC pending its disposition for redevelopment, and such rental or lease shall be pursuant to such policies as the LCDC may adopt.

## **SECTION 6                      RELOCATION OF PERSONS (INCLUDING INDIVIDUALS AND FAMILIES), BUSINESS CONCERNS, AND OTHERS DISPLACED BY THE PROJECT**

If the LCDC receives federal funds for real estate acquisition and relocation, the LCDC shall comply with 24 C.F.R. Part 42, implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. The LCDC may also undertake relocation activities for those not entitled to benefit under federal law as the LCDC may deem appropriate for which funds are available. Persons leasing property held for redevelopment (i.e.

those tenants who commence tenancy after acquisition by the LCDC) shall not be eligible for relocation benefits. In the event the LCDC activities directly result in the displacement of families within the Area, the LCDC shall relocate such displaced families into decent, safe, and sanitary dwelling accommodations without undue hardship to such families as required by law. For any other activity, the LCDC will comply with the provisions of the Law regarding relocation.

The LCDC reserves the right to extend benefits for relocation to those not otherwise entitled to relocation benefits as a matter of state law under the Act or the Law. The LCDC may determine to use as a reference the relocation benefits and guidelines promulgated by the federal government, the state government, or local government, including the State Department of Transportation and Highway Districts. The intent of this section is to allow the LCDC sufficient flexibility to award relocation benefits on a rational basis, and/or by payment of some lump sum per case basis. The LCDC may also consider the analysis or replacement value for the compensation awarded to either owner occupants or businesses displaced by the LCDC to achieve the objectives of this Second Amended and Restated Plan. The LCDC may adopt relocation guidelines which would define the extent of relocation assistance in non-federally assisted projects and which relocation assistance to the greatest extent feasible would be uniform.

For displacement of families, the LCDC shall comply with, at a minimum, the standards set forth in the Law. LCDC shall also comply with all applicable state laws concerning relocation benefits. If such a program is considered, it shall be adopted by resolution by the LCDC Board.

## **SECTION 7**                      **DEMOLITION, CLEARANCE, AND BUILDING SITE PREPARATION**

### **A.        Demolition and Clearance**

The LCDC is authorized (but not required) to demolish and clear buildings, structures, and other improvements from any real property in the Second Amended and Restated Project Area as necessary to carry out the purposes of this Second Amended and Restated Plan.

### **B.        Preparation of Building Sites**

The LCDC is authorized (but not required) to prepare, or cause to be prepared, as building sites any real property in the Second Amended and Restated Project Area owned by the LCDC. In connection therewith, the LCDC may cause, provide for, or undertake the installation or construction of streets, utilities, parks, pedestrian walkways, parking facilities, drainage facilities, and other public improvements necessary to carry out this Second Amended and Restated Plan.

The LCDC is authorized (but not required) to construct foundations, platforms, and other structural forms necessary for the provision or utilization of air rights sites for buildings to be used for residential, commercial, private, public, and other uses provided in this Second Amended and Restated Plan. To the extent allowed by the Law and Act, LCDC may assist in the

preparation of building sites by way of reclamation, remediation, or elimination of blighted, or deteriorated conditions.

## **SECTION 8**                    **REAL PROPERTY DISPOSITION AND DEVELOPMENT**

### **A.     General**

For the purpose of this [Second](#) Amended and Restated Plan, the LCDC is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property under the reuse provisions set forth in Idaho Code Section 50-2011 and as otherwise allowed by law. To the extent permitted by law, the LCDC is authorized to dispose of real property by negotiated lease, sale, or transfer without public bidding.

Real property acquired by the LCDC may be conveyed by the LCDC and, where beneficial to the [Second](#) Amended and Restated Project Area, without charge to any public body as allowed by law. All real property acquired by the LCDC in the [Second](#) Amended and Restated Project Area shall be sold or leased to public or private persons or entities for development for the uses permitted in this [Second](#) Amended and Restated Plan. All public bodies acquiring property through the LCDC shall enter into a disposition and development agreement with the LCDC.

All purchasers or lessees of property acquired from the LCDC shall be obligated to use the property according to the disposition and development agreement and for the purposes designated in this [Second](#) Amended and Restated Plan, to begin and complete development of the property within a period of time which the LCDC fixes as reasonable, and to comply with other conditions which the LCDC deems necessary to carry out the purposes of this [Second](#) Amended and Restated Plan.

### **B.     Disposition and Development Documents**

To provide adequate safeguards to ensure that the provisions of this [Second](#) Amended and Restated Plan will be carried out and to prevent the recurrence of blight, all real property sold, leased, or conveyed by the LCDC, as well as all property subject to participation agreements, is subject to the provisions of this [Second](#) Amended and Restated Plan. The LCDC shall reserve such powers and controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to ensure that development is carried out pursuant to this [Second](#) Amended and Restated Plan.

Leases, deeds, contracts, agreements, and declarations of restrictions of the LCDC may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, equitable servitude, or any other provisions necessary to carry out this [Second](#) Amended and Restated Plan. Where appropriate, as determined by the LCDC, such documents, or portions thereof, shall be recorded in the office of the Recorder of Kootenai County.

All property in the [Second](#) Amended and Restated Project Area is hereby subject to the restriction that there shall be no discrimination or segregation based upon race, color, creed,

religion, sex, age, national origin, handicap/disability, or ancestry in the sale, lease, sublease, transfer, use occupancy, tenure, or enjoyment of property in the Second Amended and Restated Project Area. All property sold, leased, conveyed or subject to a participation agreement shall be expressly subject by appropriate documents to the restriction that all deeds, leases, or contracts for the sale, lease, sublease, or other transfer of land in the Second Amended and Restated Project Area shall contain such nondiscrimination and non segregation clauses as required by law.

The land and/or air rights and subterranean rights acquired by the LCDC shall be disposed of subject to an agreement between the LCDC and the Developers. The Developers (including owner/participants) will be required by the contractual agreement to observe provisions of this Second Amended and Restated Plan and to submit a redevelopment schedule satisfactory to the LCDC. Schedule revisions will be made only at the option of the LCDC.

As required by law or as determined in the LCDC discretion to be in the best interest of the LCDC and the public, the following requirements and obligations may be included in the agreement.

It may be included that the developers, their successors, and assigns agree:

1. That a plan and time schedule for the proposed development shall be submitted to the LCDC;
2. That the purchase or lease of the land and/or subterranean rights and/or air rights is for the purpose of redevelopment;
3. That the construction of the building or improvements will be commenced and completed as jointly scheduled and determined by the LCDC and the developer(s);
4. That there will be no discrimination against any person or group of persons because of age, race, handicap/disability, sex, creed, color, national origin or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises or any improvements erected or to be erected thereon, therein conveyed nor will the Developer himself or any person claiming under or through him establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, or vendees in the premises or any improvements therein conveyed. The above provision may be perpetual and will be appended to the land disposed of within the Second Urban Renewal Amended and Restated Project Area by the LCDC;
5. That the site and construction plans will be submitted to the LCDC for review as to conformity with the provisions and purposes of this Second Amended and Restated Plan and for design review purposes if applicable;

6. That at the discretion of the LCDC, a bond or other surety will be provided acceptable to the LCDC to ensure performance;
7. That rehabilitation of any existing structure must assure that the structure is safe and sound in all physical respects and be refurbished and altered to bring the property to an upgraded marketable condition which will continue throughout an estimated useful life for a minimum of twenty (20) years; ~~and~~
- ~~8. ——— 8. ———~~ All such buildings or portions of the buildings which are to remain within the Second Amended and Restated Project Area shall be reconstructed in conformity with all applicable federal, state, and local codes and ordinances.;
9. All new construction shall have a minimum estimated life of no less than twenty (20) years; and
10. All disposition and development documents and other participation agreements shall be governed by the provisions of Section 5 of this Second Amended and Restated Agreement.

**C. Development by the LCDC**

To the extent now or hereafter permitted by law, the LCDC is authorized to pay for, develop, or construct any publicly owned building, facility, structure, or other improvement within the Second Amended and Restated Project Area for itself or for any public body or entity, which buildings, facilities, structures, or other improvements are or would be of benefit to the Second Amended and Restated Project Area. Specifically, the LCDC may pay for, install, or construct the buildings, facilities, structures, and other improvements identified in Attachment “5” of this Second Amended and Restated Plan and may acquire or pay for the land required therefore.

The LCDC may also prepare properties for development by renovation or other means as allowed by the Law and Act. The LCDC may also, as allowed by the Law and Act, assist in the development of private projects.

Any public facility ultimately owned by the LCDC shall be operated and managed in such a manner to preserve the public purpose nature of the facility. Any lease agreement with a private entity or management contract agreement shall include all necessary provisions sufficient to protect the public interest and public purpose.

In addition to the public improvements authorized under Idaho Code Section 50-2007, the LCDC is authorized to install and construct, or to cause to be installed and constructed, within the Second Amended and Restated Project Area or outside the Second Amended and Restated Project Area for improvements or facilities that are needed to support new development



in the Second Amended and Restated Project Area, for itself or for any public body or entity, public improvements and public facilities, including, but not limited to, the following: (1) utilities; (2) pedestrian paths; (3) traffic signals; (4) landscaped areas; (5) street improvements, including new access roads and streets; (6) sanitary sewers; (7) flood control facilities and storm drains; (8) water mains, pumps, and reservoirs; (9) parks and recreation facilities; (10) improved railroad property use; ~~and~~ (11) civic centers, city hall, or the like; and (12) improvements to the Sorenson and Winton school sites and buildings.

Any public facility ultimately owned by the LCDC shall be operated and managed in such a manner to preserve the public purpose nature of the facility. Any lease agreement with a private entity or management contract agreement shall include all necessary provisions sufficient to protect the public interest and public purpose.

Where appropriate, the LCDC seeks to coordinate special streets, parks, and urban open spaces within the Second Amended and Restated Project Area.

The LCDC may enter into contracts, leases, and agreements with the City, other public body, or private entity pursuant to this section, and the obligation of the LCDC under such contract, lease, or agreement shall constitute an indebtedness of the LCDC as described in Idaho Code Section 50-2909 which may be made payable out of the taxes levied in the Second Amended and Restated Project Area and allocated to the LCDC under subdivision (2)(b) of Section 50-2908 of the Act and Part V, Section (D) to this Second Amended and Restated Plan or out of any other available funds.

#### **D. Development Plans**

All development plans (whether public or private) prepared, pursuant to disposition and development or owner participation agreements, shall be submitted to the LCDC for approval. All development in the Second Amended and Restated Project Area must conform to those standards specified in Part 4 of this Second Amended and Restated Plan.

### **SECTION 9 PERSONAL PROPERTY DISPOSITION**

For the purposes of this Second Amended and Restated Plan, the LCDC is authorized to lease, sell, exchange, transfer, assign, pledge, encumber, or otherwise dispose of personal property which is acquired by the LCDC.

### **SECTION 10 REHABILITATION AND CONSERVATION**

The LCDC is authorized to rehabilitate, renovate, and conserve, or to cause to be rehabilitated, renovated, and conserved, any building or structure in the Second Amended and Restated Project Area owned by the LCDC for preparation of redevelopment and disposition. The LCDC is also authorized and directed to advise, encourage, and assist in the rehabilitation and conservation of property in the Second Amended and Restated Project Area not owned by

the LCDC. The LCDC is also authorized, but not required, to acquire, restore, rehabilitate, move, and conserve buildings of historic or architectural significance.

As necessary in carrying out this [Second](#) Amended and Restated Plan, the LCDC is authorized to move, or to cause to be moved, any substandard structure or building or any structure or building which can be rehabilitated to a location within or outside the [Second](#) Amended and Restated Project Area.

## **SECTION 11**                      **PARTICIPATION WITH PRIVATE OR PUBLIC DEVELOPMENT**

Under the Law, the LCDC has the authority to lend or invest funds obtained from the federal government for the purposes of the Urban Renewal Law as allowed under federal laws or regulations. Under those regulations, the LCDC may participate with the private sector in the development and financing of those private projects which will attain certain federal objectives. The federal funds that may be available to the LCDC are governed by regulations promulgated by the Department of Housing and Urban Development for the Community Development Block Grant Program and other applicable federal programs.

The LCDC may use federal funds for the provision of assistance to private for profit business, including, but not limited to, grants, loans, loan guarantees, interest supplements, technical assistance, and other forms of support, for any other activity necessary or appropriate to carry out an economic development project.

As allowed by law, the LCDC may also use funds from any other sources for any purpose set forth under the Law or Act.

The LCDC may enter into contracts, leases, and agreements with the City, or other public body or private entity, pursuant to this [Second](#) Amended and Restated Plan, and the obligations of the LCDC under such contract, lease, or agreement shall constitute an indebtedness of the LCDC as described in Idaho Code Section 50-2909 which may be made payable out of the taxes levied in the [Second](#) Amended and Restated Project Area and allocated to the LCDC under subdivision (2) (b) of Section 50-2908 of the Act and this [Second](#) Amended and Restated Plan or out of any other available funds.

## **SECTION 12**                      **CONFORMING OWNERS**

The LCDC may, at the LCDC sole and absolute discretion, determine that certain real property within the [Second](#) Amended and Restated Project Area presently meets the requirements of this [Second](#) Amended and Restated Plan, and the owner of such property will be permitted to remain as a conforming owner without a participation agreement with the LCDC, provided such owner continues to operate, use, and maintain the real property within the requirements of this [Second](#) Amended and Restated Plan.

## **SECTION 13**                      **ARTS FUNDING**



The LCDC encourages public art and performing arts through joint ventures with private developers and in cooperation with the City of Coeur d'Alene Public Arts Commission.

#### **PART 4**

### **USES PERMITTED IN THE SECOND AMENDED AND RESTATED PROJECT AREA**

#### **SECTION 1                      REDEVELOPMENT PLAN MAP AND DEVELOPMENT STRATEGY**

Attachment "1" describes the Second Amended and Restated Project Area and Revenue Allocation Area. Any proposed land uses must conform to the Comprehensive Plan. If a proposed land use is not consistent with the Comprehensive Plan, the LCDC shall assure that an application for amendment to the Comprehensive Plan and/or zoning ordinances is completed. Authority for changes to the Comprehensive Plan shall remain the responsibility of the city of Coeur d'Alene Planning Commission and the City Council.

#### **SECTION 2                      DESIGNATED LAND USES/LAND USE CLASSIFICATIONS**

The current land use classifications for the Second Amended and Restated Project Area are as shown and depicted in Attachment "4" incorporated herein. The LCDC also recognizes those land uses permitted by special use permits, planned unit developments, and limited planned unit developments under each zoning classification, subject to the conditions imposed by the city of Coeur d'Alene pursuant to the process for each.

#### **SECTION 3                      OTHER LAND USES**

##### **A.      Public Rights-of-Way**

Additional public streets, alleys, and easements may be created in the Second Amended and Restated Project Area as needed for property development. Existing streets, alleys and easements may be abandoned, closed, expanded or modified as necessary for property development of the Second Amended and Restated Project, if approved by the City Council and Planning Commission where applicable and in accordance with any applicable policies and standards of the city of Coeur d'Alene and respective highway districts regarding changes to dedicated rights-of-way.

Any changes in the existing interior or exterior street layout shall be in accordance with the objectives of this Second Amended and Restated Plan and the design standards of the city of Coeur d'Alene and respective highway districts where applicable or Idaho Department of Transportation as may be applicable and shall be guided by the following criteria:-

- (a) a balancing of the needs of proposed and potential new developments for adequate pedestrian and vehicular access, vehicular parking, and delivery loading docks with the similar needs of any existing developments permitted to remain, such balancing taking into consideration the rights of existing owners and tenants

under the rules for owner and tenant participation adopted by the LCDC for the Project and any participation agreements executed thereunder;

- (b) the requirements imposed by such factors as topography, traffic safety, and aesthetics; and
- (c) the potential need to serve not only the Second Amended and Restated Project Area and new or existing developments but also to serve areas outside the Second Amended and Restated Project Area by providing convenient and efficient vehicular access and movement.

The public rights-of-way may be used for vehicular and/or pedestrian traffic, as well as for public improvements, public and private utilities, and activities typically in public rights-of-way.

**B. Other Public, Semi-Public, Institutional and Nonprofit Uses**

The LCDC is also authorized to permit the maintenance, establishment or enlargement of public, semi-public, institutional, or nonprofit uses. All such uses shall, to the extent possible, conform to the provisions of this Second Amended and Restated Plan applicable to the uses in the specific area involved and shall conform to the city zoning ordinances unless an amendment is requested and approved by the Planning Commission and City Council. The LCDC may impose such other reasonable requirements and restrictions as may be necessary to protect the development and use of the Second Amended and Restated Project Area.

**C. Interim Uses**

Pending the ultimate development of land by developers and participants, the LCDC is authorized to use or permit the use of any land in the Second Amended and Restated Project Area for interim uses that are not in conformity with the uses permitted in the Second Amended and Restated Plan. However, any interim use must comply with applicable city codes including but not limited to zoning ordinances and must have a specific expiration date.

**D. Nonconforming Uses**

The LCDC may permit an existing use to remain in an existing building in good condition, which use does not conform to the provisions of this Second Amended and Restated Plan, provided that such use is generally compatible with existing and proposed developments and uses in the Second Amended and Restated Project Area. The owner of such a property must be willing to enter into a participation agreement and agree to the imposition of such reasonable restrictions as may be necessary to protect the development and use of the Second Amended and Restated Project Area.

The LCDC may authorize additions, alterations, repairs, or other improvements in the Second Amended and Restated Project Area for uses which do not conform to the provisions of

this Second Amended and Restated Plan where such improvements are within a portion of the Second Amended and Restated Project where, in the determination of the LCDC, such improvements would be compatible with surrounding Second Amended and Restated Project uses and development.

All nonconforming uses shall also comply with the city code.

## **SECTION 4**                      **GENERAL CONTROLS AND LIMITATIONS**

All real property in the Second Amended and Restated Project Area is subject to the controls and requirements of this Second Amended and Restated Plan. No such real property shall be developed, rehabilitated, or otherwise changed after the date of the adoption of this Second Amended and Restated Plan, except in conformance with the provisions of this Second Amended and Restated Plan.

### **A.        Construction**

All construction in the Second Amended and Restated Project Area shall comply with all applicable and local laws and codes in effect and as amended from time to time and all state laws adopted by the City. In addition to applicable codes, ordinances, or other requirements governing development in the Second Amended and Restated Project Area, additional specific performance and development standards may be adopted by the LCDC to control and direct redevelopment activities in the Second Amended and Restated Project Area.

### **B.        Rehabilitation and Retention of Properties**

Any existing structure or land within the Second Amended and Restated Project Area, subject to either a disposition and development agreement or owner participation agreement, approved by the LCDC for retention and rehabilitation, shall be repaired, altered, reconstructed, or rehabilitated in such a manner that it will be safe and sound in all physical respects and be attractive in appearance and not detrimental to the surrounding uses.

### **C.        Limitation on Type, Size, Height of Building**

Except as set forth in other sections of this Second Amended and Restated Plan, the type, size and height of buildings shall be as limited by applicable federal, state and local statutes, ordinances, and regulations.

### **D.        Open Spaces, Landscaping, Light, Air and Privacy**

The issues of open space, landscaping, light, air and privacy shall be governed by applicable local ordinances.

### **E.        Signs**

All signs shall conform to City sign ordinances as they now exist or are hereafter amended.

**F. Utilities**

The LCDC shall require that all utilities be placed underground whenever physically and economically feasible.

**G. Subdivision of Parcels**

Any parcel in the Second Amended and Restated Project Area shall be subdivided only in compliance with the City Subdivision Ordinance.

**H. Incompatible Uses**

No use or structure which by reason of appearance, traffic, smoke, glare, noise, odor, or similar factors which would be incompatible with the surrounding areas or structures shall be permitted in any part of the Second Amended and Restated Project Area.

**I. Nondiscrimination and Nonsegregation**

There shall be no discrimination or segregation based upon age, race, color, creed, religion, sex, marital status, national origin, handicap/disability, or ancestry permitted in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Second Amended and Restated Project Area.

**J. Variations**

Under exceptional circumstances, the LCDC is authorized to permit a variation from the limits, restrictions, and controls established by this Second Amended and Restated Plan. In order to permit such variation, the LCDC must determine that:

1. the application of certain provisions of this Second Amended and Restated Plan would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of this Second Amended and Restated Plan; and
2. there are exceptional circumstances or conditions applicable to the property or to the intended development of the property which do not apply generally to other properties having the same standards, restrictions, and controls; and
3. permitting a variation will not be materially detrimental to the public welfare or injurious to property or improvements in the area; and

4. permitting a variation will not be contrary to the objectives of this Second Amended and Restated Plan or the Comprehensive Plan.

No variations shall be granted which change a basic land use or which permit other than a minor departure from the provisions of this Second Amended and Restated Plan, without amendment of this Second Amended and Restated Plan. In permitting any such variation, the LCDC shall impose such conditions as are necessary to protect the public peace, health, safety, or welfare and to assure compliance with the purposes of this Second Amended and Restated Plan. Any variation permitted by the LCDC hereunder shall not supersede any other approval required under city codes and ordinances.

**K. Off-Street Loading**

Any development and improvements shall provide for off-street loading as required by the city ordinances as they now exist or are hereafter amended.

**L. Off-Street Parking**

All new construction in the area shall provide off-street parking, or pay fees in lieu of, if applicable and as required by the city ordinances as they now exist or are hereafter amended and recognizing the economics of a shared parking arrangements.

**SECTION 5 DESIGN FOR DEVELOPMENT**

No new improvement shall be constructed, and no existing improvements shall be substantially modified, altered, repaired, or rehabilitated except in accordance with this Second Amended and Restated Plan. The provisions of this Second Amended and Restated Plan are applicable to all public and private property in the Second Amended and Restated Project Area recognizing the need for flexibility in interpretation and implementation of the Second Amended and Restated Plan and the ability of the LCDC to grant variations to the Second Amended and Restated Plan as allowed in subsection H above.

One of the objectives of this Second Amended and Restated Plan is to create an attractive pedestrian environment in the Second Amended and Restated Project Area. Therefore, developers shall give consideration to good design, and amenities to enhance the aesthetic quality of the Second Amended and Restated Project Area. Additional design standards or controls may be implemented through the provisions of any disposition and development agreement or owner participation agreement or by appropriate covenants appended to the land and instruments of conveyance executed pursuant thereto. These controls are in addition to any standard and provisions of any applicable City ordinances or building codes.

Within the limits, restrictions, and controls established in this Second Amended and Restated Plan and to the extent allowed by law, the LCDC is authorized to establish heights of buildings, land coverage, setback requirements, design criteria, traffic circulation, traffic access, and other development and design controls necessary for proper development of both private and

public areas within the Second Amended and Restated Project Area. Any development must also comply with the City of Coeur d'Alene Zoning Ordinance regarding heights, setbacks, and other like standards and the Strategic Plan.

In the case of property which is the subject of a disposition and development or owner participation agreement with the LCDC, no new improvement shall be constructed and no existing improvement shall be substantially modified, altered, repaired, or rehabilitated except in accordance with this Second Amended and Restated Plan. Under those agreements the architectural, landscape, and site plans shall be submitted to the LCDC and approved in writing by the LCDC. One of the objectives of this Second Amended and Restated Plan is to create an attractive and pleasant environment in the Second Amended and Restated Project Area. Therefore, such plans shall give consideration to good design and other amenities to enhance the aesthetic quality of the Second Amended and Restated Project Area. The LCDC shall not approve any plans that do not comply with this Second Amended and Restated Plan.

In the event the LCDC adopts design standards or controls, those provisions will thereafter apply to each site or portion thereof in the Second Amended and Restated Project Area. Those controls and standards will be implemented through the provisions of any disposition and development agreement or owner participation agreement or by appropriate covenants appended to the land and instruments of conveyance executed pursuant thereto. These controls are in addition to any standards and provisions of any applicable City building or zoning ordinances; provided, however, each and every development shall comply with all applicable City zoning and building ordinances. Absent the LCDC developing and promulgating specific design standards or controls, the LCDC shall review all projects by applying and/or deferring to the usual approval process imposed by the City.

Under an owner participation agreement or a disposition and development agreement the design guidelines and land use elements as imposed shall be achieved to the greatest extent feasible, though the LCDC retains the authority to grant minor variations under Part 4, Section 4H of this Second Amended and Restated Plan and subject to a negotiated agreement between the LCDC and the developer or property owner.

Under those agreements, the architectural, landscape, and site plans shall be submitted to the LCDC and approved in writing by the LCDC. In such agreements, the LCDC may impose additional design controls. One of the objectives of this Second Amended and Restated Plan is to create an attractive environment in the Second Amended and Restated Project Area. Therefore, such plans shall give consideration to good design and amenities to enhance the aesthetic quality of the Second Amended and Restated Project Area. These additional design standards or controls will be implemented through the provisions of any disposition and development agreement or owner participation agreement or by appropriate covenants appended to the land and instruments of conveyance executed pursuant thereto. These controls are in addition to any standard and provision of any applicable City building or zoning ordinance; provided, however, each and every development shall comply with all applicable City zoning and building ordinances, including any adopted City design standards.

**PART 5**  
**FINANCING PLAN**

**SECTION 1**      **METHODS OF FINANCING THE SECOND AMENDED AND RESTATED PROJECT**

**A.      General Description of the Proposed Financing Method**

The LCDC is authorized to finance this Second Amended and Restated Project with financial assistance from the City, State of Idaho, federal government, interest income, LCDC bonds, donations, loans from private financial institutions, the lease or sale of LCDC-owned property, or any other available source, public or private, including assistance from any taxing district or any public entity.

The LCDC is also authorized to obtain advances, borrow funds, and create indebtedness in carrying out this Second Amended and Restated Plan. The principal and interest on such advances, funds, and indebtedness may be paid from any funds available to the LCDC. The City, as it is able, may also supply additional assistance through City loans and grants for various public facilities.

The City or any other public agency may expend money to assist the LCDC in carrying out this Second Amended and Restated Project.

**B.      Revenue Bond Funds**

As allowed by law and subject to such restrictions as are imposed by law, the LCDC is authorized to issue bonds from time to time, if it deems appropriate to do so, in order to finance all or any part of the Second Amended and Restated Project. Neither the members of the LCDC, nor any persons executing the bonds shall be liable on the bonds by reason of their issuance.

**C.      Other Loans and Grants**

Any other loans, grants, guarantees, or financial assistance from the United States, the State of Idaho, or any other public or private source will be utilized if available. Neither the members of the LCDC nor any persons executing such loans or grants shall be liable on the loans or grants by reason of their issuance.

**D.      Revenue Allocation Financing Provisions**

The LCDC hereby adopts revenue allocation financing provisions as authorized by the Act, Chapter 29, Title 50, Idaho Code, effective retroactively to January 1, 1997, for the original 1997 area, and to January 1, 2008, for the 2007 Eligible Area. These revenue allocation provisions shall apply to all taxing districts in which the Revenue Allocation Area is located and



described on Attachments “1 and 2” to this Second Amended and Restated Plan. The LCDC shall take all actions necessary or convenient to implement these revenue allocation financing provisions. The LCDC specifically finds that the equalized assessed valuation of property within the Revenue Allocation Area is likely to increase as a result of the initiation of the Urban Renewal Project.

The LCDC, acting by one or more resolutions adopted by its board of directors, is hereby authorized to apply all or any portion of the revenues allocated to the LCDC pursuant to the Act to pay such costs as are incurred or to pledge all or any portion of such revenues to the repayment of any moneys borrowed, indebtedness incurred, or bonds issued by the LCDC to finance or to refinance the Second Amended and Restated Project costs (as defined in Idaho Code Section 50-2903(134)) of one or more urban renewal projects.

Upon enactment of an ordinance by the governing body of the City finally adopting these revenue allocation financing provisions and defining the Revenue Allocation Area described herein as part of the Second Amended and Restated Plan, there shall hereby be created a special fund of the LCDC into which the County Treasurer shall deposit allocated revenues as provided in Idaho Code Section 50-2908. The LCDC shall use such funds solely in accordance with Idaho Code Section 50-2909 and solely for the purpose of providing funds to pay the project costs, including any incidental costs, of such urban renewal projects as the LCDC may determine by resolution or resolutions of its board of directors.

A statement listing proposed public improvements and facilities, an economic feasibility study, estimated project costs, fiscal impact upon other taxing districts, and methods of financing project costs required by Idaho Code Section 50-2905 is included in Attachment “5” to this Second Amended and Restated Plan. This statement necessarily incorporates estimates and projections based on the LCDC’s present knowledge and expectations. The LCDC is hereby authorized to modify the presently anticipated urban renewal projects and use of revenue allocation financing of the related project costs if the board of directors of the LCDC deems such modification necessary or convenient to effectuate the general objectives of the Second Amended and Restated Plan.

The LCDC has also provided for expenditure of revenue allocation proceeds on an annual basis without the issuance of bonds or other debt. The LCDC has also provided for obtaining advances or loans from the City, private entities, or other sources in order to immediately commence construction of certain of the public improvements. Revenues will continue to be allocated to the LCDC until the improvements identified in Attachment “5” are completely constructed ~~or until any obligation to the City or other public entity or private entity are fulfilled~~. Attachment “5” incorporates estimates and projections based on the LCDC’s present knowledge and expectations concerning the length of time to complete the improvements. The activity may take longer depending on the significance and timeliness of development. Alternatively the activity may be completed earlier if revenue allocation proceeds are greater or the LCDC obtains additional funds.

The revenue allocation proceeds are hereby irrevocably pledged for the payment of the principal and interest on the advance of monies or making of loans or the incurring of any



indebtedness such as bonds, notes, and other obligations (whether funded, refunded, assumed, or otherwise) by the LCDC to finance or refinance the Second Amended and Restated Project in whole or in part, as well as payment for costs incurred for activities of the Project.

The LCDC is authorized to make such pledges as to specific advances, loans, and indebtedness as appropriate in carrying out the Second Amended and Restated Project.

Under legislation adopted in 2000 by the 55<sup>th</sup> Idaho Legislature, 2<sup>nd</sup> Regular Session, effective July 1, 2000, Session Laws, Chapter 275, Idaho Code Section 50-2904(2), revenue allocation authority is limited to twenty-four (24) years from the date the ordinance was passed by the City Council, except for those urban renewal plans which were adopted prior to 2000. 56<sup>th</sup> Idaho Legislature, 2<sup>nd</sup> Regular Session, Session Laws, Ch. 143. See Idaho Code § 50-2904(3). As authorized by the Coeur d'Alene City Council, the original 1997 urban renewal plan established its duration initially through December 31, 2012 (a period of fifteen (15) years). The 2003 amendment extended the duration for twenty-four (24) years from 1997, through 2021. The 2008 update does not extend the term of this Second Amended and Restated Plan.

The LCDC is authorized to make such pledges as to specific advances, loans, and indebtedness as appropriate in carrying out the Project.

Revenue allocation proceeds are deemed to be only a part of the proposed funding sources for the payment of public improvements and other project improvements. Additionally, project funding is proposed to be phased for the improvements, allowing various sources of funds to be accumulated for use.

House Bill 1 adopted by the 58<sup>th</sup> Idaho Legislature convening in Special Session in August 2006 repeals the operation and maintenance property tax levy imposed by school districts. House Bill 1 also repealed Idaho Code Section 50-2908(2)(a)(iii) which required certain revenue allocation funds to be disbursed to school districts. The financial analysis set forth in Attachment 5 has taken into account the provisions of House Bill 1. Idaho Code § 33-802.

~~EB11~~

**E. Economic Feasibility Study**

Attachment “5” consists of the Economic Feasibility Study (“Study”) for the Urban Renewal Area prepared by Keyser Marston Associates, Inc. The Study constitutes the financial analysis required by the Act.

**F. Assumptions and Conditions/Economic Feasibility Statement**

The information contained in Attachment “5” assumes certain completed and projected actions. Under the provisions of the Act, the revenue allocation shall continue until any bond debt or other obligation is satisfied. All debt is projected to be repaid no later than the duration period of the Second Amended and Restated Plan. The total amount of indebtedness and the amount of revenue generated by revenue allocation is dependent upon the extent and timing of

private development. Should all of the development take place as projected, indebtedness could be extinguished earlier, dependent upon the bond sale documents or other legal obligations. Should private development take longer to materialize, or should the private development be substantially less than projected, then the amount of revenue generated will be substantially reduced and those obligations may continue for their full term. The Study has assumed ~~an~~ appropriate escalation rates, annual growth rate of three percent (3%) along with particular projects estimated to add value to the Second Amended and Restated Project Area.

The is Second Amended and Restated Plan and attachments incorporate estimates and projections based on the LCDC's present knowledge and expectations. The LCDC may modify the Second Amended and Restated Project if the Board of Commissioners deems such modifications necessary to effectuate the is Second Amended and Restated Plan. The is Second Amended and Restated Plan proposes certain public improvements, including utility improvements, streetscapes, street improvements, property acquisition, and relocation costs, which will facilitate development in the Revenue Allocation Area.

#### **G. Ten Percent Limitation**

Under the Act the base assessed valuation for all revenue allocation areas cannot exceed gross/net ten percent (10%) of the current assessed valuation for the entire City. The base assessment roll, not including utilities and less any homeowner's exemption, for the River District Revenue Allocation Area as of January 1, 2003, is \$14,354,592. The total assessed value for the City of Coeur d'Alene as of January 1, 2003~~8~~, less homeowner's exemptions, is ~~\$1,689,756,311~~ 3,362,227,449. The base assessment roll, not including utilities and less any homeowner's exemptions for the Lake District Revenue Allocation Area as of January 1, 1997, was \$~~107,616,340~~ 164,174,173. The additional Eligible Property is owned either by School District #271 or the City of Coeur d'Alene. Thus for these purposes the assessed value is deemed zero. The combined base assessment roll for the Revenue Allocation Area does not exceed ten percent (10%) of the assessed value for the City of Coeur d'Alene.

#### **H. Financial Limitation**

The Study identifies several capital improvement projects. Use of any particular financing source for any particular purpose is not assured or identified. Use of the funding source shall be conditioned on any limiting authority. For example, the LCDC may consider participation with owners or developers for ~~public~~façade improvements, partial contribution by the LCDC, or encouraging certain demonstration projects such as ~~workforce~~affordable housing projects. Use of revenue allocation funds for that purpose will be limited by the authority of the Act. If revenue allocation funds are unavailable, then the LCDC will need to use a different funding source for that improvement, including grant funds. The Study has examined the potential of grant funding.

The amount of funds available to the LCDC from revenue allocation financing is directly related to the assessed value of new improvements within the Revenue Allocation Area. Under

the Act, the LCDC is allowed the revenue allocation generated from inflationary increases and new development value. The Study has assumed certain annual increases over the term of ~~the~~is Second Amended and Restated Plan based on historical analysis and other circumstances.

The Study, with the various estimates and projections, constitutes an economic feasibility study. Costs and revenues are analyzed, and the analysis shows the need for public capital funds during the Second Amended and Restated Project. Multiple financing sources including proposed revenue allocation notes and bonds, annual revenue allocations, developer contributions, and other funds are shown. This Study identifies the kind, number, and location of all proposed public works or improvements, a detailed list of estimated project costs, a description of the methods of financing illustrating project costs, and the time when related costs or monetary obligations are to be incurred. *See* Idaho Code § 50-2905. Based on these funding sources, the conclusion is that the Second Amended and Restated Project is feasible.

The information contained in the Study assumes certain projected actions. First, the LCDC has projected several debt obligations (e.g. bond terms, ~~and~~ note issues). ~~Any~~The bond term will be finally determined by the marketability of the notes. Under the provisions of the Act, the revenue allocation may continue until the end of ~~the~~is Second Amended and Restated Plan term. Second, the total amount of indebtedness and the amount of revenue generated by revenue allocation is dependent upon the extent and timing of private development. Should all of the development take place as projected, indebtedness ~~will~~would be extinguished ~~earlier~~, dependent upon ~~debt obligation~~the bond sale documents and legal obligations therein. Should private development take longer to materialize or should the private development be substantially less than projected, then the amount of revenue generated will be substantially reduced and ~~debt obligations~~bonds may continue for their full term.

The proposed timing for the public improvements may very well have to be modified depending upon the availability of some of the funds and the LCDC's ability to finance relevant ~~debt obligations~~sell an initial issue of notes or bonds.

~~The~~is Second Amended and Restated Plan has shown that the equalized valuation of the Revenue Allocation Area as defined in ~~the~~is Second Amended and Restated Plan is likely to increase as a result of the initiation and completion of urban renewal projects pursuant to ~~the~~is Second Amended and Restated Plan.

## **I. Rebate of Revenue Allocation Funds**

In any year during which the LCDC receives revenue allocation proceeds, the LCDC, as allowed by law, is authorized (but not required) to return or rebate to the other taxing entities of this Second Amended and Restated Plan any revenue allocation funds not previously pledged or committed for the purposes identified in ~~the~~is Second Amended and Restated Plan. Under the Act, the LCDC must first apply all such revenues for the payment of the projected costs of the urban renewal project identified and repayment of principal and interest on any moneys borrowed, indebtedness incurred, or bonds issued by the LCDC and maintain any required reserve for payments of such obligation or indebtedness. Only to the extent revenues of the LCDC exceed these obligations shall the LCDC consider any rebate or return of revenue

allocation funds to the other taxing entities. The LCDC shall rebate such funds in a manner that corresponds to each taxing entity's relative share of the revenue allocation proceeds or on the basis of extraordinary service requirements generated by the Second Amended and Restated Project. All other taxing entities shall first receive any such rebate before such rebate shall be disbursed to the City.

Attachment "~~5~~" describes the LCDC's financing plan for the Second Amended and Restated Project. The Second Amended and Restated Project will be financed, in part, through tax increment financing, using revenue allocation funds as allowed by the Act. The LCDC anticipates that on an annual basis, tax increment, and other funds may be sufficient to satisfy the obligations incurred by the LCDC, even though the entire amount of revenue allocation funds must be pledged for the term of any bonds or other debts incurred by the LCDC. Therefore, on an annual basis, the LCDC will consider the rebate of funds, which funds, may not be revenue allocation funds, but other funds available to the LCDC.

#### **J. Participation with Local Improvement Districts**

Under the Idaho Local Improvement District Code, Chapter 17, Title 50, Idaho Code, the City has the authority to establish local improvement districts for various public facilities, including, but not limited to, streets, curbs, gutters, sidewalks, storm drains, landscaping, and other like facilities. To the extent allowed by the Law and the Act, the LCDC reserves the authority to participate in the funding of local improvement district facilities. This participation may include either direct funding to reduce the overall cost of the LID or to participate as an assessed entity to finance the LID project.

#### **K. Issuance of Debt and Debt Limitation**

Any debt incurred by the LCDC as allowed by the Law and Act shall be secured by revenues identified in the debt resolution or revenue allocation funds as allowed by the Act. All such debt shall be repaid within the duration of this Second Amended and Restated Plan.

#### **L. Impact on Other Taxing Districts and Levy Rate**

~~A specific delineation of tax dollars generated by revenue allocation upon each taxing district has not been prepared. However, one can determine the impact of the Amended and Restated Plan on individual taxing district by multiplying a taxing district's specific levy rate by the increment yield in a particular year...(Ryan — is this the spot to include this verbiage?) .....The overall impact of the revenue allocation project is shown in the Study. Since the passage of House Bill 156 in 1995, taxing entities are constrained in establishing levy rates by a function of the amount each budget of each taxing district can increase on an annual basis. The amounts set forth in the Study would constitute the amounts distributed to other taxing entities from the Revenue Allocation Area if there were no urban renewal project. Each individual district's share of that amount would be determined by its particular levy rate as compared to the other districts in any given year (or put the verbiage here?). Therefore, the impact of revenue allocation is more of a product of the imposition of House Bill 156. In addition, without the~~

~~revenue allocation district and its ability to pay for public improvements and public facilities, fewer substantial improvements within the Revenue Allocation Area would be expected in the next five to ten years, hence there would be lower increases in assessed valuation to be used by the other taxing entities.~~

~~—Additionally, the Study has utilized a 2003<sup>7</sup> tax levy rate of ~~1.70%~~ 1.70%, from which the applicable school district credit will be deducted, and imposed a .001 annual reduction levy throughout the term of the Plan. One result of House Bill 156 is the likely reduction of the levy rate as assessed values increase for property within each taxing entity's jurisdiction. If the overall levy rate is less than as assumed, the LCDC shall receive fewer funds from revenue allocation.~~

A specific delineation of tax dollars generated by revenue allocation upon each taxing district has not been prepared. The overall impact of the revenue allocation project is shown in the Study. Since the passage of House Bill 156 in 1995 (now codified in Section 63-802, Idaho Code), taxing entities are constrained in establishing levy rates by a function of the amount each budget of each taxing district can increase on an annual basis. The amounts set forth in the Study would constitute the amounts distributed to other taxing entities from the Revenue Allocation Area if there were no urban renewal project. Each individual district's share of that amount would be determined by its particular levy rate as compared to the other districts in any given year. Therefore, the impact of revenue allocation is more of a product of the imposition of Section 63-802, Idaho Code. In addition, without the revenue allocation district and its ability to pay for public improvements and public facilities, fewer substantial improvements within the Revenue Allocation Area would be expected during the term of this Second Amended and Restated Plan; hence there would be lower increases in assessed valuation to be used by the taxing entities. If the overall levy rate is less than assumed, the LCDC will receive fewer funds from revenue allocation. The assessed value for each property in a Revenue Allocation Area consists of a base value and an increment value. The base value is the assessed value as of January 1 of the year in which a Revenue Allocation Area is approved by a municipality, with periodic adjustments allowed by Idaho State Code. The increment value is the difference between the base assessed value and current assessed value in any given year while the property is in a Revenue Allocation Area. Under Section 63-802, Idaho Code, taxing entities are constrained in establishing levy rates by the amount each budget of each taxing district can increase on an annual basis. Taxing entities submit proposed budgets to the County Board of Commissioners, which budgets are required to comply with the limitations set forth in Section 63-802, Idaho Code.

The County Board of Commissioners calculates the levy rate required to produce the proposed budget amount for each taxing entity using the assessed values which are subject to each taxing entity's levy rate. Assessed values in urban renewal districts which are subject to revenue allocation (incremental values) are not included in this calculation. The combined levy rate for the taxing entities is applied to the incremental property values in the Revenue Allocation Area to determine the amount of property tax revenue which is allocated to an urban renewal agency. The property taxes generated by the property values in the urban renewal districts that are not subject to revenue allocation and by properties outside Revenue Allocation Areas are distributed to the other taxing entities. Properties in Revenue Allocation Areas are

subject to the same levy rate as they would be outside a Revenue Allocation Area. The difference is how the revenue is distributed.

Additionally, the Study has taken the existing 2007 levy rate of .008185792 and imposed the relevant Coeur d'Alene school district 271 levy rate decrease as per HB470, keeping all other tax entity levy rates constant through the 2021 sunset date of the District. One result of Section 63-802 and House Bill 79 (2007), codified as Section 63-301A, Idaho Code, is the likely reduction of the levy rate as assessed values increase for property within each taxing entity's jurisdiction. House Bill 79, became effective retroactive to January 1, 2007, upon the Governor's signature on March 21, 2007. If the overall levy rate is less than as assumed, the LCDC shall receive fewer funds from revenue allocation. Section 63-301A, Idaho Code, prohibits taxing entities from including, as part of the new construction roll, the increased value related to new construction within the revenue allocation area until the revenue allocation authority is terminated. Any new construction within the Urban Renewal District will no longer be available for inclusion by the taxing entities to increase their budgets. Therefore, less tax revenue will be available to those taxing entities. Generally, the impact on the taxing entities would be to determine LCDC's projected revenue and disburse those funds in the same ratio as the respective levy rates of each taxing district. For Tax Year 2007, those districts and rates are as follows:

|                                                         |                    |
|---------------------------------------------------------|--------------------|
| <u>North Idaho College</u>                              | <u>0.000509932</u> |
| <u>Kootenai County</u>                                  | <u>0.001963862</u> |
| <u>City of Coeur d' Alene</u>                           | <u>0.003988886</u> |
| <u>School District No. 271</u>                          | <u>0.001142669</u> |
| <u>County Ambulance EMS</u>                             | <u>0.000097363</u> |
| <u>Highway Districts (Eastside, Worley, Post Falls)</u> | <u>0.000483080</u> |
| <u>Fire and Rescue</u>                                  | <u>0.</u>          |
| <u>TOTAL</u>                                            | <u>0.008185792</u> |

The 2008 Idaho Legislature passed and Governor Otter signed House Bill 470 as amended in the Idaho Senate, which bill became effective retroactive to January 1, 2008 (Session Laws, Chapter 253). The bill amended Idaho Code Sections 50-2908, 63-803, and 63-811. In brief, the bill provides that an urban renewal agency shall not be entitled to revenue allocation proceeds from certain levy increases which are allowed by either specific statutory authorization or approved by an election of the qualified electors of the particular taxing district. Therefore, for any levy election held after January 1, 2008, LCDC will not receive revenue allocation funds which would have been generated by imposing that levy on the assessed valuation within the Lake District Project Area. The Study which is attached as Attachment 5 has taken this new statute into account. The levy rate for School District No. 271 shown above is the aggregate levy rate for the school district as of 2007. The Study has assumed the impact of House Bill 470 and reduced the school district levy rate accordingly.

**M. Lease Revenue Bonds**



~~One other potential use of financing is lease revenue bonds from the user of a public facility. For example, a lease base revenue bond may be a way to finance certain public buildings. Under the Law, the LCDC is authorized to issue revenue bonds to finance certain public improvements identified in this Second Amended and Restated Plan. Under that type of financing, the public entity would pay the LCDC a lease payment annually which provides certain funds to the LCDC to retire the bond debt. Another variation of this type of financing is sometimes referred to as conduit financing, which provides a mechanism where the LCDC uses its bonding authority for the project, with the end user making payments to the LCDC to retire the bond debt. These sources of revenues are not related to revenue allocation funds and may not be particularly noted in the Study, because of the “pass through” aspects of the financing. Under the Act, the economic feasibility study focuses on the revenue allocation aspects of LCDC’s financial model.~~

~~These financing models typically are for a longer period of time than the 24-year period set forth in the Act. However, these financing models do not involve revenue allocation funds, but rather funds from the end users which provide a funding source for the LCDC to continue to own and operate the facility beyond the term of the Plan as allowed by Idaho Code Section 50-2905(7) as those resources involve funds not related to revenue allocation funds.~~

## **PART 6 MISCELLANEOUS**

### **SECTION 1      A. ACTION BY THE CITY**

The City will, to the extent authorized by law, assist and cooperate with the LCDC in carrying out this Second Amended and Restated Plan and take all actions necessary to ensure the continued fulfillment of purposes of this Second Amended and Restated Plan. The Planning Commission and City Council will provide the final direction, with no guarantees attached to their final actions. Subject to the City’s usual procedures, actions by the City may include, but are not limited to, the following:

1. Institution and completion of the proceedings necessary for changes and improvements in private and publicly owned utilities within or affecting the Second Amended and Restated Project.
2. Institution and completion of the proceedings necessary for revisions of zoning or other standards (if necessary) within the Second Amended and Restated Project Area to permit the development authorized by this Second Amended and Restated Plan.
3. Institution and completion of proceedings necessary to impose through the use of special use permits or other means of appropriate controls and conditions within the limits of this Second Amended and Restated Plan upon parcels in the Second Amended and Restated Project Area.

4. Provision for administrative enforcement of this Second Amended and Restated Plan by the City after development. The City and the LCDC may develop and provide for enforcement of a program for continued maintenance by owners of all real property, both public and private, within the Second Amended and Restated Project Area throughout the duration of this Second Amended and Restated Plan.
5. Performance of the above actions and all other functions and services relating to public health, safety, and physical development normally rendered in accordance with the schedule which will permit the redevelopment of the Second Amended and Restated Project Area to be commenced and carried to completion without unnecessary delays.
6. Institution and completion of proceedings necessary for the establishment of a local improvement district (LID).
7. The undertaking and completing of any other proceedings necessary to carry on the project.
8. Administration of grants that may be available for this project.
9. Appropriate agreements with the LCDC for administration, supporting services, funding sources, and the like.

The forgoing actions which may be taken by the City do not constitute any commitment of financial outlay by the City. Nor do they guarantee implementation. The Planning Commission and City Council will follow the usual procedures in reviewing recommendations of the LCDC.

## **B. MAINTENANCE**

The LCDC has not identified any commitment or obligation for long-term maintenance of the public improvements identified. The LCDC will need to address this issue with the appropriate entity, public or private, who has benefited from or is involved in the ongoing preservation of the public improvement.

## **SECTION 2 ENFORCEMENT**

The administration and enforcement of this Second Amended and Restated Plan, including the preparation and execution of any documents implementing this Second Amended and Restated Plan, shall be performed by the LCDC with the assistance of the City. ~~The provision of this Amended and Restated Plan or other documents entered into, pursuant to this~~



~~Amended and Restated Plan, may be enforced by the LCDC, City, or other governmental entity which may have jurisdiction over the violation.~~

### **SECTION 3**                      **DURATION OF THE ~~IS~~ SECOND AMENDED AND RESTATED PLAN**

Except for the nondiscrimination and nonsegregation provisions which shall run in perpetuity, the provisions of this Second Amended and Restated Plan shall be effective, and the provisions of other documents formulated pursuant to this Second Amended and Restated Plan shall be effective for twenty-four (24) years from the date of adoption of the original Plan by the City Council in 1997 and adoption of the 2003 Amended and Restated Plan, which period shall expire on December 31, 2021, except for any revenue allocation proceeds received in calendar year 2022.

This Second Amended and Restated Plan shall terminate no later than December 31, 2021, except for revenues which may be received in 2022. Either on January 1, 2021, or if the LCDC determines an earlier terminate date:

- (a) When the Revenue Allocation Area plan budget estimates that all financial obligations have been provided for, the principal of and interest on such moneys, indebtedness, and bonds have been paid in full or when deposits in the special fund or funds created under this chapter are sufficient to pay such principal and interest as they come due, and to fund reserves, if any, or any other obligations of the LCDC funded through revenue allocation proceeds shall be satisfied and the LCDC has determined no additional project costs need be funded through revenue allocation financing, the allocation of revenues under Section 50-2908, Idaho Code, shall thereupon cease; any moneys in such fund or funds in excess of the amount necessary to pay such principal and interest shall be distributed to the affected taxing districts in which the Revenue Allocation Area is located in the same manner and proportion as the most recent distribution to the affected taxing districts of the taxes on the taxable property located within the Revenue Allocation Area; and the powers granted to the urban renewal agency under Section 50-2909, Idaho Code, shall thereupon terminate.
- (b) In determining the termination date, ~~the~~is Second Amended and Restated Plan shall recognize that the LCDC shall receive allocation of revenues in the calendar year following the last year of the revenue allocation provision described in the urban renewal plan.
- (c) For the fiscal year that immediately predates the termination date, the LCDC shall adopt and publish a budget specifically for the projected revenues and expenses of ~~the~~is Second Amended and Restated Plan and make a determination as to whether the Revenue Allocation Area can be terminated before January 1 of the termination year pursuant to the terms of Section 50-2909(4), Idaho Code. In the event that the LCDC determines that current tax year revenues are sufficient to cover all estimated expenses for the current year and all future years, by

September 1, the LCDC shall adopt a resolution advising and notifying the local governing body, the county auditor, and the State Tax Commission, recommending the adoption of an ordinance for termination of the Revenue Allocation Area by December 31 of the current year, and declaring a surplus to be distributed as described in Section 50-2909, Idaho Code, should a surplus be determined to exist. The LCDC shall cause the ordinance to be filed with the office of the county recorder and the Idaho State Tax Commission as provided in Section 63-215, Idaho Code.

~~Upon termination of the revenue allocation authority of the urban renewal plan to the extent the LCDC owns or possesses any assets, the LCDC shall dispose of any remaining assets by granting or conveying or dedicating such assets to the City of Coeur d'Alene. As allowed by Idaho Code Section 50-2905(7), the LCDC may retain assets or revenues generated from such assets as loans the LCDC shall have resources other than revenue allocation funds to operate and manage such assets. The LCDC may retain ownership of the several parking facilities which may be constructed in the Project Area, as parking revenues may be sufficient to provide the resources necessary for the LCDC to retain those assets. Similarly, facilities which provide a lease income stream to the LCDC for full retirement of the facility debt will allow the LCDC to meet debt services obligations and provide for the continued operation and management of the facility.~~

~~For those assets which do not provide such resources or revenues, the LCDC will likely convey such assets to the City of Coeur d'Alene, depending on the nature of the asset.~~

~~Upon termination of the revenue allocation authority of the urban renewal plan to the extent the LCDC owns or possesses any assets, the LCDC shall dispose of any remaining assets by granting or conveying or dedicating such assets to the City of Coeur d'Alene.~~

#### **SECTION 4**                      **SEVERABILITY**

The provisions of this ~~Second~~ Amended and Restated Plan are hereby declared to be severable and if any provision of this ~~Second~~ Amended and Restated Plan or the application of such provision to any person or circumstance is declared invalid for any reason, such declaration of the application shall not affect the validity of remaining portions of this ~~Second~~ Amended and Restated Plan.

#### **SECTION 5**                      **REVIEW**

Under the Law, the LCDC is required to file with the City, on or before March 31~~st~~ of each year, a report of the ~~Agency~~LCDC's activities for the preceding calendar year, which report shall include a complete financial statement setting forth its assets, liabilities, income, and operating expenses as of the end of such calendar year.

#### **SECTION 6**                      **APPENDICES, EXHIBITS, TABLES**

All attachments and tables referenced in this ~~Second~~ Amended and Restated Plan are attached and incorporated herein by their reference. All other documents referenced in this

Second Amended and Restated Plan but not attached are incorporated by their reference as if set forth fully.

## **SECTION 7**                      **PROCEDURE FOR AMENDMENT**

This Second Amended and Restated Plan may be further modified at any time by the LCDC, provided that, if modified after disposition of real property in the Second Amended and Restated Project Area or after execution of an owner participation agreement, the modifications must be consented to by the developer or developers or their successor or successors of such real property whose interest is substantially affected by the proposed modification. Where the proposed modification will substantially change this Second Amended and Restated Plan, the modifications must be approved by the Coeur d'Alene City Council in the same manner as this Second Amended and Restated Plan. Substantial changes for Coeur d'Alene City Council approval purposes shall be regarded as revisions in project boundaries, land uses permitted, land acquisition, and other changes which will violate the objectives of this Second Amended and Restated Plan.

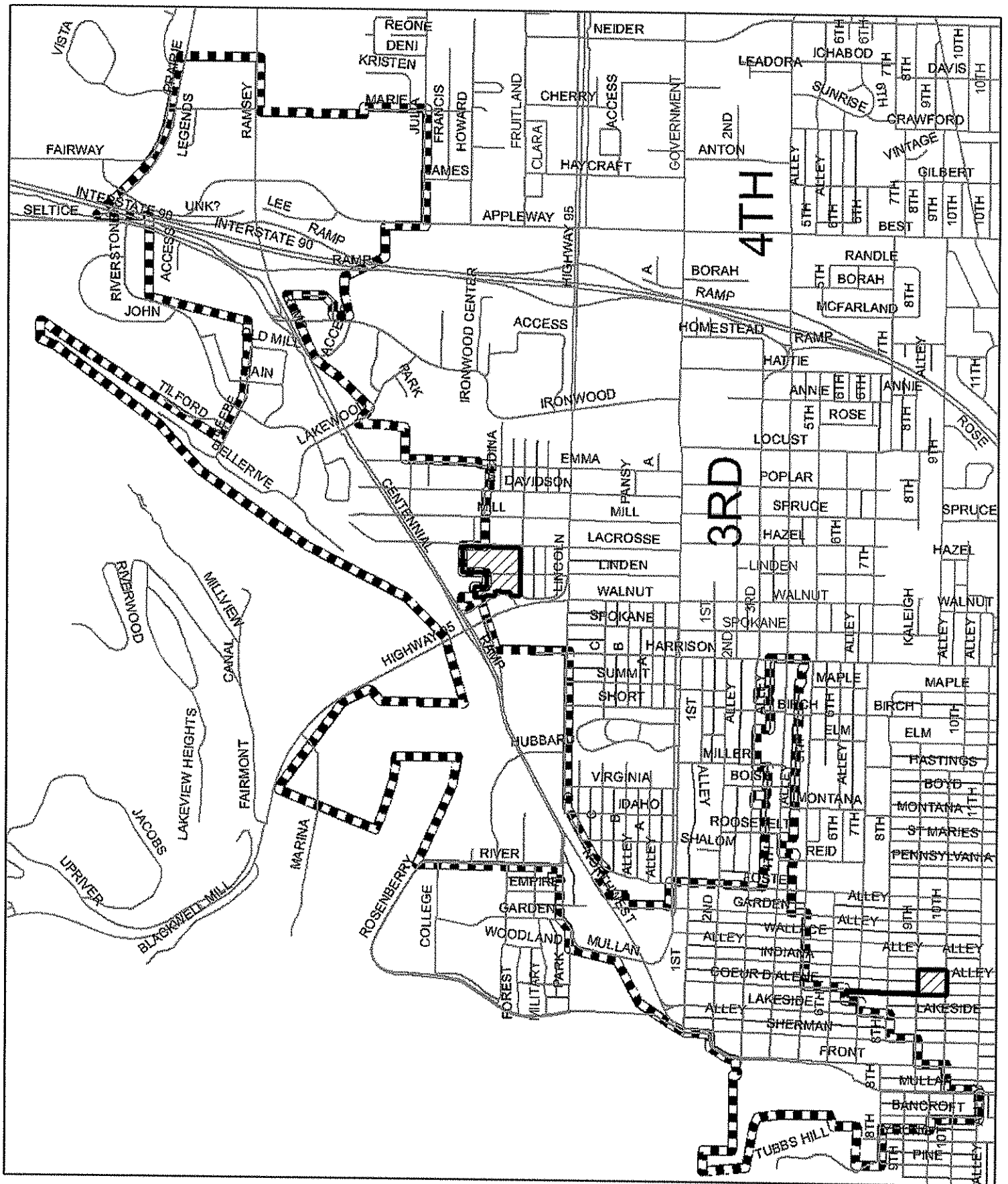
## **Attachment 1**

### **Description of the Second Amended and Restated Project Area and Revenue Allocation Area Boundaries**

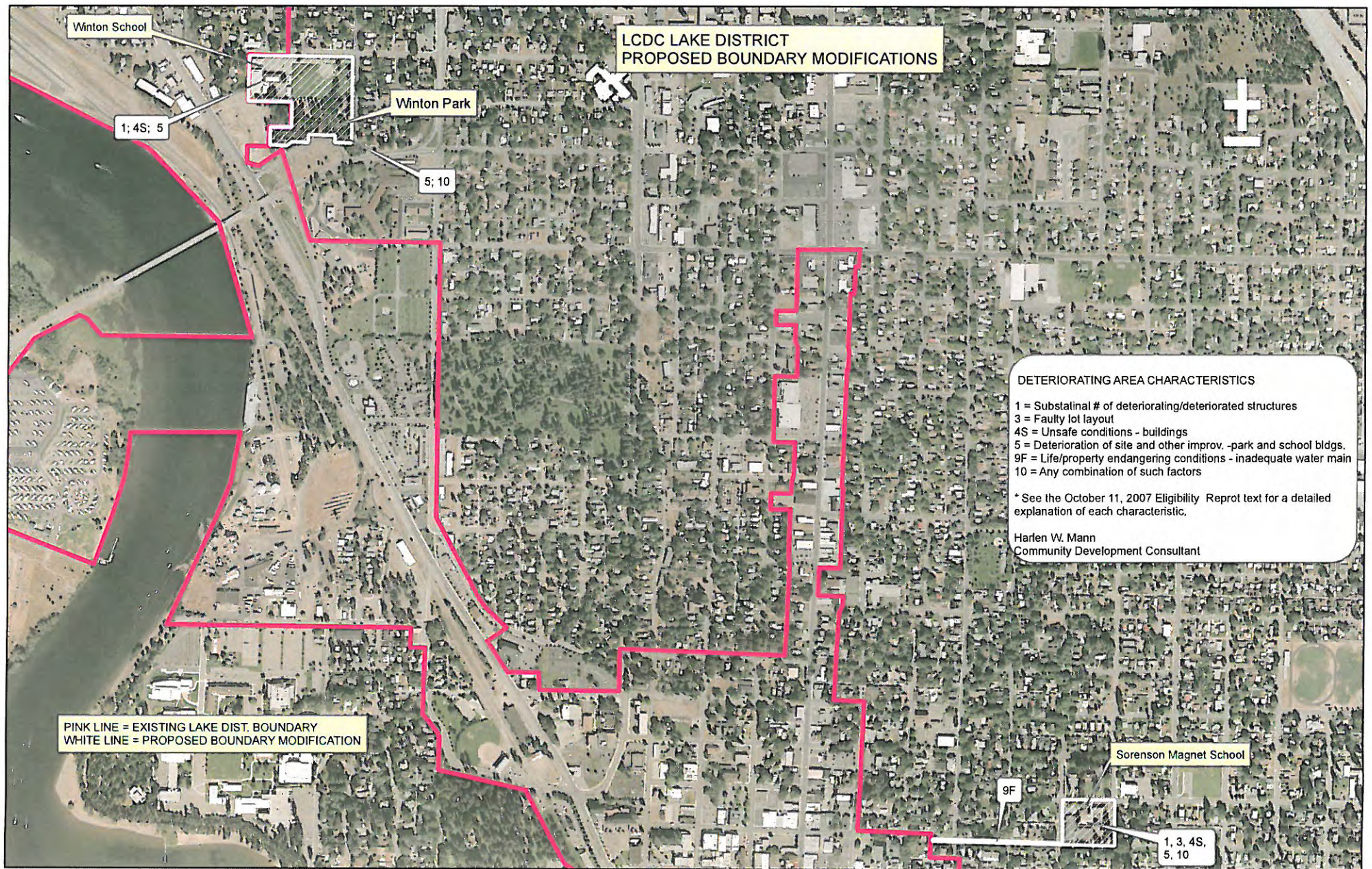
[Note: Legal description of Second Amended and Restated Project Area available from Coeur d'Alene City Clerk office]

## **Attachment 2**

Second Amended and Restated Project Area–Revenue Allocation Area Boundary Map  
Illustrating Areas Added to the Lake District









### Attachment 3

#### Private Properties Which May Be Acquired by LCDC

1. Downtown Structured Parking Initiative: Targeted Properties

- a. 1,309 Lakeside Avenue, Coeur d'Alene (~~Takara Rest~~)
- b. 214 3<sup>rd</sup> Street, Coeur d'Alene (~~North Idaho Import Parts~~)

2. Education Corridor Initiative: Targeted Properties

- a. DeArmond Mill Site, Northwest Boulevard, Coeur d'Alene

No other particular properties have been identified for acquisition by LCDC, except as may be required for the objectives of the is Second Amended and Restated Plan.

- 2. The LCDC also reserves the right to acquire any additional right-of-way or access routes near or around existing or planned rights-of-way.
- 3. The LCDC reserves the right to acquire property needed to provide adequately sized sites for high priority projects such as public buildings, infrastructure, public parking facilities, transit and transportation facilities, etc. (the exact location, other than noted above, of which has not been determined).



## **Attachment 4**

Map Depicting Expected Land Uses and Current Zoning  
Within Revenue Allocation Area and Second Amended and Restated Project Area

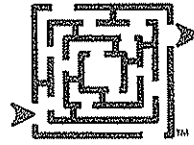
[Map Depicting Expected Land Uses – See the LCDC Lake District Strategic Plan  
prepared by Zimmer Gunsul Frasca Partnership /  
Leland Consulting Group April 2003]

[Current Zoning – Contact City Clerk Office]

## **Attachment 5**

### **Statement of Proposed Public Improvements, Costs, Revenues, Tax Impacts, Financing Methods, and Implementation Plan**

[Refer to the 2008 Keyser-Marston Lake District Financial Feasibility Report]



KEYSER MARSTON ASSOCIATES

4211

**ECONOMIC FEASIBILITY STUDY  
LAKE DISTRICT URBAN RENEWAL AREA  
PLAN AMENDMENT**

Prepared For

**THE LAKE CITY DEVELOPMENT CORPORATION  
OF THE CITY OF COEUR d'ALENE**

**June 12, 2008**

**ECONOMIC FEASIBILITY STUDY**

**LAKE DISTRICT URBAN RENEWAL AREA**  
**PLAN AMENDMENT**

**Prepared For**

**THE LAKE CITY DEVELOPMENT CORPORATION**  
**OF THE CITY OF COEUR d'ALENE**  
105 North 1st Street, Suite 100  
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**Prepared By**

**KEYSER MARSTON ASSOCIATES, INC.**  
500 South Grand Avenue, Suite 1480  
Los Angeles, California 90071

**June 12, 2008**

# **ECONOMIC FEASIBILITY STUDY OF THE LAKE DISTRICT URBAN RENEWAL AREA**

**June 12, 2008**

Idaho State Code 50-2905 provides that the urban renewal agency of the municipality shall prepare and adopt the amendment to the plan for the revenue allocation area and submit the plan and recommendation for approval thereof to the local governing body. Among the requirements listed in State Code 50-2905, the amended plan shall include an economic feasibility study. The following represents the economic feasibility study for the amended Lake District Urban Renewal Area (the URD) proposed for the Lake City Development Corporation (LCDC).

Economic feasibility, for purposes of this analysis, will be defined as a comparative analysis of one potential scenario of anticipated costs for implementation of the amended Plan to the resulting revenues expected to be generated by the URD. Idaho State Code 50-2904 provides that the Plan, as amended, shall have duration not to exceed 24 years from the adoption date. For the URD, the termination date will therefore occur in FY 2021-22. The duration of the revenue allocation financing provision may be extended beyond this 24-year time limit in order to repay outstanding bond debt, provided such bond maturity is not greater than 30 years.

This section contains a general discussion of overriding general assumptions, the costs associated with the anticipated urban renewal program and an evaluation of the general financing methods that may be available to the LCDC. Economic feasibility is determined through a summarized feasibility cash flow analysis for the URD as summarized on Table 1.

## **A. GENERAL ASSUMPTIONS**

### **1. Economic Feasibility Cash Flow**

The economic feasibility cash flow has been created to identify the amount of resources available to fund the urban renewal projects, programs and activities identified by LCDC staff. A cash flow iteration was then prepared to ensure that annual expenditures did not exceed annual resources in any given future fiscal year. To determine the annual resources available, the following assumptions were incorporated in the Table1 cash flow projection:

- a. The revenue sources identified for the URD include tax increment revenue, rental income and interest earnings. No other funding sources have been identified or assumed for purposes of this feasibility study reflected herein.
- b. Projected excess revenues are carried forward into the subsequent year in order to ensure that adequate funding is available for future

expenditures. As the plan reaches its termination date, it has been assumed that the LCDC will expend all available revenues in the last four years of the projection.

- c. Owner Participation Agreement loan repayments, operational expenditures, identified LCDC obligations and capital improvement expenditures present one scenario of urban renewal implementation for the URD.

## **2. Tax Increment Projection**

The economic feasibility study presents a long range cash flow analysis incorporating a projection of tax increment revenue for the URD. The following assumptions were incorporated in the tax increment revenue projection shown on Table 2:

- a. Future URD values projected on Table 2 are based upon current year assessed values aggregated by LCDC staff.
- b. Future property values annually increase as a result of the valuation increases generated by site-specific new developments and assumptions identified by LCDC staff. The new development value added assumptions are summarized on Table 4.
- c. Tax levies in the projection reflect anticipated adjustments pursuant to House Bill 470, which was passed by the Legislature in March 2008 (effective January 1, 2008). As a result, the computation of future tax increment revenue from the URD is exclusive of any locally approved voter levies (particularly those rates that pertain to School District 271 in Coeur d'Alene).
- d. Pursuant to Idaho State Code 2903, the base assessment roll of revenue allocation area or areas shall not exceed at any time ten percent (10%) of the current assessed valuation of all taxable property within the municipality. This is assumed to be the case for the purposes of the Table 1 projection.
- e. The LCDC sets aside 3% of annual gross tax increment revenues for the Public Art Share program.

## B. ESTIMATED TOTAL PROJECT COSTS

A determination of economic feasibility requires an identification of the potential costs associated with urban renewal of the URD. Urban renewal could require significant participation from the LCDC in activities to promote and achieve the goals and objectives of the Plan and to address deteriorating conditions. The proposed activities and programs of the URD have been prepared by LCDC staff and include operational expenses and proposed capital improvement projects, programs and activities.

The economic feasibility cash flow presented on Table 1 combines the projected annual resources with the annual expenditures assumed by the LCDC. To the extent other funding resources become available in future fiscal years, funding of additional URD expenditures not currently assumed in the Table 1 cash flow will be feasible.

The urban renewal program described in this Report outlines a set of activities to be implemented by the LCDC for the purpose of facilitating private reinvestment in the URD and eliminating physical and deteriorating influences. The estimated costs of the proposed urban renewal programs over the remaining life of the Plan are as follows:

|                              |                   |
|------------------------------|-------------------|
| OPA Loan Repayment           | \$7,336,000       |
| Operations                   | 18,259,000        |
| Other Obligations            | 12,580,000        |
| Capital Projects             | 14,931,000        |
| Future Discretionary Funding | <u>16,479,000</u> |
| Totals Projected Costs       | \$69,585,000      |

### 1. OPA Loan Repayment

The LCDC entered into various Owner Participation Agreements for the development of strategic or catalytic projects in the URD, including the Riverstone project and the McEuen Terrace project. Table 3 assumes that the LCDC will continue to enter into future participation agreements for the redevelopment of the URD as such participation opportunities become available in the future. The LCDC repays the developer loan from annual tax increment revenues generated from the respective parcels.

### 2. Operations

Operations represent the budgeted expenditures for LCDC overhead expenses including staff salaries, services and supplies, and capital outlay expenditures. An annual cost of living inflationary adjustment of 2% per year has been assumed for the operations cost detailed on Table 3.

### **3. Other Obligations**

Other obligations of the URD that are included in the LCDC adopted budget or as anticipated by staff, are detailed on Table 3. These include various principal and interest loan repayments and other public projects of benefit to the community and URD, including allocations to the Sorenson/Winston schools, Civic Corridor City Hall campus, and Education Corridor infrastructure and mill site improvements.

### **4. Capital Projects**

Capital project costs are summarized on Table 3 and are based upon budgeted capital expenditures provided by LCDC and adjusted in future years as necessary by KMA. Capital projects include land assembly and construction costs for a downtown parking structure and anticipated community public projects that include funding for the Midtown Placemaking and Midtown IHFA workforce housing projects, the McEuen Field Master Plan implementation, and the Four Corners Master Plan implementation.

### **5. Discretionary Projects**

To the extent future tax increment revenues continue to be allocated to LCDC and are sufficient to fund projected OPA loan repayments, operations, other obligations and capital projects, and there remains excess available revenues, the cash flow projection assumes that the LCDC will exercise its discretion in funding other future projects, programs or activities of benefit to the URD. As the plan reaches its termination date, it has been assumed that the LCDC will expend all available revenues in the remaining years of the projection on such discretionary projects, programs or activities.

## **C. FINANCING METHODS AVAILABLE TO THE LCDC**

The Plan, as amended, is prepared with the intent of providing the LCDC with the necessary legal authority and flexibility to implement the revitalization of the URD. The Plan authorizes the LCDC to finance the URD with financial assistance from any or all sources allowed under Idaho State law. A discussion of potential other funding sources is presented in this section.

The LCDC is granted authority to create indebtedness, issue bonds, borrow funds or obtain advances in implementing and carrying out the specific intents of an urban renewal plan. The LCDC is authorized to fund the principal and interest on the indebtedness, bond issues, borrowed funds or advances from tax increment revenue and any other funds available to the LCDC. To the extent that it is able to do so, the City may also supply additional assistance through City loans or grants for various public facilities or other project costs.

Potential revenue sources to fund project costs, as assumed in this economic feasibility cash flow, include tax increment revenues, rental income and interest earnings. The estimated resources



available to finance the anticipated urban renewal programs are summarized as follows:

|                                     |                  |
|-------------------------------------|------------------|
| Tax Increment Revenue               | \$65,930,000     |
| Other Income Sources                | 1,345,000        |
| Interest Earnings                   | 457,000          |
| Cash Balance Available (FY 2007-08) | <u>1,853,000</u> |
| Total Projected Resources           | \$69,585,000     |

**1. Tax Increment Revenues**

A summary of the projection of the incremental taxable values and resulting tax increment revenues for the URD over the remaining term of the Plan to FY 2020-21 is shown on Table 2. Tax increment revenues are based upon increases in the annual incremental assessed valuation of the URD which result from future new construction activities identified by LCDC staff. The total gross tax increment revenues for the URD projected over the remaining Plan life amounts to \$67,969,000, of which 3% would be set aside for the Public Art Share program, resulting in a net tax increment total of \$65,930,000.

**2. Rental Income**

Budgeted rental income is assumed to be available to the LCDC, as detailed on Table 3. The existing rental income is projected to increase 3% per year over the term of the projection until such time that certain sites are conveyed for future development, as assumed by LCDC staff.

**3. Interest Earnings**

The LCDC may receive interest earnings generated from funds on deposit in reserve funds, project operating funds and other special funds established for the URD. Interest earnings are based upon an assumed 3% rate and are applied to the balances available in the respective funds.

**4. Beginning Cash Balance**

The 2007-08 LCDC budget identifies a beginning cash balance totaling \$1,853,000. For purposes of this projection, the cash flow includes this cash balance amount.

**D. ECONOMIC FEASIBILITY**

The anticipated costs to implement a program of revitalization in the URD will require significant participation from the LCDC as it implements activities, which promote and achieve the goals and objectives of the Plan. Economic feasibility of the Plan, as amended, has been determined based upon the Table 1 cash flow analysis of the anticipated costs for implementation of the proposed urban renewal program to the resulting projected resources expected to be generated over the remaining life of the URD.

The economic feasibility summarized on Table 1 was created to represent one scenario of economic feasibility of the proposed amendment. At the discretion of the LCDC, other funding sources discussed above may present viable funding alternatives for economic feasibility of the amended Plan. Although the LCDC may consider other funding sources permitted in the Plan, not all of the funding sources may be available or be feasible for the LCDC to use in financing the anticipated costs.

#### **E. LIMITING CONDITIONS TO PROJECTIONS AND CONCLUSIONS**

Keyser Marston Associates, Inc. (KMA) has made extensive efforts to confirm the accuracy and timeliness of the information contained in this report. Such information was primarily provided by LCDC staff. Although KMA believes all information in this document is correct, it does not guarantee the accuracy of such and assumes no responsibility for inaccuracies in the information provided by staff. Further, no guarantee is made as to the possible effect on development of current or future federal, state, or local legislation including environmental or ecological matters.

1. The analysis contained in this document is based, in part, on data from secondary sources such as state and local government sources. While KMA believes that these sources are reliable, we cannot guarantee the accuracy of such data and assumes no responsibility for any inaccuracies in the information provided by third parties.
2. If an unforeseen change occurs in the local economy and real estate market, the conclusions contained herein would be altered and may no longer be valid.
3. The new development concept will not vary significantly from that identified in this analysis.
4. Any estimates of development costs, income and expense projections are based on the best available project-specific data as well as the experiences of similar projects. They are not intended to reflect actual commitments guaranteed by LCDC for future implementation. No warranty or representation is made that any of the estimates or projections will actually materialize.

The accompanying projections and analyses are based on estimates and assumptions, which were developed using currently available economic data, project specific data and other relevant information. It is the nature of forecasting, however, that some assumptions may not materialize and unanticipated events and circumstances may occur. Such changes are likely to be material to the projections and conclusions herein and, if they occur, will differ from the projections shown.

**Table 1**  
**Economic Feasibility Cash Flow**  
**Lake District Plan Amendment**  
**Lake City Development Corporation**  
**of the City of Coeur d'Alene**  
**(000's Omitted)**

| Plan Year:                                 | 11<br>2007-08 | 12<br>2008-09 | 13<br>2009-10 | 14<br>2010-11 | 15<br>2011-12 | 16<br>2012-13 | 17<br>2013-14 | 18<br>2014-15 | 19<br>2015-16 | 20<br>2016-17 | 21<br>2017-18 | 22<br>2018-19 | 23<br>2019-20 | 24<br>2020-21 | Memo<br>Totals |
|--------------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
| <b>I. Resources:</b>                       |               |               |               |               |               |               |               |               |               |               |               |               |               |               |                |
| Beginning Balance                          | 1,853         | 1,996         | 1,889         | 2,144         | 2,996         | 2,495         | 190           | 820           | 1,329         | 30            | 0             | 0             | 0             | 0             | 1,853          |
| Net Tax Increment (Table 2)                | 2,126         | 2,709         | 3,657         | 4,298         | 5,120         | 5,125         | 5,174         | 5,225         | 5,277         | 5,330         | 5,386         | 5,443         | 5,501         | 5,562         | 65,930         |
| Rental Income (Table 3)                    | 182           | 187           | 193           | 176           | 181           | 156           | 160           | 14            | 15            | 15            | 16            | 16            | 17            | 17            | 1,345          |
| Interest Earnings at 3% Ending Balance     | 40            | 60            | 57            | 64            | 90            | 75            | 6             | 25            | 40            | 1             | 0             | 0             | 0             | 0             | 457            |
| <b>Total Projected Resources</b>           | <b>4,201</b>  | <b>4,952</b>  | <b>5,795</b>  | <b>6,681</b>  | <b>8,386</b>  | <b>7,850</b>  | <b>5,530</b>  | <b>6,084</b>  | <b>6,660</b>  | <b>5,377</b>  | <b>5,401</b>  | <b>5,459</b>  | <b>5,518</b>  | <b>5,579</b>  | <b>69,585</b>  |
| <b>II. Expenditures:</b>                   |               |               |               |               |               |               |               |               |               |               |               |               |               |               |                |
| OPA Loan Repayment (Table 3)               | 336           | 623           | 976           | 694           | 531           | 1,201         | 1,205         | 834           | 791           | 43            | 103           | 0             | 0             | 0             | 7,336          |
| Operations (Table 3)                       | 1,143         | 1,166         | 1,189         | 1,213         | 1,237         | 1,262         | 1,287         | 1,313         | 1,339         | 1,366         | 1,393         | 1,421         | 1,450         | 1,479         | 18,259         |
| Other Obligations (Table 3)                | 594           | 849           | 811           | 754           | 3,098         | 1,097         | 1,118         | 508           | 900           | 1,425         | 1,425         | 0             | 0             | 0             | 12,580         |
| Capital Projects (Table 3)                 | 131           | 425           | 675           | 1,025         | 1,025         | 4,100         | 1,100         | 2,100         | 3,600         | 750           | 0             | 0             | 0             | 0             | 14,931         |
| Available for Other Discretionary Projects | 1,996         | 1,889         | 2,144         | 2,996         | 2,495         | 190           | 820           | 1,329         | 30            | 1,793         | 2,480         | 4,038         | 4,068         | 4,100         | 53,106         |
| Discretionary Projects (100% of Available) | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 1,793         | 2,480         | 4,038         | 4,068         | 4,100         | 16,479         |
| <b>Total Projected Expenditures</b>        | <b>2,204</b>  | <b>3,063</b>  | <b>3,651</b>  | <b>3,686</b>  | <b>5,891</b>  | <b>7,660</b>  | <b>4,710</b>  | <b>4,755</b>  | <b>6,530</b>  | <b>5,377</b>  | <b>5,401</b>  | <b>5,459</b>  | <b>5,518</b>  | <b>5,579</b>  | <b>69,585</b>  |
| <b>III. Ending Balance</b>                 | <b>1,996</b>  | <b>1,889</b>  | <b>2,144</b>  | <b>2,996</b>  | <b>2,495</b>  | <b>190</b>    | <b>820</b>    | <b>1,329</b>  | <b>30</b>     | <b>0</b>      | <b>0</b>      | <b>0</b>      | <b>0</b>      | <b>0</b>      |                |

**Table 2**  
**Tax Increment Projection**  
**Lake District Plan Amendment**  
**Lake City Development Corporation**  
**of the City of Coeur d'Alene**  
**(000's Omitted)**

|                                         | 11        | 12        | 13        | 14        | 15        | 16        | 17        | 18        | 19        | 20        | 21        | 22        | 23        | 24        | Plan<br>Termination<br>2020-21 | Memo<br>Total |
|-----------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|--------------------------------|---------------|
|                                         | 2007-08   | 2008-09   | 2009-10   | 2010-11   | 2011-12   | 2012-13   | 2013-14   | 2014-15   | 2015-16   | 2016-17   | 2017-18   | 2018-19   | 2019-20   |           |                                |               |
| <b>I. Real Property</b>                 |           |           |           |           |           |           |           |           |           |           |           |           |           |           |                                |               |
| New Development Value (Table 4)         | 431,883   | 431,883   | 548,782   | 683,366   | 774,390   | 891,110   | 908,031   | 915,160   | 922,502   | 930,065   | 937,855   | 945,879   | 954,143   | 962,655   | 962,655                        |               |
| Total Real Property                     | 0         | 116,899   | 134,584   | 91,024    | 116,720   | 16,921    | 7,129     | 7,343     | 7,563     | 7,790     | 8,024     | 8,264     | 8,512     | 8,768     | 8,768                          |               |
|                                         | 431,883   | 548,782   | 683,366   | 774,390   | 891,110   | 908,031   | 915,160   | 922,502   | 930,065   | 937,855   | 945,879   | 954,143   | 962,655   | 971,423   | 971,423                        |               |
| <b>II. Total Project Value</b>          |           |           |           |           |           |           |           |           |           |           |           |           |           |           |                                |               |
| Less Base Value                         | 431,883   | 548,782   | 683,366   | 774,390   | 891,110   | 908,031   | 915,160   | 922,502   | 930,065   | 937,855   | 945,879   | 954,143   | 962,655   | 971,423   | 971,423                        |               |
| Incremental Value Over Base             | (164,174) | (164,174) | (164,174) | (164,174) | (164,174) | (164,174) | (164,174) | (164,174) | (164,174) | (164,174) | (164,174) | (164,174) | (164,174) | (164,174) | (164,174)                      |               |
| Assumed Tax Rate                        | 267,709   | 384,908   | 519,192   | 610,216   | 728,935   | 743,857   | 750,985   | 758,328   | 765,891   | 773,681   | 781,704   | 789,969   | 798,481   | 807,248   | 807,248                        |               |
|                                         | 0.81858%  | 0.72607%  | 0.72607%  | 0.72607%  | 0.72607%  | 0.71027%  | 0.71027%  | 0.71027%  | 0.71027%  | 0.71027%  | 0.71027%  | 0.71027%  | 0.71027%  | 0.71027%  | 0.71027%                       |               |
| <b>III. Gross Tax Increment Revenue</b> |           |           |           |           |           |           |           |           |           |           |           |           |           |           |                                |               |
| Public Art Share at -3%                 | 2,191     | 2,793     | 3,770     | 4,431     | 5,278     | 5,283     | 5,334     | 5,386     | 5,440     | 5,495     | 5,552     | 5,611     | 5,671     | 5,734     | 5,734                          | 67,969        |
| Net Tax Increment Revenue               | (66)      | (84)      | (113)     | (133)     | (158)     | (159)     | (160)     | (162)     | (163)     | (165)     | (167)     | (168)     | (170)     | (172)     | (172)                          | (2,039)       |
|                                         | 2,126     | 2,709     | 3,657     | 4,298     | 5,120     | 5,125     | 5,174     | 5,225     | 5,277     | 5,330     | 5,386     | 5,443     | 5,501     | 5,562     | 5,562                          | 65,930        |

**Table 3**  
**Cash Flow Detail**  
**Lake District Plan Amendment**  
**Lake City Development Corporation**  
**of the City of Coeur d'Alene**

|                                     | 11<br>2007-08 | 12<br>2008-09 | 13<br>2009-10 | 14<br>2010-11 | 15<br>2011-12 | 16<br>2012-13 | 17<br>2013-14 | 18<br>2014-15 | 19<br>2015-16 | 20<br>2016-17 | 21<br>2017-18 | 22<br>2018-19 | 23<br>2019-20 | 24<br>2020-21 | Plan<br>Termination<br>Memo<br>Total |
|-------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|--------------------------------------|
| <b>Operations</b>                   |               |               |               |               |               |               |               |               |               |               |               |               |               |               |                                      |
| 1 Salaries & Benefits at 2% growth  | 153,453       | 156,522       | 159,653       | 162,846       | 166,102       | 169,425       | 172,813       | 176,269       | 179,795       | 183,391       | 187,058       | 190,800       | 194,616       | 198,508       | 2,451,249                            |
| 2 Services & Supplies at 2% growth  | 729,596       | 744,188       | 759,072       | 774,253       | 789,738       | 805,533       | 821,644       | 838,076       | 854,838       | 871,935       | 889,373       | 907,161       | 925,304       | 943,810       | 11,654,521                           |
| 3 Capital Outlay at 2% growth       | 260,000       | 265,200       | 270,504       | 275,914       | 281,432       | 287,061       | 292,802       | 298,658       | 304,631       | 310,724       | 316,939       | 323,277       | 329,743       | 336,338       | 4,153,224                            |
| Total Operations                    | 1,143,049     | 1,165,910     | 1,189,228     | 1,213,013     | 1,237,273     | 1,262,018     | 1,287,259     | 1,313,004     | 1,339,264     | 1,366,049     | 1,393,370     | 1,421,238     | 1,449,663     | 1,478,656     | 18,258,994                           |
| <b>Capital Projects</b>             |               |               |               |               |               |               |               |               |               |               |               |               |               |               |                                      |
| 1 Parking Structure - Land Assembly | 0             | 0             | 0             | 100,000       | 100,000       | 100,000       | 100,000       | 100,000       | 1,000,000     | 0             | 0             | 0             | 0             | 0             | 1,500,000                            |
| 2 Parking Structure - Building      | 0             | 0             | 0             | 0             | 0             | 0             | 1,000,000     | 2,000,000     | 2,600,000     | 0             | 0             | 0             | 0             | 0             | 5,600,000                            |
| 3 Community Public Projects (1)     | 131,250       | 425,000       | 675,000       | 925,000       | 925,000       | 4,000,000     | 0             | 0             | 0             | 750,000       | 0             | 0             | 0             | 0             | 7,831,250                            |
| Total Capital Projects              | 131,250       | 425,000       | 675,000       | 1,025,000     | 1,025,000     | 4,100,000     | 1,100,000     | 2,100,000     | 3,600,000     | 750,000       | 0             | 0             | 0             | 0             | 14,931,250                           |
| <b>OPA Loan Payments</b>            |               |               |               |               |               |               |               |               |               |               |               |               |               |               |                                      |
| 1 Riverstone OPA                    | 247,949       | 358,586       | 534,218       | 278,273       | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 1,419,026                            |
| 2 McEuen Terrace OPA                | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0                                    |
| 3 609 Lofts OPA                     | 18,977        | 47,539        | 48,965        | 50,435        | 51,948        | 52,342        | 53,912        | 55,530        | 151,192       | 0             | 0             | 0             | 0             | 0             | 530,840                              |
| 4 Ice Plant OPA                     | 16,321        | 34,334        | 35,364        | 36,426        | 37,518        | 37,803        | 38,937        | 40,104        | 41,308        | 42,547        | 103,299       | 0             | 0             | 0             | 463,961                              |
| 5 Chamber OPA                       | 7,940         | 31,761        | 32,714        | 33,695        | 34,708        | 35,747        | 36,820        | 37,924        | 48,693        | 0             | 0             | 0             | 0             | 0             | 300,000                              |
| 6 Northwest Place OPA               | 5,407         | 44,898        | 60,745        | 23,249        | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 134,299                              |
| 7 Parkside OPA                      | 39,144        | 105,643       | 264,108       | 272,032       | 306,731       | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 987,698                              |
| 8 Old Creamery Site Project OPA     | 0             | 0             | 0             | 0             | 100,000       | 100,000       | 100,000       | 100,000       | 100,000       | 0             | 0             | 0             | 0             | 0             | 500,000                              |
| 9 LaCrosse & NW Blvd Project OPA    | 0             | 0             | 0             | 0             | 0             | 250,000       | 250,000       | 250,000       | 0             | 0             | 0             | 0             | 0             | 0             | 750,000                              |
| 10 Appleway/Ramsey (SE) Project OPA | 0             | 0             | 0             | 0             | 0             | 100,000       | 100,000       | 100,000       | 200,000       | 0             | 0             | 0             | 0             | 0             | 500,000                              |
| 11 Appleway/Ramsey (NE) Project OPA | 0             | 0             | 0             | 0             | 0             | 250,000       | 250,000       | 250,000       | 250,000       | 0             | 0             | 0             | 0             | 0             | 1,000,000                            |
| 12 Appleway/Ramsey (NW) Project OPA | 0             | 0             | 0             | 0             | 0             | 250,000       | 250,000       | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 500,000                              |
| 13 Elks Building - Downtown OPA     | 0             | 0             | 0             | 0             | 0             | 125,000       | 125,000       | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 250,000                              |
| Total OPA Loan Payments             | 335,738       | 622,761       | 976,114       | 694,110       | 530,903       | 1,200,892     | 1,204,669     | 833,558       | 791,193       | 42,547        | 103,299       | 0             | 0             | 0             | 7,335,784                            |

**Table 3**  
**Cash Flow Detail**  
**Lake District Plan Amendment**  
**Lake City Development Corporation**  
**of the City of Coeur d'Alene**

|                                    | 2007-08 | 2008-09 | 2009-10 | 2010-11 | 2011-12   | 2012-13   | 2013-14   | 2014-15 | 2015-16 | 2016-17   | 2017-18   | 2018-19 | 2019-20 | 2020-21 | Plan Termination 24 | Memo Total |
|------------------------------------|---------|---------|---------|---------|-----------|-----------|-----------|---------|---------|-----------|-----------|---------|---------|---------|---------------------|------------|
| <b>Other Obligations</b>           |         |         |         |         |           |           |           |         |         |           |           |         |         |         |                     |            |
| 1 BNSF RR Lease                    | 12,850  | 12,850  | 0       | 0       | 0         | 0         | 0         | 0       | 0       | 0         | 0         | 0       | 0       | 0       | 0                   | 25,700     |
| 2 Kroc Center                      | 100,000 | 100,000 | 100,000 | 100,000 | 100,000   | 0         | 0         | 0       | 0       | 0         | 0         | 0       | 0       | 0       | 0                   | 500,000    |
| 3 Library Capital Cost Assistance  | 50,000  | 50,000  | 50,000  | 50,000  | 0         | 0         | 0         | 0       | 0       | 0         | 0         | 0       | 0       | 0       | 0                   | 200,000    |
| 4 UP/NICTF/BLM (\$2.6M WTB Loan)   | 113,000 | 113,000 | 113,000 | 113,000 | 2,500,000 | 0         | 0         | 0       | 0       | 0         | 0         | 0       | 0       | 0       | 0                   | 2,952,000  |
| 5 UP/NICTF/BLM (\$1.1M Debt Plan)  | 0       | 50,000  | 50,000  | 50,000  | 50,000    | 50,000    | 1,000,000 | 0       | 0       | 0         | 0         | 0       | 0       | 0       | 0                   | 1,250,000  |
| 6 Community Public Projects (2)    | 0       | 250,000 | 250,000 | 150,000 | 0         | 0         | 0         | 0       | 0       | 1,425,000 | 1,425,000 | 0       | 0       | 0       | 0                   | 3,500,000  |
| 7 728 Sherman Ave. (P&I)           | 8,819   | 8,819   | 8,819   | 8,819   | 95,033    | 0         | 0         | 0       | 0       | 0         | 0         | 0       | 0       | 0       | 0                   | 130,308    |
| 8 604 Lincoln Way (P&I)            | 9,739   | 9,739   | 9,739   | 9,739   | 9,739     | 9,739     | 9,739     | 111,879 | 0       | 0         | 0         | 0       | 0       | 0       | 0                   | 180,050    |
| 9 608 Lincoln Way (P&I)            | 12,622  | 12,622  | 12,622  | 12,622  | 12,622    | 12,622    | 12,622    | 137,470 | 0       | 0         | 0         | 0       | 0       | 0       | 0                   | 225,827    |
| 10 612 Lincoln Way (P&I)           | 4,740   | 4,740   | 4,740   | 4,740   | 39,932    | 0         | 0         | 0       | 0       | 0         | 0         | 0       | 0       | 0       | 0                   | 58,892     |
| 11 618 Lincoln Way (P&I)           | 6,207   | 6,207   | 6,207   | 6,207   | 48,715    | 0         | 0         | 0       | 0       | 0         | 0         | 0       | 0       | 0       | 0                   | 73,542     |
| 12 620 Lincoln Way (P&I)           | 4,332   | 4,332   | 4,332   | 47,090  | 0         | 0         | 0         | 0       | 0       | 0         | 0         | 0       | 0       | 0       | 0                   | 60,086     |
| 13 622 Lincoln Way (P&I)           | 45,945  | 0       | 0       | 0       | 0         | 0         | 0         | 0       | 0       | 0         | 0         | 0       | 0       | 0       | 0                   | 45,945     |
| 14 626 Lincoln Way (P&I)           | 6,186   | 7,711   | 7,711   | 7,711   | 7,711     | 51,832    | 0         | 0       | 0       | 0         | 0         | 0       | 0       | 0       | 0                   | 88,860     |
| 15 630 Lincoln Way (P&I)           | 4,162   | 4,162   | 4,162   | 4,162   | 44,850    | 0         | 0         | 0       | 0       | 0         | 0         | 0       | 0       | 0       | 0                   | 61,498     |
| 16 632 Lincoln Way (P&I)           | 6,943   | 6,943   | 6,943   | 6,943   | 6,943     | 73,535    | 0         | 0       | 0       | 0         | 0         | 0       | 0       | 0       | 0                   | 108,252    |
| 17 515 W. Garden (P&I)             | 19,939  | 19,939  | 19,939  | 19,939  | 19,939    | 214,285   | 0         | 0       | 0       | 0         | 0         | 0       | 0       | 0       | 0                   | 313,978    |
| 18 Young Ave triplex (P&I)         | 14,965  | 14,965  | 0       | 0       | 0         | 0         | 0         | 0       | 0       | 0         | 0         | 0       | 0       | 0       | 0                   | 29,930     |
| 19 Young lots (P&I)                | 10,536  | 10,536  | 0       | 0       | 0         | 0         | 0         | 0       | 0       | 0         | 0         | 0       | 0       | 0       | 0                   | 21,072     |
| 20 712 Young Avenue (P&I)          | 23,772  | 23,772  | 23,772  | 23,772  | 23,772    | 23,772    | 23,772    | 23,772  | 261,415 | 0         | 0         | 0       | 0       | 0       | 0                   | 451,591    |
| 21 815 N. 4th (P&I)                | 16,836  | 16,836  | 16,836  | 16,836  | 16,836    | 16,836    | 16,836    | 16,836  | 219,238 | 0         | 0         | 0       | 0       | 0       | 0                   | 353,926    |
| 22 211 N. 4th (P&I)                | 15,878  | 15,878  | 15,878  | 15,878  | 15,878    | 15,878    | 15,878    | 178,909 | 0       | 0         | 0         | 0       | 0       | 0       | 0                   | 290,058    |
| 23 311 Lakeside (P&I)              | 0       | 0       | 0       | 0       | 0         | 0         | 0         | 0       | 0       | 0         | 0         | 0       | 0       | 0       | 0                   | 0          |
| 24 301 Lakeside (P&I)              | 39,326  | 39,326  | 39,326  | 39,326  | 39,326    | 39,326    | 39,326    | 39,326  | 419,003 | 0         | 0         | 0       | 0       | 0       | 0                   | 733,611    |
| 25 308 CDA Ave (P&I)               | 0       | 0       | 0       | 0       | 0         | 0         | 0         | 0       | 0       | 0         | 0         | 0       | 0       | 0       | 0                   | 0          |
| 26 Library (Jameson) (P&I => FY03) | 67,236  | 67,020  | 67,020  | 67,020  | 67,020    | 589,186   | 0         | 0       | 0       | 0         | 0         | 0       | 0       | 0       | 0                   | 924,502    |
| Total Other Obligations            | 594,033 | 849,397 | 811,046 | 753,804 | 3,098,316 | 1,097,012 | 1,118,174 | 508,192 | 899,656 | 1,425,000 | 1,425,000 | 0       | 0       | 0       | 0                   | 12,579,628 |

**Table 3**  
**Cash Flow Detail**  
**Lake District Plan Amendment**  
**Lake City Development Corporation**  
**of the City of Coeur d'Alene**

|                               | 11<br>2007-08  | 12<br>2008-09  | 13<br>2009-10  | 14<br>2010-11  | 15<br>2011-12  | 16<br>2012-13  | 17<br>2013-14  | 18<br>2014-15 | 19<br>2015-16 | 20<br>2016-17 | 21<br>2017-18 | 22<br>2018-19 | 23<br>2019-20 | 24<br>2020-21 | Plan<br>Termination | Memo<br>Total    |
|-------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------------|------------------|
| <b>Rental Income</b>          |                |                |                |                |                |                |                |               |               |               |               |               |               |               |                     |                  |
| 1 Rent- 722 Young Ave Triplex | 14,280         | 14,708         | 15,150         | 15,604         | 16,072         | 16,554         | 17,051         | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0                   | 109,420          |
| 2 Rent- 712 Young Ave Duplex  | 9,839          | 9,928          | 10,226         | 10,533         | 10,849         | 11,174         | 11,509         | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0                   | 73,858           |
| 3 Rent- 728 Sherman Ave       | 11,730         | 12,082         | 12,444         | 12,818         | 13,202         | 13,598         | 14,006         | 14,426        | 14,859        | 15,305        | 15,764        | 16,237        | 16,724        | 17,226        | 0                   | 200,423          |
| 4 Rent- 308 CDA Ave           | 14,280         | 14,708         | 15,150         | 15,604         | 16,072         | 16,554         | 17,051         | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0                   | 109,420          |
| 5 Rent- 211 North 4th         | 10,200         | 10,506         | 10,821         | 11,146         | 11,480         | 11,825         | 12,179         | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0                   | 78,157           |
| 6 Rent- 311 Lakeside          | 5,100          | 5,253          | 5,411          | 5,573          | 5,740          | 5,912          | 6,090          | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0                   | 39,079           |
| 7 Rent- 301 Lakeside          | 48,865         | 48,065         | 49,507         | 50,992         | 52,522         | 54,098         | 55,720         | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0                   | 357,569          |
| 8 Rent- 632 Lincoln Way       | 5,610          | 5,778          | 5,952          | 0              | 0              | 0              | 0              | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0                   | 17,340           |
| 9 Rent- 630 Lincoln Way       | 6,630          | 6,829          | 7,034          | 0              | 0              | 0              | 0              | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0                   | 20,493           |
| 10 Rent- 626 Lincoln Way      | 8,670          | 8,930          | 9,198          | 0              | 0              | 0              | 0              | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0                   | 26,798           |
| 11 Rent- 622 Lincoln Way      | 5,610          | 5,778          | 5,952          | 6,130          | 6,314          | 0              | 0              | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0                   | 29,784           |
| 12 Rent- 620 Lincoln Way      | 7,140          | 7,354          | 7,575          | 7,802          | 8,036          | 0              | 0              | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0                   | 37,907           |
| 13 Rent- 618 Lincoln Way      | 6,630          | 6,829          | 7,034          | 7,245          | 7,462          | 0              | 0              | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0                   | 35,200           |
| 14 Rent- 612 Lincoln Way      | 7,089          | 7,302          | 7,521          | 7,746          | 7,979          | 0              | 0              | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0                   | 37,656           |
| 15 Rent- 608 Lincoln Way      | 6,630          | 6,829          | 7,034          | 7,245          | 7,462          | 7,686          | 7,917          | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0                   | 50,802           |
| 16 Rent- 604 Lincoln Way      | 7,089          | 7,302          | 7,521          | 7,746          | 7,979          | 8,218          | 8,465          | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0                   | 54,319           |
| 17 Rent- 515 W Garden         | 8,670          | 8,930          | 9,198          | 9,474          | 9,758          | 10,051         | 10,352         | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0                   | 66,434           |
| <b>Total Rental Income</b>    | <b>181,662</b> | <b>187,112</b> | <b>192,725</b> | <b>175,658</b> | <b>180,928</b> | <b>185,671</b> | <b>160,341</b> | <b>14,426</b> | <b>14,859</b> | <b>15,305</b> | <b>15,764</b> | <b>16,237</b> | <b>16,724</b> | <b>17,226</b> |                     | <b>1,344,639</b> |

(1) Includes allocations for the Sorenson/Winston Schools: Civic Corridor City Hall campus; and Education Corridor infrastructure and mill site improvements.  
(2) Includes allocations for the Midtown Placemaking and IHFA Workforce Housing; McEuen Field Master Plan Implementation; Four Corners Master Plan Implementation.

Table 4

**New Development Value Added  
Lake District Plan Amendment  
Lake City Development Corporation  
of the City of Coeur d'Alene  
(000's Omitted)**

|                                 | Est Total<br>Project Value | 12<br>2008-09  | 13<br>2009-10  | 14<br>2010-11 | 15<br>2011-12  | 16<br>2012-13 | 17<br>2013-14 | 18<br>2014-15 | 19<br>2015-16 | 20<br>2016-17 | 21<br>2017-18 | 22<br>2018-19 | 23<br>2019-20 | 24<br>2020-21 | Plan<br>Termination<br>24<br>2020-21 | Total<br>Value<br>Added |
|---------------------------------|----------------------------|----------------|----------------|---------------|----------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|--------------------------------------|-------------------------|
| 1 Riverstone                    | 125,636                    | 26,250         | 33,250         | 24,500        | 0              | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0                                    | 84,000                  |
| 2 Belle Rive                    | 225,000                    | 45,000         | 47,000         | 30,000        | 75,000         | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0                                    | 197,000                 |
| 3 McEuen Terrace                | 12,466                     | 0              | 0              | 0             | 0              | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0                                    | 0                       |
| 3 609 Sherman Lofts             | 9,000                      | 8,000          | 0              | 0             | 0              | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0                                    | 6,000                   |
| 4 Ice Plant Townhomes           | 6,500                      | 5,500          | 0              | 0             | 0              | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0                                    | 5,500                   |
| 5 Chamber of Commerce           | 4,000                      | 3,000          | 0              | 0             | 0              | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0                                    | 3,000                   |
| 6 Northwest Place               | 11,500                     | 8,000          | 3,000          | 0             | 0              | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0                                    | 11,000                  |
| 7 Park Side Tower               | 50,000                     | 17,000         | 30,000         | 0             | 0              | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0                                    | 47,000                  |
| 8 Old Creamery Site Project     | 10,000                     | 0              | 5,000          | 5,000         | 0              | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0                                    | 10,000                  |
| 9 LaCrosse & NW Blvd Project    | 20,000                     | 0              | 5,000          | 5,000         | 10,000         | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0                                    | 20,000                  |
| 10 Appleway/Ramsey (SE) Project | 15,000                     | 0              | 5,000          | 5,000         | 5,000          | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0                                    | 15,000                  |
| 11 Appleway/Ramsey (NW) Project | 20,000                     | 0              | 0              | 5,000         | 5,000          | 10,000        | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0                                    | 20,000                  |
| 12 Elks Building - Downtown     | 10,000                     | 0              | 0              | 5,000         | 5,000          | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0                                    | 10,000                  |
| 13 Appleway/Ramsey (NE) Project | 15,000                     | 0              | 0              | 5,000         | 10,000         | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0                                    | 15,000                  |
| 14 Misc New & Reappraisals      | 96,040                     | 6,149          | 6,334          | 6,524         | 6,720          | 6,921         | 7,129         | 7,343         | 7,563         | 7,790         | 8,024         | 8,264         | 8,512         | 8,768         | 0                                    | 96,040                  |
| <b>15 Totals</b>                | <b>630,142</b>             | <b>116,899</b> | <b>134,584</b> | <b>91,024</b> | <b>116,720</b> | <b>16,921</b> | <b>7,129</b>  | <b>7,343</b>  | <b>7,563</b>  | <b>7,790</b>  | <b>8,024</b>  | <b>8,264</b>  | <b>8,512</b>  | <b>8,768</b>  |                                      | <b>539,540</b>          |



Exhibit 3

ACTION BY PLANNING AND ZONING COMMISSION



# CITY OF COEUR D'ALENE

PLANNING DEPARTMENT

CITY HALL, 710 E. MULLAN  
COEUR D'ALENE, IDAHO 83816-3964  
208/769-2271

July 14, 2008

Lakes City Development Corporation  
Tony Berns, Executive Director  
105 N. 1<sup>st</sup> Street, Suite 100  
Coeur d'Alene, ID 83814

RE: Review proposed Lakes Urban Renewal District boundary changes for conformity with the Comprehensive Plan

Dear Tony:

On July 8, 2008, the Planning Commission approved the above-referenced administrative item by a 5 to 0 vote citing the following Comprehensive Plan Policies:

1. **Objective 3.11, Historic Preservation:** Encourage the protection of historic buildings and sites.

Sorensen and Winton Schools have both been a part of the City for many years and should be categorized as "Historic" and continued to be preserved.

2. **Objective 3.12, Education:** Support quality educational facilities throughout the City, from the pre-school through the university level.

The Coeur d'Alene school district considered closing Sorensen School because of the cost of repairs needed for the school to remain open. This decision raised concerns with the community and generated discussions with the school board, which led to the board's decision to keep Sorensen open as a magnet school. This decision allows children not living in the area a choice, which helps to generate a population base allowing the school to remain open.

3. **Objective 3.13, Parks:** Support the development, acquisition, and maintenance of property and facilities for current and future use, as described in the Parks Master Plan.

**Objective 3.14, Recreation:** Encourage city-sponsored and/or private recreation facilities for citizens of all ages. This includes sports fields and facilities, hiking and biking pathways, open space, passive parks, and water access for people and boats.

Winton Park should be maintained and protected because it provides a number of activities the community has enjoyed.

If you have questions or need further information, please call me at 769-2271.

Sincerely,



JOHN J. STAMSOS  
Senior Planner

JJS

Exhibit 4

SUMMARY OF ORDINANCE NO. 3337

Exhibit 4

CITY OF COEUR D'ALENE

SUMMARY OF ORDINANCE NO. 3337

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO, APPROVING THE AMENDED AND RESTATED LAKE DISTRICT URBAN RENEWAL PROJECT, INCLUDING THE SORENSON MAGNET SCHOOL, WINTON SCHOOL, AND WINTON PARK AREA (NOW REFERRED TO AS THE SECOND AMENDED AND RESTATED PLAN), WHICH SECOND AMENDED AND RESTATED PLAN INCLUDES REVENUE ALLOCATION FINANCING PROVISIONS; AUTHORIZING THE CITY CLERK TO TRANSMIT A COPY OF THIS ORDINANCE AND OTHER REQUIRED INFORMATION TO COUNTY AND STATE OFFICIALS; APPROVING THE SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COEUR D'ALENE:

SECTION 1: It is hereby found and determined that:

(a) The Project Area as defined in the Amended and Restated Lake District Urban Renewal Project, including The Sorenson Magnet School Winton School, And Winton Park Area (Second Amended and Restated Plan and the project area referred to as the "Second Amended and Restated Project Area") is a deteriorated or a deteriorating area as defined in the Law and the Act and qualifies as an eligible urban renewal area under the Law and Act.

(b) The rehabilitation, conservation, and redevelopment of the urban renewal area pursuant to the Second Amended and Restated Plan is necessary in the interests of public health, safety, and welfare of the residents of the city of Coeur d'Alene.

(c) There continues to be a need for LCDC to function in the city of Coeur d'Alene.

(d) The Second Amended and Restated Plan conforms to the Comprehensive Plan of the city of Coeur d'Alene, as evidenced by the action taken by the Planning and Zoning Commission at its July 8, 2008, meeting, a copy of which is attached hereto as Exhibit 3.

(e) The Second Amended and Restated Plan gives due consideration to the provision of adequate park and recreation areas and facilities that may be desirable for neighborhood improvement (recognizing the primary commercial component of the Second Amended and

Restated Plan, the need for overall public improvements, the proposed public open space), and shows consideration for the health, safety, and welfare of any residents or businesses in the general vicinity of the urban renewal area covered by the Second Amended and Restated Plan.

(f) The Second Amended and Restated Plan affords maximum opportunity consistent with the sound needs of the City as a whole for the rehabilitation and redevelopment of the urban renewal area by private enterprises.

(g) The Second Amended and Restated Plan provides a feasible method for relocation of any displaced families residing within the urban renewal area.

(h) The base assessment rolls of the Second Amended and Restated Project Area, including the 1997 and 2008 Project Areas along with the River District Project Area, do not exceed ten percent (10%) of the assessed value of the city of Coeur d'Alene.

SECTION 2: The City Council finds that the Second Amended and Restated Project Area and Revenue Allocation Area do not consist of predominately open land, that LCDC does not intend to acquire any open land on any widespread basis, and that the Project Area is planned to be redeveloped in a manner that will include both residential and nonresidential uses. Provided, however, the City Council finds that if portions of the Second Amended and Restated Project Area and Revenue Allocation Area are deemed "open land," the criteria set forth in the Law and Act have been met.

SECTION 3: The City Council finds that one of the Second Amended and Restated Plan objectives to increase the residential opportunity to include affordable housing does meet the sound needs of the City and will provide housing opportunity in an area that does not now contain such opportunity, and the portion of the Project Area which is identified for nonresidential uses is necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of the Coeur d'Alene Comprehensive Plan to overcome economic disuse, the need for improved traffic patterns, and the need for the correlation of this area with other areas of the City.

SECTION 4: The Second Amended and Restated Plan attached hereto as Exhibit 2 and made a part hereof, is hereby approved. As directed by the City Council, the City Clerk and/or LCDC may make certain technical corrections or revisions in keeping with the information and testimony presented at the August 19, 2008, hearing and incorporate such changes or modifications, if any.

SECTION 5: No direct or collateral action challenging the Second Amended and Restated Plan shall be brought prior to the effective date of this Ordinance or after the elapse of thirty (30) days from and after the effective date of this Ordinance adopting the Second Amended and Restated Plan.

SECTION 6: Upon the effective date of this Ordinance, the City Clerk is authorized and directed to transmit to the County Auditor and Tax Assessor of Kootenai County and to the appropriate officials of Kootenai County Board of Commissioners, School District No. 271,

Kootenai County EMS, North Idaho College and the Eastside, Worley, and Post Falls Highway Districts, and the State Tax Commission a copy of this Ordinance, a copy of the legal description of the boundaries of the Revenue Allocation Area, and a map or plat indicating the boundaries of the Revenue Allocation Area.

SECTION 7: The City Council hereby finds and declares that the Revenue Allocation Area as defined in the Second Amended and Restated Plan includes that portion of the urban renewal area (defined as the Project Area in the Second Amended and Restated Plan), the equalized assessed valuation of which the Council hereby determines is in and is part of the Second Amended and Restated Plan has increased since the 1997 Plan adoption, and is likely to continue to increase as a result of the initiation and completion of urban renewal projects pursuant to the Second Amended and Restated Plan. The base assessment roll remains as established by the passage of Ordinance 2842 on December 16, 1997, and a base assessment roll for the addition of the area included by the adoption of this Ordinance.

SECTION 8: The City Council hereby approves and adopts the following statement policy relating to the appointment of City Council members as members of LCDC's Board of Commissioners: If any City Council members are appointed to the Board, they are not acting in an ex officio capacity, but, rather, as private citizens who, although they are also members of the City Council, are exercising their independent judgment as private citizens when they sit on the Board. Except for the powers to adopt and terminate Board members and to adopt the Second Amended and Restated Plan, the City Council recognizes that it has no power to control the powers or operations of LCDC.

SECTION 9: This Ordinance shall be in full force and effect immediately upon its passage, approval, and publication and shall be retroactive to January 1, 2008, to the extent permitted by the Act with the original revenue allocation area (the 1997 Project Area) maintaining its base assessment roll of January 1, 1997.

SECTION 10: The provisions of this Ordinance are severable, and if any provision of this Ordinance or the application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

SECTION 11: One-half, plus one of the City Council members finding good cause, the City Council hereby dispenses with the rule that this Ordinance be read on three different days; two readings of which shall be in full, and have hereby adopted this Ordinance, having considered it at one reading.

SECTION 12: The Summary of this Ordinance, a copy of which is attached hereto as Exhibit 4, is hereby approved.

SECTION 13: All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

**SECTION 14: SAVINGS CLAUSE:** This ordinance does not affect an action or proceeding commenced or right accrued before this ordinance takes effect.

PASSED by the City Council of the city of Coeur d'Alene, Idaho, on this 19<sup>th</sup> day of August, 2008.

APPROVED by the Mayor of the city of Coeur d'Alene, Idaho, on this 19<sup>th</sup> day of August, 2008.

### **EXHIBITS TO THE ORDINANCE**

- |           |                                                      |
|-----------|------------------------------------------------------|
| Exhibit 1 | Notice Published in the Coeur d' Alene Press         |
| Exhibit 2 | Second Amended and Restated Plan                     |
| Exhibit 3 | Planning and Zoning Commission Finding of Compliance |
| Exhibit 3 | Ordinance Summary                                    |

### **SUMMARY OF PLAN**

The Second Amended and Restated Plan was prepared by the urban renewal agency of the City of Coeur d'Alene, aka the Lake City Development Corporation ("LCDC"), pursuant to the State of Idaho Urban Renewal Law, the Local Economic Development Act, the Idaho Constitution, and all applicable laws and ordinances and was approved by LCDC. The Second Amended and Restated Plan provides for LCDC to undertake urban renewal projects pursuant to the Idaho Urban Renewal Law of 1965 as amended. The Second Amended and Restated Plan contains a revenue allocation financing provision pursuant to the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, that will cause property taxes resulting from any increases in equalized assessed valuation in excess of the equalized assessed valuation as shown on the original base assessment roll as of January 1, 1997, and January 1, 2008, for the 2007 Eligible Area (which consists of the Sorenson Magnet School, Winton School, and Winton Park, all of which are tax exempt from ad valorem taxes and carry no base assessment value) as set forth in the Second Amended and Restated Plan, to be allocated to LCDC for the urban renewal purposes.

The general scope and objectives of the Second Amended and Restated Plan are:

1. The acquisition of certain real property;
2. The provision for participation by property owners within the Project Area;



3. The management of any property acquired by and under the ownership and control of LCDC;
4. The provision for relocation assistance to displaced Project occupants, as required by law and/or deemed necessary by LCDC;
5. The installation, construction, or reconstruction of streets, curbs, gutters, utilities, sidewalks, streetscapes, design standards, parking facilities, recreation and park amenities, art and other public improvements;
6. The disposition of property for uses in accordance with this Plan;
7. The redevelopment of land by private enterprise or public agencies for uses in accordance with this Plan;
8. The rehabilitation of structures and improvements by present owners, their successors, and LCDC;
9. The assembly of adequate sites for the development and construction of facilities for residential and commercial development and recreational opportunities;
10. To the extent allowed by law, lend or invest federal funds to facilitate redevelopment;
11. The construction of foundations, platforms, and other like structural forms necessary for the provision or utilization of air rights, sites for buildings to be used for residential, commercial, industrial, and other uses contemplated by the Plan, and to provide utilities to the development site;
12. Encourage/secure entertainment activities in applicable sites within the project area; and
13. Coordinating with the City and School District No. 271 for certain improvements to Sorenson Magnet School, Winton School, and Winton Park.

Any such land uses as described in the Second Amended and Restated Plan will be in conformance with the Comprehensive Plan of Coeur d'Alene, Idaho. Land made available will be developed by private enterprises or public agencies as authorized by law. The Second Amended and Restated Plan identifies various public and private improvements which may be made within the Urban Renewal Area.

The Second Amended and Restated Project Area boundaries herein referred to are as follows:

**[See EXHIBIT “A” attached hereto]**

The Second Amended and Restated Project Area includes the addition of the 2007 Eligible Area.

Part 3, Sections 1 through 13 discuss the proposed redevelopment actions, participation opportunities and agreements, cooperation with public bodies, property acquisition standards and requirements, including personal property, relocation, demolition, and property disposition.

Part 4, Sections 1 through 4 discuss the type of land uses authorized in the Project Area and list other controls by referencing the applicable City ordinances.

Part 4, Section 5 describes design guidelines for development.

Part 5, Section 1 summarizes the Financing Plan for the Second Amended and Restated Project Area and describes the 1997 base assessment roll and 2008 base assessment roll for the 2007 Eligible Area for the Second Amended and Restated Project Area.

The Second Amended and Restated Plan also contains a major section on financing. Among other sources, the Second Amended and Restated Plan will utilize revenue allocation financing, authorized by Chapter 29, Title 50, Idaho Code. This statute was approved in 1988 by the Idaho Legislature. Part 5 and Attachment 5 discuss revenue allocation financing and show how such financing has worked and would work in the Project Area in the future if certain new private developments occur as estimated.

Increases in assessed valuation of real and personal property in the original Project Area that occurred after 1997 and 2008 for the 2007 Eligible Area (recognizing the tax exempt nature of the area) will generate revenue for LCDC to pay project costs. Project costs include street improvements, parking facilities, and other public improvement costs. The assessed valuation of real and personal property on the base assessment roll is still available for use by the other taxing districts, city of Coeur d’Alene, Kootenai County, School District No. 271, Kootenai County EMS, North Idaho College, and the Eastside, Worley, and Post Falls Highway Districts to finance their operations. The Second Amended and Restated Plan authorizes LCDC to sell revenue bonds to finance project costs and to use annual revenue allocations to pay the debt service.

The program outlined in the Second Amended and Restated Plan emphasizes the installation of needed public improvements, street improvements, utility work, and other costs to encourage private development.

Attachment 5 describes in detail the cost and financing methods for complete repayment of the debt incurred used to finance the Project and to also fund the additional described activities.

No change in the land use designation or the potential uses in the area have been proposed. The Second Amended and Restated Plan follows the underlying zoning classifications

of the city of Coeur d'Alene. Proposals for certain zone changes are made in the Second Amended and Restated Plan.

Part 6 describes cooperative activities by LCDC with the City.

The duration of the Second Amended and Restated Plan is for twenty-four (24) years, which expires in 2021. A termination process is described in Part 6, Section 3 of the Plan. LCDC is required to prepare an annual report each year describing its activities during the previous year.

Section 7 describes the procedure for amendment to the Second Amended and Restated Plan.

### **ATTACHMENTS TO THE SECOND AMENDED AND RESTATED PLAN**

|              |                                                                                                                                                                                                |
|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Attachment 1 | Description of Second Amended and Restated Project Area and Revenue Allocation Area Boundaries                                                                                                 |
| Attachment 2 | Map of Second Amended and Restated Project Area and Revenue Allocation Area Boundaries                                                                                                         |
| Attachment 3 | Private Properties Which May be Acquired by LCDC                                                                                                                                               |
| Attachment 4 | Map Depicting Expected Land Uses and Current Zoning within Second Amended and Restated Revenue Allocation Area and Project Area                                                                |
| Attachment 5 | Statement of Proposed Public Improvements, Costs, Revenues, Tax Impacts, Financing Methods and Implementation Plan (the 2008 Economic Feasibility Study prepared by Keyser-Marston Associates) |

The full text of Ordinance \_\_\_\_\_ is available at the offices of the City Clerk located at the Coeur d'Alene City Hall, 710 East Mullan Avenue, Coeur d'Alene, Idaho 83814.

THIS SUMMARY APPROVED by the Mayor and City Council this 19th day of August, 2008.

---

Sandi Bloem, Mayor

ATTEST:

---

Susan Weathers, City Clerk

I, Michael C. Gridley, City Attorney for the City of Coeur d'Alene, Idaho, declare that in my capacity as City Attorney of the City of Coeur d'Alene, pursuant to Idaho Code Section 50-901A(3) of the Idaho Code as amended, and I hereby certify that I have reviewed a copy of the above Summary of Ordinance, have found the same to be true and complete, and provide adequate notice to the public of the contents, including the exhibits, of Ordinance No. 3337.

DATED this 19<sup>th</sup> day of August, 2008.

---

City Attorney, City of Coeur d'Alene, Idaho

INFORMATION SECTION  
Including  
Correspondence  
Board, Commission, Committee Minutes

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

| FUND                                           | BALANCE<br>6/30/08  | RECEIPTS            | DISBURSE-<br>MENTS  | BALANCE<br>7/31/08  |
|------------------------------------------------|---------------------|---------------------|---------------------|---------------------|
| General-Designated                             | \$589,727           | \$3,916             | \$20,609            | \$573,034           |
| General-Undesignated                           | 1,244,533           | 15,079,126          | 10,836,977          | 5,486,682           |
| <u>Special Revenue:</u>                        |                     |                     |                     |                     |
| Library                                        | (91,055)            | 387,095             | 97,564              | 198,476             |
| Cemetery                                       | 13,180              | 13,990              | 36,426              | (9,256)             |
| Parks Capital Improvements                     | 738,091             | 19,161              | 188,071             | 569,181             |
| Impact Fees                                    | 3,545,737           | 45,436              | 15,200              | 3,575,973           |
| Annexation Fees                                | 404,337             | 60,866              |                     | 465,203             |
| Insurance                                      | 1,933,946           | 44,563              | 2,267               | 1,976,242           |
| <u>Debt Service:</u>                           |                     |                     |                     |                     |
| 2000, 2002 & 2006 G.O. Bonds                   | 988,679             | 550,190             |                     | 1,538,869           |
| LID Guarantee                                  | 265,976             | 1,016               |                     | 266,992             |
| LID 124 Northshire/Queen Anne/Indian Meadows   | 19,977              |                     |                     | 19,977              |
| LID 127 Fairway / Howard Francis               | 26,210              |                     |                     | 26,210              |
| LID 129 Septic Tank Abatement                  | 195,388             | 344                 |                     | 195,732             |
| LID 130 Lakeside / Ramsey / Industrial Park    | 93,930              | 1,119               |                     | 95,049              |
| LID 133 E Sherman/Gravel Sts/Forest Prk Paving | 332                 |                     |                     | 332                 |
| LID 143 Lunceford / Neider                     | 5,726               | 1,210               |                     | 6,936               |
| LID 145 Government Way                         | 49,200              |                     |                     | 49,200              |
| LID 146 Northwest Boulevard                    | 169,567             | 7,531               |                     | 177,098             |
| LID 148 Fruitland Lane Sewer Cap Fees          | 17,549              |                     |                     | 17,549              |
| <u>Capital Projects:</u>                       |                     |                     |                     |                     |
| Street Projects                                | 439,798             | 1,297               |                     | 441,095             |
| 2006 GO Bond Capital Projects                  | 690,165             | 6,321               | 401,787             | 294,699             |
| <u>Enterprise:</u>                             |                     |                     |                     |                     |
| Street Lights                                  | 154,314             | 44,500              | 36,867              | 161,947             |
| Water                                          | (654,844)           | 1,675,113           | 335,737             | 684,532             |
| Water Capitalization Fees                      | 2,087,674           | 37,407              | 1,270,689           | 854,392             |
| Wastewater                                     | 15,062,674          | 659,120             | 482,579             | 15,239,215          |
| Wastewater-Reserved                            | 1,473,185           | 26,500              |                     | 1,499,685           |
| WWTP Capitalization Fees                       | 2,948,656           | 78,049              |                     | 3,026,705           |
| WW Property Mgmt                               | 60,668              |                     |                     | 60,668              |
| Sanitation                                     | 73,976              | 282,408             | 247,609             | 108,775             |
| Public Parking                                 | 578,600             | 11,657              | 13,582              | 576,675             |
| Stormwater Mgmt                                | 431,095             | 116,027             | 45,712              | 501,410             |
| Water Debt Service                             | -                   |                     |                     | -                   |
| Wastewater Debt Service                        | 486                 | 1                   |                     | 487                 |
| <u>Trust and Agency:</u>                       |                     |                     |                     |                     |
| Kootenai County Solid Waste Billing            | 191,177             | 216,941             | 191,177             | 216,941             |
| LID Advance Payments                           | 419                 | 301                 |                     | 720                 |
| Police Retirement                              | 1,334,791           | 75,977              | 48,937              | 1,361,831           |
| Cemetery P/C                                   | 2,089,561           | 2,112               | 3,564               | 2,088,109           |
| Sales Tax                                      | 1,217               | 1,157               | 1,217               | 1,157               |
| Fort Sherman Playground                        | 5,050               | 11                  |                     | 5,061               |
| Jewett House                                   | 16,758              | 5,095               | 1,471               | 20,382              |
| KCATT                                          | 3,357               | 7                   |                     | 3,364               |
| Reforestation                                  | (342)               |                     |                     | (342)               |
| Street Trees                                   | 200,533             | 7,329               | 17,466              | 190,396             |
| Community Canopy                               | 985                 | 2                   |                     | 987                 |
| CdA Arts Commission                            | 5,668               | 732                 | 5,117               | 1,283               |
| Public Art Fund                                | 71,135              | 152                 | 9,300               | 61,987              |
| Public Art Fund - LCDC                         | 109,560             | 235                 |                     | 109,795             |
| Public Art Fund - Maintenance                  | 103,440             | 222                 | 53                  | 103,609             |
| KMPO - Kootenai Metro Planning Org             | 25,527              | 48,740              | 9,297               | 64,970              |
| BID                                            | 114,436             | 11,833              |                     | 126,269             |
| Homeless Trust Fund                            | 292                 | 303                 | 292                 | 303                 |
| GRAND TOTAL                                    | <u>\$37,831,042</u> | <u>\$19,525,112</u> | <u>\$14,319,567</u> | <u>\$43,036,587</u> |

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
TEN MONTHS ENDED  
31-Jul-2008

| FUND OR<br>DEPARTMENT | TYPE OF<br>EXPENDITURE | TOTAL<br>BUDGETED | SPENT THRU<br>7/31/2008 | PERCENT<br>EXPENDED |
|-----------------------|------------------------|-------------------|-------------------------|---------------------|
| Mayor/Council         | Personnel Services     | \$177,165         | \$138,254               | 78%                 |
|                       | Services/Supplies      | 19,184            | 16,639                  | 87%                 |
| Administration        | Personnel Services     | 471,791           | 380,628                 | 81%                 |
|                       | Services/Supplies      | 315,561           | 21,027                  | 7%                  |
| Finance               | Personnel Services     | 597,890           | 490,933                 | 82%                 |
|                       | Services/Supplies      | 173,480           | 137,524                 | 79%                 |
| Municipal Services    | Personnel Services     | 744,968           | 576,921                 | 77%                 |
|                       | Services/Supplies      | 520,023           | 398,381                 | 77%                 |
|                       | Capital Outlay         | 14,000            | 13,643                  | 97%                 |
| Human Resources       | Personnel Services     | 196,632           | 162,360                 | 83%                 |
|                       | Services/Supplies      | 48,000            | 25,784                  | 54%                 |
| Legal                 | Personnel Services     | 1,122,598         | 917,573                 | 82%                 |
|                       | Services/Supplies      | 88,921            | 75,639                  | 85%                 |
|                       | Capital Outlay         |                   |                         |                     |
| Planning              | Personnel Services     | 471,106           | 373,881                 | 79%                 |
|                       | Services/Supplies      | 75,300            | 35,550                  | 47%                 |
| Building Maintenance  | Personnel Services     | 296,516           | 181,860                 | 61%                 |
|                       | Services/Supplies      | 227,120           | 180,507                 | 79%                 |
|                       | Capital Outlay         | 18,000            | 12,835                  | 71%                 |
| Police                | Personnel Services     | 7,682,206         | 6,443,162               | 84%                 |
|                       | Services/Supplies      | 902,434           | 484,237                 | 54%                 |
|                       | Capital Outlay         | 147,612           | 124,314                 | 84%                 |
| Fire                  | Personnel Services     | 5,479,301         | 4,611,040               | 84%                 |
|                       | Services/Supplies      | 400,633           | 353,298                 | 88%                 |
|                       | Capital Outlay         |                   |                         |                     |
| General Government    | Personnel Services     | 38,400            | 5,735                   | 15%                 |
|                       | Services/Supplies      | 1,610,940         | 1,367,516               | 85%                 |
| Byrne Grant (Federal) | Services/Supplies      | 136,392           | 42,705                  | 31%                 |
| COPS Grant            | Services/Supplies      | 58,061            | 35,640                  | 61%                 |
| CdA Drug Task Force   | Services/Supplies      | 149,340           | 134,789                 | 90%                 |
|                       | Capital Outlay         |                   |                         |                     |
| Streets               | Personnel Services     | 1,745,130         | 1,430,845               | 82%                 |
|                       | Services/Supplies      | 567,600           | 450,250                 | 79%                 |
|                       | Capital Outlay         | 122,000           | 80,549                  | 66%                 |
| Engineering Services  | Personnel Services     | 523,072           | 334,772                 | 64%                 |
|                       | Services/Supplies      | 936,916           | 145,270                 | 16%                 |
|                       | Capital Outlay         |                   |                         |                     |

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
TEN MONTHS ENDED  
31-Jul-2008

| FUND OR<br>DEPARTMENT         | TYPE OF<br>EXPENDITURE | TOTAL<br>BUDGETED | SPENT THRU<br>7/31/2008 | PERCENT<br>EXPENDED |
|-------------------------------|------------------------|-------------------|-------------------------|---------------------|
| Parks                         | Personnel Services     | 1,137,525         | 866,522                 | 76%                 |
|                               | Services/Supplies      | 373,291           | 229,331                 | 61%                 |
|                               | Capital Outlay         | 132,500           | 105,184                 | 79%                 |
| Recreation                    | Personnel Services     | 557,957           | 421,880                 | 76%                 |
|                               | Services/Supplies      | 151,127           | 82,169                  | 54%                 |
|                               | Capital Outlay         | 114,433           | 54,589                  | 48%                 |
| Building Inspection           | Personnel Services     | 783,216           | 649,250                 | 83%                 |
|                               | Services/Supplies      | 51,105            | 37,244                  | 73%                 |
| Total General Fund            |                        | <u>29,379,446</u> | <u>22,630,230</u>       | <u>77%</u>          |
| Library                       | Personnel Services     | 839,559           | 686,442                 | 82%                 |
|                               | Services/Supplies      | 170,553           | 148,061                 | 87%                 |
|                               | Capital Outlay         | 75,000            | 67,154                  | 90%                 |
| Cemetery                      | Personnel Services     | 167,483           | 131,426                 | 78%                 |
|                               | Services/Supplies      | 111,255           | 73,585                  | 66%                 |
|                               | Capital Outlay         | 15,000            | 27,897                  | 186%                |
| Impact Fees                   | Services/Supplies      | 585,000           | 248,894                 | 43%                 |
| Annexation Fees               | Services/Supplies      | 230,000           | 230,000                 | 100%                |
| Parks Capital Improvements    | Capital Outlay         | 737,500           | 373,365                 | 51%                 |
| Insurance                     | Services/Supplies      | 350,500           | 313,307                 | 89%                 |
| Total Special Revenue         |                        | <u>3,281,850</u>  | <u>2,300,131</u>        | <u>70%</u>          |
| Debt Service Fund             |                        | <u>2,372,479</u>  | <u>2,366,160</u>        | <u>100%</u>         |
| Ramsey Road                   | Capital Outlay         |                   |                         |                     |
| Govt Way                      | Capital Outlay         |                   |                         |                     |
| Ped Ramps                     | Capital Outlay         |                   |                         |                     |
| Atlas Road                    | Capital Outlay         |                   |                         |                     |
| 4th St - Anton to Timber      | Capital Outlay         |                   | 527                     |                     |
| Ironwood                      | Capital Outlay         |                   |                         |                     |
| 15th Street - Best to Dalton  | Capital Outlay         | 250,000           |                         |                     |
| Seltice Way                   | Capital Outlay         |                   |                         |                     |
| Atlas Signals                 | Capital Outlay         |                   |                         |                     |
| Front Street                  | Capital Outlay         |                   |                         |                     |
| GO Bond - Refunding & Misc    | Capital Outlay         |                   | 11,900                  |                     |
| Library Building              | Capital Outlay         | 300,000           | 639,022                 |                     |
| Fire Dept GO Bond Expenditure | Capital Outlay         | 2,940,015         | 1,421,589               |                     |
| Total Capital Projects Funds  |                        | <u>3,490,015</u>  | <u>2,073,038</u>        | <u>59%</u>          |



CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
TEN MONTHS ENDED  
31-Jul-2008

| FUND OR<br>DEPARTMENT         | TYPE OF<br>EXPENDITURE | TOTAL<br>BUDGETED          | SPENT THRU<br>7/31/2008    | PERCENT<br>EXPENDED |
|-------------------------------|------------------------|----------------------------|----------------------------|---------------------|
| Street Lights                 | Services/Supplies      | 560,203                    | 374,557                    | 67%                 |
| Water                         | Personnel Services     | 1,379,833                  | 1,062,922                  | 77%                 |
|                               | Services/Supplies      | 2,941,071                  | 1,350,570                  | 46%                 |
|                               | Capital Outlay         | 1,660,000                  | 1,000,238                  | 60%                 |
|                               | Debt Service           | 320,000                    | 320,727                    | 100%                |
| Water Capitalization Fees     | Services/Supplies      | 960,000                    | 1,268,589                  | 132%                |
| Wastewater                    | Personnel Services     | 1,887,548                  | 1,443,532                  | 76%                 |
|                               | Services/Supplies      | 3,740,921                  | 1,255,711                  | 34%                 |
|                               | Capital Outlay         | 7,443,386                  | 1,536,498                  | 21%                 |
|                               | Debt Service           | 1,498,881                  | 602,096                    | 40%                 |
| WW Capitalization             | Services/Supplies      | 2,482,683                  |                            |                     |
| Sanitation                    | Services/Supplies      | 3,025,984                  | 2,514,066                  | 83%                 |
| Public Parking                | Services/Supplies      | 240,982                    | 148,306                    | 62%                 |
|                               | Capital Outlay         |                            | 27,901                     |                     |
| Stormwater Mgmt               | Personnel Services     | 377,365                    | 287,964                    | 76%                 |
|                               | Services/Supplies      | 634,804                    | 289,196                    | 46%                 |
|                               | Capital Outlay         | 492,000                    | 149,329                    | 30%                 |
| Total Enterprise Funds        |                        | <u>29,645,661</u>          | <u>13,632,202</u>          | <u>46%</u>          |
| Kootenai County Solid Waste   |                        | 2,000,000                  | 1,639,271                  | 82%                 |
| Police Retirement             |                        | 249,170                    | 194,278                    | 78%                 |
| Cemetery Perpetual Care       |                        | 101,500                    | 83,641                     | 82%                 |
| Jewett House                  |                        | 35,338                     | 13,272                     | 38%                 |
| Reforestation                 |                        | 54,000                     | 7,461                      | 14%                 |
| Street Trees                  |                        |                            | 62,518                     |                     |
| Community Canopy              |                        |                            | 375                        |                     |
| CdA Arts Commission           |                        | 5,700                      | 6,730                      | 118%                |
| Public Art Fund               |                        | 25,000                     | 19,000                     | 76%                 |
| Public Art Fund - LCDC        |                        | 61,000                     | 1,729                      | 3%                  |
| Public Art Fund - Maintenance |                        | 4,000                      | 3,330                      | 83%                 |
| Fort Sherman Playground       |                        | 2,000                      | (15)                       | -1%                 |
| KMPO                          |                        | 480,000                    | 203,624                    | 42%                 |
| Business Improvement District |                        | 126,000                    | 85,000                     | 67%                 |
| Homeless Trust Fund           |                        | 4,000                      | 2,871                      | 72%                 |
| Total Trust & Agency          |                        | <u>3,147,708</u>           | <u>2,323,085</u>           | <u>74%</u>          |
| TOTALS:                       |                        | <u><u>\$71,317,159</u></u> | <u><u>\$45,324,846</u></u> | <u><u>64%</u></u>   |