

Coeur d'Alene

CITY COUNCIL MEETING

September 18, 2007

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

A JOINT MEETING OF THE
COEUR D'ALENE CITY COUNCIL
AND KOOTENAI COUNTY COMMISSIONERS
HELD ON AUGUST 30, 2007 AT 7:00 A.M.
AT THE BREAKFAST NOOK

A continued meeting of the City Council was held at the Breakfast Nook, at 1719 N. 4th Street, Coeur d'Alene, on August 30, 2007 at the hour of 7:00 a.m. there being present upon roll call a quorum.

Sand Bloem, Mayor

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

Ron Edinger)	Members of the Council Absent
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Staff: Susan Weathers, Wendy Carpenter, Mike Gridley, Troy Tymesen, Wendy Gabriel.

KOOTENAI COUNTY:

Rick Currie)	Members of Commission Present
Todd Tondee)	
Rich Piazza)	

Staff: Sandy Maitland.

CALL TO ORDER: Mayor Bloem called the meeting to order.

COUNTY IMPACT FEE STUDY: Commissioner Todd Tondee reported that the County has put out a proposal to all fire districts, highway districts and various county departments to see who would be interested in participating in the capital improvement plan. He anticipated approximately 18 different agencies participating in this study. Tonight, they will be selecting the contractor. It is anticipated that the capital improvement study will be completed within 10-12 weeks, Mayor Bloem asked if they foresaw any legislation that would affect the impact fees. He noted that currently the Jail is not able to be a part of the capital impact. So far, they have had Hoffman and BBC consulting firms present proposals for completing their study.

AFFORDABLE HOUSING: Councilman Kennedy reported that currently there are two tracks under way in regard to affordable housing. The first track, is the second phase for the BBC block grant which will be done by the second week in September and then the City will have a public hearing in the second week of October. This means that the City will be directly receiving the \$300,000 Federal Community Block Grant funding. Although the plan is not completed yet, the LCDC is working on improvements to the Midtown area. One of the projects being looked at for this area is affordable housing.

The second track is the Kootenai Perspective series of workshops that were held which were very successful. A follow up meeting will be held some time in September with members from the workshop to continue discussion on affordable housing. He announced that the Head of the Federal Interagency Council on Homelessness will be in Coeur d'Alene on October 11th and he invited the Commissioners to attend this meeting. Councilman Kennedy further noted that their goal is to develop a 10-year plan to end homelessness. Commissioner Tondee commented that the County is trying to determine what their role is in affordable housing. At the last Kootenai Perspective meeting it was recommended that an oversight committee be formed to oversee all the different areas of operation. Councilman Kennedy noted that it would be helpful if the County could provide an inventory of their land available for affordable housing. Commissioner Piazza recommended that Councilman Kennedy contact Assessor Mike McDowell who could provide him a map of available land. Commissioner Currie asked that if the County approved land for affordable housing, that it have the capability of being annexed into a City. Commissioner Piazza stated that he does not see how constructing affordable housing 10-15 minutes away from where people work helps since the cost of fuel makes it too prohibitive for low income families.

GRAFFITI: City Administrator Wendy Gabriel reported that the Mayor had received an e-mail requesting that a county-wide effort be done to eliminate graffiti. Chief Wendy Carpenter reported that with the increased gang activity in this area, it is important to eliminate their graffiti as this is their form of communication. Commissioner Currie believes that the graffiti should be removed as soon as possible but sometimes it is removed too fast. Chief Carpenter commented that she has heard it both ways eliminating it immediately or letting it stay for a while. Councilman Goodlander believes that there is a lack of knowledge in our citizenry on the level of gang activity in our community. She noted that the City's Police Department is developing a gang unit. She also believes that the City needs to do an educational campaign for the citizens on what the graffiti means. Chief Carpenter responded that it is planned to take the Police Department's presentation to the Schools and then to the community. Councilman Hassell suggested that the presentation be done at a Chamber Upbeat Breakfast. Commissioner Currie believes that the community is not aware of the extent of gang activity and noted that a \$2,000,000 home had recently been purchased with cash by a local gang. Councilman Goodlander noted the strain of resources, as an example there are 74 known Aryan members in our city and those 74 members constituted 3,000 police contacts last year. The Commissioners and City Council agreed to further review this issue together.

ANIMAL SHELTER: Commissioner Currie had requested his staff to bring the Commissioners a recommendation of how they can work with the City on this issue. He noted that the County does have a piece of property at the transfer station that could be used for a regional facility. He believes that there is a need and wants to work with the city to resolve this issue. City Administrator Wendy Gabriel asked if the City oversized their facility would the county be interested in partnering with the city. Commissioner Currie responded that they would be willing to do any partnership with any community to oversize their facility to accommodate the county's needs as well. He noted that out of all the calls that 911 receives 74% is related to animals. Councilman McEvers asked if Kootenai Humane Society is involved. Administrator Gabriel responded that if we use the transfer facility site, then they would not be interested in partnering with that facility. Commissioner Currie noted that he hoped the Council realizes that land is the least of the cost, but it is the ongoing costs to maintain the facility and the County is intending to participate in the ongoing costs of a facility. Finance Director, Troy Tymesen, noted that the Coeur d'Alene Tribe is also interested in participating. Commissioner Currie also noted that when the transfer station is closed, then a portion of this property could possibly be used for a dog park.

URBAN RENEWAL: Mayor Bloem announced that LCDC, the City and AIC are all on the same page to correct the state laws to remove schools from the urban renewal district taxing formula. She also asked that if the Commissioners have any concerns with urban renewal that they contact the City. Commissioner Tondee voiced concerns on the structural fill being removed at the northwest corner of Huetter and Seltice and it is being transferred to Riverstone West. He asked who has oversight on the Riverstone West as it looks like it may impact the Centennial Trail. Councilman Reid noted that the County would since it is not in the City limits of Coeur d'Alene and it is not an LCDC project. City Attorney Gridley noted that he is in contact with the project manager and he will provide the County with contact information.

FAIRGROUNDS UPDATE: City Administrator Wendy Gabriel asked what the County's plans are for the fairgrounds facility and in particular an event center. Commissioner Currie reported that they received bids and will be opening them next Tuesday. The feedback during the Fair resulted in 85% respondents saying there is a need for an event center and in regard to the question of, are you willing to pay, the response was a little less than those who said there is a need. The problem is there is also a need for a new jail which would be funded through the 1/2 cent sales tax option. He noted that they are planning on placing these two issues on next November's ballot. Mayor Bloem asked if taxpayers would have to subsidize an event center. Commissioner Tondee said that at least in the beginning taxpayers will probably subsidize this facility. Troy Tymesen noted that the City does have a concern of the size of such a facility and if the city has the capacity to provide wastewater service to this facility. Commissioner Currie assured the City that they will work with the City regarding this issue.

Councilman Goodlander asked what at point will the County not have enough room for the Fairgrounds in light of the need to expand the jail and the construction of an event center. Commissioner Currie noted that although the parking looked as if it were at capacity during the Fair, they had more than ample space.

PUBLIC INFORMATION TV: Councilman McEvers commented that he hopes the County is still interested in televising the County Commissioners meetings. He noted that a package for equipment is being presented to the School Board so they can air their meetings. He also would like to have the County do a television show and the city would be willing to work with NIC to do this. Commissioner Currie believes that communication is the key and he is very receptive to airing county meetings. Councilman McEvers asked if there was anyone at the County that he could contact to follow through with the airing of Commissioner meetings. Commissioner Curried noted that James Martin could assign an individual in the IS Department.

MUTUAL LEGISLATION: Commissioner Currie noted that one of the major concerns the Idaho Association of Counties will be the push to raise the liquor tax. He believes that the liquor retailers realize that the tax has not been raised since 1966 and so they would not protest this proposed legislation. Councilman Reid noted that the ITD Board is looking to take some of the liquor tax and if there is an increase they want it all. Commissioner Tondee noted that NIBCA is looking at the current statues regulating contractor registration as they wants to require a license and not just registration.

Commissioner Tondee noted that the County does charge a fee to title companies to provide maps and photos of houses. Now the request is coming form the City, Commissioner Currie said that they could probably charge the city less than they do commercial entities. Commissioner Tondee noted that since MLS no longer provides the county with sales values on homes, it has created a huge increase in workload for the County Assessor and so they will be preparing regulations to address this issue.

Mayor Bloem asked if the County will be taking a position on the Highways Districts' proposal to raise the gasoline tax. She also noted that the Association of Idaho Cities is also proposing the remove of the 10,000 population cap on the resort city sales tax. Commissioner Currie noted that this will not be an issue for the County. Mayor Bloem noted that the area mayor's are in agreement to eliminate the 10,000 population cap.

Councilman Goodlander explained that during the last legislative session they removed the enhancements on juveniles whose crimes are gang related. The prosecuting attorneys would like to see these laws reinstated.

Commissioner Currie expressed his appreciation in having these meetings.

Mayor Bloem invited the Commissioners to the Library dedication on Sunday, September 9th.

ADJOURNMENT: Motion by McEvers, seconded by Goodlander to adjourned the meeting. The meeting adjourned at 8:45 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 COEUR D'ALENE CITY HALL
SEPTEMBER 4, 2007**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Hall September 4, 2007 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

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

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

PUBLIC COMMENTS:

JEWETT HOUSE: Joan Orr, 838 N. 7th, noted that former Mayor Don Johnston provided that a senior retired couple was to be the maintenance residence of the Jewett House; however, today there are other arrangements made for care of the Jewett House. She commented that the Deed of Trust dedicates the Jewett House to be for the sole use of seniors. She also believes that weddings should not be permitted at the Jewett House. Councilman Reid responded that the amendments to the Trust allow the City have up to 10 weddings per year to help offset the cost of maintaining the facility. She also noted that this is a house that is provided for the use by senior citizens which is different than a Senior Center facility.

SANDERS BEACH PROPERTY PROPOSAL: Jerry Frank, 1415 E. Lakeshore, recalled that he had made an offer to open the beach in front of his house for public use, and he now asks for a time limit on his offer as he needs to make a decision on the landscaping. He needs to replace the sidewalk by the end of September so he needs to have an answer to determine if he needs to replace the sidewalk or not. City Administrator Wendy Gabriel commented that she believes that staff will have some possible solutions on the sidewalk by the end of September.

Harold Hocker, 1413 E. Spokane Avenue, believes that people are twisting things around to suite their needs and it is about time that we get some attorneys to tell the City what they should be doing.

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

1. Approval of minutes for August 21, 2007.
2. Setting the Public Works Committee and General Services Committee meetings for September 10, 2007 at 4:00 p.m.
3. RESOLUTION 07-055: 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 DECLARING CERTAIN COMPUTER HARDWARE AS SURPLUS PROPERTY; APPROVAL OF A CONTRACT WITH KOOTENAI COUNTY FOR ELECTION SERVICES; RENEWAL OF DOCK LEASES FOR (A) LAKE COEUR D' ALENE CRUISES, (B) BROOKS SEAPLANE AND (C) COEUR D' ALENE PARASAIL & WATER SPORTS; RENEWAL OF LEASE AGREEMENT WITH GORDON AND DAWNA ANDREA FOR FUNTASTIC FOOD CONCESSIONS; RENEWAL OF USE AGREEMENT WITH COEUR D' ALENE SOCCER ASSOCIATION; APPROVAL OF A CONSULTING SERVICES AGREEMENT WITH AMERICAN APPRAISAL FOR THE CITY'S CAPITAL ASSET VALUATION; APPROVAL OF CHANGE ORDER NO. 10 WITH CONTRACTOR'S NORTHWEST FOR POLYMER EQUIPMENT REPLACEMENT; APPROVAL OF A RAILROAD CROSSING AGREEMENT WITH BURLINGTON NORTHERN SANTA FE; APPROVAL OF SS-15-04 ACCEPTANCE OF IMPROVEMENTS WITH MAINTENANCE/WARRANTY AGREEMENT FOR STAGECOACH COMMERCIAL PARK; APPROVAL OF THE LANDINGS AND HAWK'S NEST ANNEXATION AGREEMENT AMENDMENTS; APPROVAL OF S-3-07 FINAL PLAT APPROVAL AND SUBDIVISION IMPROVEMENT AGREEMENT FOR SORBONNE ADDITION AND APPROVAL OF A PROVISION FOR FACILITY UTILIZATION AGREEMENT WITH KOOTENAI MEDICAL CENTER, DEPARTMENT OF REHABILITATION SERVICES.
4. RESOLUTION 07-056: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NO PARKING ZONE ON FRONT STREET ADJACENT TO MCEUEN TERRACE.
5. Setting of public hearing for V-07-2 - Vacation of portion of right-of-way on Seltice Way adjacent to Coeur d'Alene Honda for October 2, 2007.
6. Authorizing a group of Volunteer Eagle and Boy Scouts to mark out, flag and clear the brush for a hiking trail on Canfield Mountain.
7. Setting of public hearings: ZC-2-49 - Allowing ingress/egress onto Foster Avenue at 702 N. 4th Street for October 16, 2007; ZC-11-07 - Zone Change at 304 & 306 W. Haycraft for October 2, 2007; ZC-12-07 - Zone Change at 1036 N. 15th for October 2, 2007; ZC-13-07 - Zone Change at 1003 N. 15th for October 2, 2007.
8. Approval of Beer/Wine license transfer for the Office Tavern.
9. SS-4-07 - Final Plat Approval for Stovall Condominiums
10. SS-5-07 - Final Plat Approval for Pam and Steve Condominiums.

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

COUNCIL ANNOUNCEMENTS:

COUNCILMAN GOODLANDER : In reference to the recent allegations made regarding LCDC's operations including financial reporting not being in compliance with Idaho Code, she responded that the School District 271 is not impacted by LCDC as taxpayers make up the difference, which the cities are going to ask the State Legislature to correct. She also responded to other allegations from this small group of citizens, here is an Impact Statement for the City's Urban Plan which is available for public review. Although there are just a few citizens that are trying to get the rest of the citizens upset with the Urban Renewal District, Lake City Development Corporation has done a tremendous amount of good. She reiterated that the Urban Renewal District does follow the Idaho Law, that it does have an Impact Statement and the School District has stated that they are in support of the Urban Renewal District.

She also noted that the Lake City Senior Center, which was not in existence in 1978, serves the senior community well and that the Jewett House is available for seniors although it does not work as an activity center for seniors due to lack of space. She also noted that a member of the Jewett family routinely visits the home and has expressed her pleasure in how well the city is operating the home.

MAYOR BLOEM: Mayor Bloem announced that at 2:00 p.m. on Sunday, September 9th we will be dedicating the new Library.

APPOINTMENT - DESIGN REVIEW COMMITTEE: Motion by Reid, seconded by Goodlander to appoint Rick McKernan to the Design Review Committee. Motion carried.

ADMINISTRATOR'S REPORT: City Administrator Wendy Gabriel announced that the public is invited to the official Library dedication of our new Library on the 9th of September at 2:00 p.m. The Library will then be officially open for business beginning Monday, September 10, 2007. The public is also invited to join the City at an upcoming Community-Wide Meeting to give input into the future plans for the Coeur d'Alene Police Department and meet incoming Police Chief Wayne Longo, on Wednesday, September 12, 2007, 6:30 to 8:30 p.m., Coeur d'Alene City Hall - Council Chambers. Mrs. Gabriel went on to announce the various job opportunities available with the City and announced that the Street crews have started their fall striping program. Because of cooler temperatures and usually a rain shower or two, City staff anticipate completion of the street striping process by the 3rd week in Sept. On October 11th, the CDA TV Committee will be conducting a Candidates Debate to be aired live on CDA TV Channel 19. Citizens are encouraged to provide questions for this debate by submitting their questions on the City's web site at www.cdavid.org. She also announced that the City

does have a water conservation rebate program. She pointed out that there is an Eagles and Boy Scout group that will be marking trails on Canfield Mountain as their project.

ICE SKATING RINK AT COEUR D'ALENE RESORT: Jon Ingalls brought forward the item from the General Services Committee explaining the proposed ice skating rink to be located at the Coeur d'Alene Resort. Bill Reagan, 2491 E. Hanley, representing the Coeur d'Alene Resort noted that the rink will encroach onto the 12' sidewalk about 5'. Motion by Goodlander, seconded by Edinger to approve the request to allow the Coeur 'Alene Resort to utilize the public/city owned grass area to test market ice-skating this winter. Motion carried.

ORDINANCE NO. 3309
COUNCIL BILL NO. 07-1031

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING CITY CODE SECTIONS 5.28.030, 5.28.050, 5.28.060, 5.32.030, 5.48.030, 5.48.060, 5.52.020, 5.60.020, 5.64.045, 5.64.120, 5.68.040, 5.68.050; PROVIDING CLARIFICATION OF BUSINESS LICENSE APPLICATION PROCESS AND TO MAKE TECHNICAL CORRECTIONS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Goodlander, seconded by Edinger to pass the first reading of Council Bill No. 07-1031.

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

Motion by Edinger, seconded by Hassell to suspend the rules and to adopt Council Bill No. 07-1031 by its having had one reading by title only.

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

ORDINANCE NO. 3310
COUNCIL BILL NO. 07-1032

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 2.82.010 TO DELETE REFERENCE TO STAGGERING TERMS FOR THE PEDESTRIAN AND BICYCLE ADVISORY COMMITTEE MEMBERSHIP AS IT WAS ESTABLISHED IN 2004; SECTION 8.12.030 TO CLARIFY FIREWORKS STAND PERMITTED OPERATION DATES AND TIMES; SECTION 8.12.040 TO REPEAL SECTION "C";

SECTION 8.24.060 TO AMEND MOORING TIMES AND AREAS; SECTION 15.24.220 TO CORRECT A CLERICAL ERROR BY CHANGING R-38 TO R-34 AND ADDING NEIGHBORHOOD COMMERCIAL AND COMMUNITY COMMERCIAL ZONING DISTRICTS; SECTION 15.24.320 TO CLARIFY THE REMOVAL OF DANGEROUS SIGNS WITHOUT NOTICE; SECTION 15.24.480 TO DELETE THE WORD 'PROHIBITED' FROM THE TITLE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Goodlander, seconded by Hassell to pass the first reading of Council Bill No. 07-1032.

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

Motion by Edinger, seconded by Hassell to suspend the rules and to adopt Council Bill No. 07-1032 by its having had one reading by title only.

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

ORDINANCE NO. 3311
COUNCIL BILL NO. 07-1033

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 8.24.050 TO PROHIBIT SWIMMING & WADING IN THE POND AT RIVERSTONE PARK AND SECTION 10.40.030 TO PROHIBIT TOY VEHICLES AT CHERRY HILL PARK; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Goodlander, seconded by Hassell to pass the first reading of Council Bill No. 07-1033.

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

Motion by Edinger, seconded by Goodlander to suspend the rules and to adopt Council Bill No. 07-1033 by its having had one reading by title only.

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

WATER SERVICE OUTSIDE CITY LIMITS: Mayor Bloem recused herself from this issue due to a conflict of interest. Councilman Reid noted that the City's current policy does not allow service outside the city limits. She explained that the City had conducted a 201 Water Study which determined the capacity of which the city can draw from the aquifer and to ensure our citizens have an adequate supply of clean water, the City developed the policy not to provide water service outside the city limits. Kent Phelps, 1894 N. Johnson Road, owner of the subject property, would like to subdivide his county lot and construct another home on his parcel and requested the city extend their water service to the new home. He doesn't believe he is asking for additional water because he believes he could just extend the water from his home to the new residence. Councilman Hassell noted that one of the problems is if we do it for one or two or three residents outside the city limits, there would be no reason for people on the outskirts of the city to annex into the City. Additionally, if there is a problem in the overall system, the City residents would be responsible for making those repairs and those who are on the system, but not in the city, would not share in this cost. Councilman Edinger also noted that it has been the policy that if a residence meets the criteria for extending service outside the City limits it is for one home and not for the property owners to subdivide their lots and construct more homes. Motion by Reid, seconded by Goodlander to uphold the current policy for extending water service outside the City limits and to deny Mr. Phelps' request based on the policy that service is for water to existing homes and not for issues created by the current owner such as subdividing lots and building additional homes in the County. Motion carried.

RESOLUTION 07-057

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ANNEXATION AGREEMENT WITH SMS INVESTMENTS, LLC.

Motion by Reid, seconded by McEvers to adopt Resolution 07-057.

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

ORDINANCE NO. 3312 COUNCIL BILL NO. 07-1036

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 27, TOWNSHIP 51, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.050, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #38; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT

HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Reid, seconded by McEvers to pass the first reading of Council Bill No. 07-1036.

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

Motion by Reid, seconded by McEvers to suspend the rules and to adopt Council Bill No. 07-1036 by its having had one reading by title only.

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

ORDINANCE NO. 3313
COUNCIL BILL NO. 07-1035

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REPEALING MUNICIPAL CODE SECTION 8.04.070(B); ADOPTING A NEW CHAPTER 8.06 ENTITLED BURNING AND SMOKING ON PUBLIC PROPERTY; ADOPTING NEW SECTIONS 8.06.010, 8.06.020 AND 8.06.030 TO PROHIBIT BURNING OR OPEN FIRES ON CITY OWNED PROPERTY, TO PROHIBIT SMOKING AND OTHER ACTIVITIES CAPABLE OF GENERATING AN OPEN FLAME DURING STAGE I OR HIGHER FIRE RESTRICTIONS AS DECLARED BY THE IDAHO DEPARTMENT OF LANDS AND DECLARING ANY VIOLATION OF CHAPTER 8.06 TO BE A MISDEMEANOR PUNISHABLE BY A FINE NOT TO EXCEED \$1,000 OR BY IMPRISONMENT BY UP TO 180 DAYS OR BOTH; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Reid, seconded by Kennedy to pass the first reading of Council Bill No. 07-1035.

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

Motion by Edinger, seconded by McEvers to suspend the rules and to adopt Council Bill No. 07-1035 by its having had one reading by title only.

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

RESOLUTION 07-058

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A CONTRACT FOR EMPLOYEE CONSULTING SERVICES WITH RICHARD F. SUCHOCKI AND GEORGIA A. SUCHOCKI, HUSBAND AND WIFE.

Motion by Hassell, seconded by Kennedy to adopt Resolution 07-058.

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

PUBLIC HEARING - V-07-1 - VACATION OF EXCESS RIGHT-OF-WAY ON 8TH STREET, KELLER'S ADDITION: Mayor Bloem read the rules of order for this public hearing. City Engineer Gordon Dobler gave the staff report.

Mr. Dobler gave the applicant's names as Matthew and Amie Anderson and the request as a vacation of ten feet (10') of excess right-of-way along their property frontage located in Lot 1, Block 2, Keller's Addition on 8th Street.

Mr. Dobler explained that the Keller's Addition was platted in 1906 which included an 80' right-of-way for 8th Street. A number of the plats that were approved in that period of the early 1900's all had rights-of-way for 8th Street at 80'; however, all the streets were built to a thirty-four foot (34') standards, thus leaving considerable excess right-of-way. In the 1940's the City vacated a portion of excess right-of-way of 8th Street to the north of the subject property.

Mr. Dobler reported that a total of 73 mailings were sent with 6 responses 1 in favor, 1 opposed and 4 neutral. Written responses were distributed for Council review.

PUBLIC COMMENTS: Amie Anderson, 802 E. Elm, applicant, does not intend to remove the trees although the trees will remain in the right-of-way even with the vacation. Carol Goetzmen, 1032 N. 8th, noted that her only concern was the trees and since she learned that they will remain, she would like to remove her opposition. She also presented the City Council with a check for \$100.00 as a donation towards the planting of a street tree.

MOTION: Motion by Edinger, seconded by Reid to approve the requested vacation of excess right-of-way on 8th Street in Keller's Addition. **ROLL CALL:** Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Reid, Aye; Edinger, Aye; Hassell, Aye; Motion carried.

PUBLIC HEARING - 2007-2008 CITY BUDGET: Mayor Bloem read the rules of order for this public hearing. Finance Director Troy Tymesen gave the staff report.

Mr. Tymesen presented the proposed budget for 2007-2008 beginning October 1, 2007. This budget is an estimate for this coming year's expenses of \$66,679,040. He reviewed

the Council's top ten priorities that are included in this proposed budget. He noted that the levy rate will be at \$4.20/\$1,000 net assessed property valuation compared to a 1997 levy rate of \$5.41/\$1,000 net assessed property valuation. He explained that the 3% budget increase limit is based on the largest amount of general fund previously budgeted. He noted that the city's new growth is estimated at \$200,000,000 which is how the City can continue to provide additional staff to keep up with growth. He further explained how the changes in a home's valuation affect how much property taxes are paid to the City. He stressed that the City's budget is a forecast and estimate as is the City's Fund balance. He explained that the City self-funds its liability with a current fund balance just short of \$2,000,000 which allows the City to save on paying insurance premiums. He concluded that this budget has been on the City's web site for about 5 weeks and this is the 3rd presentation he has provided on the proposed budget at the City Council meetings.

Councilman Kennedy noted that there might be some confusion about last year's budget and asked Mr. Tymesen to explain. Mr. Tymesen responded that at the next City Council meeting, the amended budget will be brought forward. He did note that annually budgets are amended because of unforeseen additional revenues received and expenses incurred. In response to Councilman Reid's request, Mr. Tymesen explained that about 50% of the General Fund Budget comes from property taxes and the remaining 50% comes from revenues such as sales tax, liquor tax, gas tax, Interfund Transfers from the Enterprises Funds (fees for service funds – water, wastewater, street lights, stormwater), permits/license fees, and grant funds. Councilman Reid noted that one of the reasons the City needs to annually amend the budget is because the revenues from these other sources change from what was estimated at the beginning of the fiscal year.

PUBLIC COMMENTS: Mark Fowler, 116 Borah Avenue East, does not believe he received the services for the amount of property taxes he paid. Harold Hocker, 1413 E. Spokane Ave. asked, that with the interest-only loans, what the City would do when these loans come due for the homeowner. He believes that the outlook is not good for the City.

ORDINANCE NO. 3314
COUNCIL BILL NO. 07-1034

AN ORDINANCE ENTITLED "THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2007" APPROPRIATING THE SUM OF \$66,679,040 TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF COEUR D'ALENE FOR SAID YEAR; LEVYING A SUFFICIENT TAX UPON THE TAXABLE PROPERTY WITHIN SAID CITY FOR GENERAL REVENUE PURPOSES FOR WHICH SUCH APPROPRIATION IS MADE; LEVYING SPECIAL TAXES UPON THE TAXABLE PROPERTY WITH SAID CITY FOR SPECIAL REVENUE PURPOSES WITHIN THE LIMITS OF SAID CITY OF COEUR D'ALENE, IDAHO; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE HEREOF.

Motion by Reid, seconded by Goodlander to pass the first reading of Council Bill No. 07-1034.

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

Motion by Reid, seconded by Goodlander to suspend the rules and to adopt Council Bill No. 07-1034 by its having had one reading by title only.

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

RECESS: Mayor Bloem called for a recess at 8:05 p.m. The meeting returned to regular session at 8:18 p.m.

PUBLIC HEARING - PUD-4-07/S-7-07: Mayor Bloem and Councilman Edinger declared a conflict of interest and recused themselves from the hearing. No ex parte communication was declared by the remaining Council. Mayor Pro Tem Reid read the rules of order for this public hearing. John Stamsos, Senior Planner, gave the staff report.

Mr. Stamsos gave the applicant's name as Fernan Lake Preservation LLC, the location as a 22.2 acre 8-lot subdivision on a private street in the R-3 zoning District and the request is for a "Fernan Heights PUD" on a 7.03 acre portion of the subdivision with the R-3 zoning district.

Mr. Stamsos presented a photo review of the subject property and described the various slopes of this property including the proposed lot lines and locations of the houses. He noted that an erosion control plan and a site disturbance plan have been prepared as required by the City's Hillside Overlay regulations.

He reported that a total of 15 notices for tonight's public hearing were mailed on August 17th with a total of 2 responses being received both neutral to the issue. Written comments were distributed for Council review. Mr. Stamsos read a letter from the Fernan Lake Conservation and Recreation Association which expressed their support of the proposed PUD plan. Roland Craft, a member of the Coeur d'Alene Audubon Society, also expressed his support of the proposed plan. A letter from the Idaho Fish and Game Department commented that the proposed undeveloped portion of the proposed PUD/Subdivision does have a Heron Rookery and is also the location of Osprey and Bald Eagle nesting sites.

Mr. Stamsos went on to give the staff analyses for Comprehensive Plan, land use, utilities, street trees and traffic/streets.

Mr. Stamsos reported that on July 10, 2007 the Planning Commission approved the requested PUD and plat and on July 24, 2007 an appeal was received on the Planning Commission's decision. On July 31, 2007 the City Council set tonight's public hearing.

PUBLIC COMMENTS: Phil Boyd, 1626 Lincoln Way, spoke as the primary proponent, presented a PowerPoint presentation explaining the project including the conceptual lot layout, water system extension plan, sewer service plan, and a stormwater management plan.

Kent Butler, 101 Theis Drive, Fernan Lake Village, spoke as the primary opponent, voiced his concerns of the fragile nature of the hillside geography and its impact on Fernan Lake. He explained he appealed this request as he believes it is in conflict with the Fernan Lake Watershed Plan. He also believes that the Hillside Infill requirements would not allow this development. He believes that a high standard should be set for developing this hillside and that science dictates the Council's decision. Finally, he questioned the financial viability of the PUD for sustaining the infrastructure.

Councilman Kennedy asked Deputy City Attorney Warren Wilson to clarify the 35% slope requirements. Mr. Wilson noted that the 35% slope could be amended through a PUD.

Ron Douglas, 214 Lakeview Drive, Fernan Village, spoke in support of the PUD and noted that the majority of the property will remain undeveloped which will benefit the public overall for future generations. He also noted that if the Council did approve the PUD this would set a precedent for the rest of the lake. Mary Ann Tierney, 201 Bruce Dr., Fernan Village, encouraged the Council to approve this proposal. Eugene Marano, 324 W. Garden Avenue, spoke in support of this development.

Pat Acuff, 112 Hazelwood Drive, Fernan Village, reported that he has been working on this project for about 10 years and the goal was always to preserve the hillside and the PUD was their means of recouping their costs in purchasing the property. He noted that it is their plan to donate the remaining property as a natural parkland for the City. In response to Mr. Butler's concerns, Mr. Acuff believes that this project will help to maintain the integrity of Fernan Lake and the hillside. Councilman Kennedy noted that according to the applicant, that during the nesting season there would be minimal construction. Mr. Acuff noted that the nesting season occurs in February and they do not anticipate much construction during that time, at least they do not anticipate any adverse effects to the Rookery from construction.

Rann Haight, PO Box 1752, Coeur d'Alene, project architect, spoke in rebuttal to the primary opponent. He noted that in order to offset the cost of purchasing this land to preserve its natural state, it was determined that 7 homes would need to be constructed. The goal was to construct homes to a standard that met City requirements as well as preserved the natural state of the hillside.

In response, Kent Butler noted that in regard to Councilman Kennedy's comments about the sewer system, he commented that his concern lies with the homeowners association that if a pump failed the association could be burdened with a \$10,000 bill.

COUNCIL DISCUSSION: Councilman Goodlander recalled the concerns of the viability of Fernan Lake and believes that this proposed development would have the least possible impact on the lake. She also expressed her appreciation for the developer looking at the topography first and then determining where the homes would best fit.

MOTION: Motion by Goodlander, seconded by McEvers to approve the PUD-4-07 and the subdivision plat for Lake Fernan Heights and to adopt the Findings and Order of the Planning Commission.

DISCUSSION: Councilman Hassell commented that he sees a lot more planning and thought for preservation of the natural areas on this hillside and believes that staff will assure the run-offs will be maintained. Additionally, since the developer is willing to go up the hill and extend the water line, he sees no problem with this proposal. Councilman Kennedy expressed his appreciation of Mr. Butler's comments and believes that the best growth is managed growth and with this area being developed to preserve the hillside it is worthwhile. Councilman McEvers commented that the bottom line is to protect Fernan Lake and believes that this is the intention of this development.

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

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

The meeting recessed at 9:55 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC, City Clerk

RESOLUTION NO. 07-059

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF A LEASE AGREEMENT WITH HAGADONE HOSPITALITY, INC. FOR A DEMONSTRATION ICE SKATING RINK; APPROVAL OF A MEDIA SERVICES AGREEMENT WITH JEFF CROWE D/B/A BUNKHOUSE MEDIA FOR THE CITY'S TELEVISION PRODUCTION SERVICES AND APPROVING THE DECLARATION OF SURPLUS PROPERTY – 1986 MACK FIRE ENGINE.

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

- 1) Approval of a Lease Agreement with Hagadone Hospitality, Inc. for a demonstration Ice Skating Rink;
- 2) Approval of a Media Services Agreement with Jeff Crowe d/b/a Bunkhouse Media for the City's television production services;
- 3) Approving the declaration of surplus property – 1986 Mack Fire Engine;

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 3" 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 18th day of September, 2007.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

LEASE AGREEMENT

This lease made this **18th day of September, 2007**, between the **City of Coeur d'Alene**, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "Lessor," pursuant to resolution adopted at a meeting of the City Council of said City held on the 18th day of September, 2007, and **Hagadone Hospitality, Inc.**, a corporation organized pursuant to the laws of the State of Idaho, hereinafter referred to as the "Lessee."

WITNESSETH:

For Five Hundred Dollars and No/100 (\$500.00) and other good and valuable consideration the Lessor does hereby lease and rent unto the Lessee, the property shown on the map attached hereto, marked as Exhibit "A" and made a part hereof by reference, to be used for solely for an ice skating area.

1. Term: The term of this lease shall be from October 15, 2007 to February 1, 2008.
2. Purpose and Construction: The purpose of this agreement is to allow Lessee to construct and maintain a demonstration ice skating facility, which shall be open to the public during all operating hours, on the leased property to determine the viability of operating a permanent ice skating facility in the downtown area.
3. Hours of Operation: Lessee agrees to not operate the ice skating facility or conduct maintenance operations between the hours of 11:00 p.m. and 7:00 a.m.
4. Maintenance: During the term of this lease, maintenance of the leased property and ice skating facility shall be the sole responsibility of Lessee.
5. Alterations: Lessee shall not make any permanent alterations to the leased property without the written consent of Lessor.
6. Improvements and Fixtures: Lessee shall remove all improvements and fixtures placed by Lessee on the leased property within fourteen (14) days after the end of the term of this agreement. In the event that all improvements and fixtures are not timely removed, Lessor may remove the improvements and fixtures and charge the costs to Lessee who agrees to pay the costs and a 25% administrative charge within fourteen (14) days of the request for payment being provided to the Lessee.
7. Restoration of Property: Lessee agrees to fully restore the leased property to its pre-existing condition including but not limited to replacing and/or repairing damaged sod and sprinkler system components. The property will be restored as soon as is practicable following the end of the term of this agreement.

8. Liability: The Lessee covenants to hold the Lessor harmless from any and all demands, loss or liability resulting at any time or times from injury to or the death of any person or persons and/or from damage to any and all property occurring from the negligence or other fault or omission of the Lessee, Lessee's agents, employees and/or patrons in and about the leased property, on or about or during activities associated with Lessee's use, or resulting from noncompliance with any law, ordinance, or regulation respecting the condition, use, occupation, sanitation or safety of the leased property or any part thereof. To this end, the Lessee shall at its own expense obtain a policy or contract of insurance or comprehensive liability plan naming the Lessor as an additional insured, which policy, contract or plan shall insure against loss for personal injury or death or property damage in an amount of at least One Million Dollars (\$1,000,000). Insurance coverage shall include coverage for those claims which arise in and about the leased premises as defined above. A copy of such policy shall be filed in the office of the City Clerk together with a certificate of insurance showing such policy to be in effect at all times during the term of this lease. The certificate of insurance in a form acceptable to the City shall provide at least thirty (30) days written notice to the Lessor prior to cancellation of the policy.

9. Alcoholic Beverages: The Lessee shall not dispense by gift, sale or otherwise, or allow anyone else on the leased property to dispense by gift or sale, or otherwise, any alcoholic beverage.

10. Time is of the Essence: Time is of the essence of this lease.

11. Notice: All notices and other communications required or permitted under this Agreement shall be in writing and shall be deposited in the United States mail, registered or certified, return receipt requested, or by hand delivery (including by means of a professional messenger service) addressed to the party for whom it is intended at its address set forth below:

Lessor:
City Clerk,
710 E. Mullan Avenue,
Coeur d'Alene, Idaho 83814.

Lessee:
Bill Reagan, General Manager
Hagadone Hospitality, Inc.
PO Box 7200
Coeur d' Alene, Idaho 83816

12. Taxes: Lessee will be responsible for any taxes assessed on the real property which is the subject matter of this lease.

13. Assignment and Subletting: Lessee may not assign, transfer, or encumber this Lease or any interest herein, sublet the leased property, or any part thereof, or otherwise encumber the leased property without the written consent of the Lessor.

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

15. Venue and Choice of Law: Should any legal claim or dispute arise between the Lessor and the Lessee, the proper place of venue shall be in the First Judicial District, Kootenai County, Idaho and laws of Idaho shall apply.

16. Terms Binding: The terms and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, and assigns of the respective parties.

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

LESSOR:
CITY OF COEUR D'ALENE

LESSEE:
HAGADONE HOSPITALITY, INC.

By: _____
Sandi Bloem, Mayor

By: _____
Bill Reagan, General Manager

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of September, 2007, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

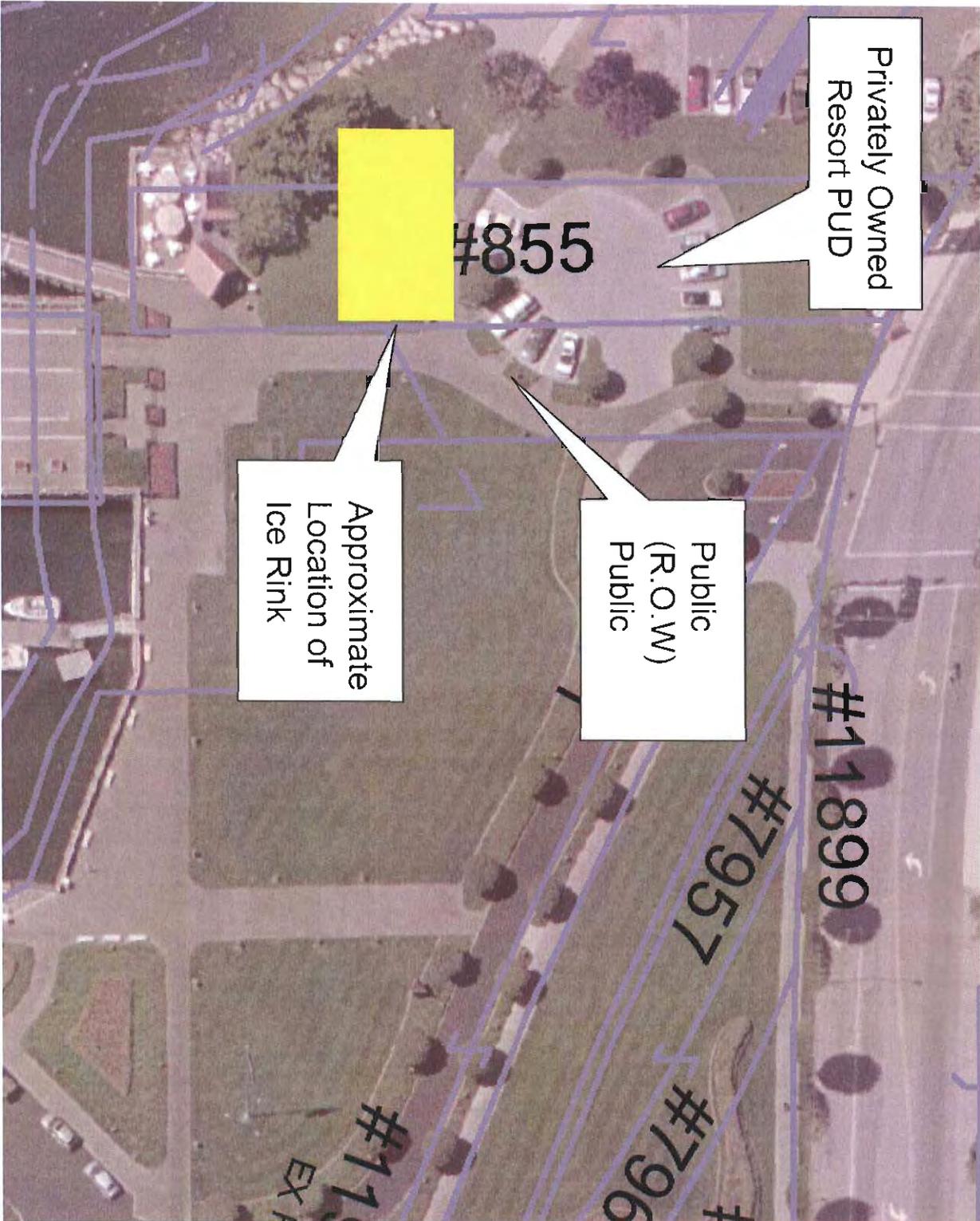
Notary Public for Idaho
Residing at _____
My Commission expires: _____

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

On this \_\_\_\_\_ day of September, 2007, before me, a Notary Public, personally appeared **Bill Reagan**, known or identified to me to be the General Manager of **Hagadone Hospitality, Inc.** and the person who executed the foregoing instrument on behalf of said company, and acknowledged to me that such company 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: \_\_\_\_\_



Attachment

**GENERAL SERVICES  
Staff Report**

**DATE:** September 10, 2007

**FROM:** Susan Weathers, Municipal Services Director/City Clerk

**SUBJECT:** CDA TV Production Services

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**DECISION POINT:**

Would the City Council approve renewing the contract with Jeff Crowe for the City's television production services through Bunkhouse Media?

**HISTORY:**

Jeff Crowe's current contract expires this month and staff is recommending that the City renew their contract with Mr. Crowe d/b/a Bunkhouse Media. Over the past year, the City has benefited from Mr. Crowe's expertise in the area of television production and programming and it is through his efforts and his staff that CDA TV has been able to expand their production and programming on Channel 19.

**FINANCIAL ANALYSIS:**

The contract amount of \$84,000 has been budgeted and approved by the City Council.

**PERFORMANCE ANALYSIS:**

By contracting with Jeff Crowe it provides the City a greater depth of personnel that could support and produce the City's television channel compared to hiring one full-time employee.

**DECISION POINT/RECOMMENDATION:**

It is recommended by that Committee recommend the Council approve the contract renewal with Jeff Crowe d/b/a Bunkhouse Media for the continued operation of the City's television channel.

PROFESSIONAL SERVICES AGREEMENT  
between  
CITY OF COEUR D'ALENE  
and  
JEFF CROWE  
for  
MULTI-MEDIA SERVICES

THIS Agreement, made and entered into this 18th day of September, 2007, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and **JEFFREY D. CROWE**, hereinafter referred to as the "Consultant,"

WITNESSETH:

Section 1. Employment of Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

Section 2. Scope of Services.

A. Consultant shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A."

B. Consultant shall perform all of the services required by this Agreement coordinated with the City Clerk. Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City. Consultant shall not otherwise subcontract work or services under this Agreement without the prior written approval of the City, with the exception of NIC trained personnel. The City of CDA, through its representative, shall have final decision on products to be aired. Additionally, the Consultant shall work collaboratively with the City of Coeur d'Alene CDATV Committee.

Section 3. Independent Contractor: The parties agree that Consultant is the independent contractor of City and in no way an employee or agent of City and is not entitled to workers compensation or any benefit of employment with City. City shall have no control over the performance of this agreement by Consultant or its employees, except to specify the time and place of performance. City shall have no responsibility for security or protection of Consultant's supplies or equipment.

Section 3A. Worker's Compensation. The Consultant agrees to maintain Worker's Compensation coverage during the term of this Agreement as required by Idaho Code Section 72-101 through 72-806 or to provide the City with written proof that Consultant is exempted from the requirement of carrying Worker's Compensation coverage. Should the Consultant fail to maintain such insurance during the entire term hereof, the Consultant shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Consultant shall furnish to the City, prior to commencement of

the work, such evidence as the City may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the City, a surety bond in an amount sufficient to make such payments.

Section 4. Time of Performance. The initial period of services under this Professional Services Agreement shall begin October 1, 2007 and shall continue through September 30, 2008. Project deliverables shall be completed in a timeframe as agreed upon by the parties, in accordance to the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A." The City Audio/Video Team liaison, the City Clerk or her designee, will schedule meetings with Consultant for progress updates and schedule reviews as needed.

Section 5. Renewals. This agreement may be renewed for additional 180-day period(s), but only by the mutual written agreement of the parties. Negotiated renewals must be completed prior to the end of any existing period of this agreement.

Section 6. Compensation.

A. City agrees to pay Consultant as compensation the sum of Seven Thousand Dollars and No/100's (\$7,000.00), per month which shall be payable once each month. Consultant shall submit an invoice of service on the last business day of the specific month, with payment on the following Monday or other day, whichever is later in time, as determined by the city manual check payment schedule and policy. Compensation for services shall include the purchase of supplies and minor equipment, as well as, payment to student interns (for channel operational staffing Council Chamber productions, and two monthly off-site productions – currently: "CdA Now" and "Inside CdA").

B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, and use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties. The parties understand and agree that, except as otherwise provided in this Section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 7. Termination of Agreement

A. Termination of Agreement for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, reports, (production components and media,) or other material prepared by the Consultant under this agreement shall, at the option of the City, become the property of the City.

B. Termination for Convenience of City. The City or Consultant may terminate this Agreement at any time by giving thirty (30) days written notice to the other party of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 7A above shall, at the option of the City, become the property of the City.

C. Compensation Upon Termination. Upon an early termination of this agreement the final compensation amount shall be determined by dividing the monthly payment amount by the number of days in the final month of performance divided by the actual number of days of the month prior to the termination date.

Section 8. Interest of Members of City and Others. No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 9. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

Section 10. Intellectual Property. The City shall retain all rights, title and interest (including, without limitation, all copyrights, patents, service marks, trademarks, trade secret and other intellectual property rights) in and to all technical or internal designs, methods, ideas, concepts, know-how, techniques, generic documents and templates that have been previously developed by the City or that are developed by the Consultant during the course of the provision of the services under this contract related to the scope of services. To the extent that Consultant may include, use or provide proprietary information or other protected materials belonging to the Consultant, the Consultant agrees that the City shall be deemed to have a fully paid up license to make copies of the Consultant owned materials as part of this engagement for its internal business purposes and provided that such materials cannot be modified or distributed outside the City without the written permission of Consultant.

Section 11. Audits and Inspection. This Agreement anticipates an audit by the city of Coeur d'Alene, and infrequent or occasional review of Consultant's documents by City staff. During normal business hours, there shall be made available for examination all of the Consultant's records with respect to all matters covered by this Agreement and will permit representatives of the City to examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoiced materials, payrolls, records, or personnel conditions of employment, and other data relating to all matters covered by this Agreement.

Section 12. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

Section 13. Non-Waiver. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

Section 14. Permits, Laws and Taxes. The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement. All actions taken by the Consultant under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

Section 15. Relationship of the Parties. The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

Section 16. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 17. Modifications. The City and Consultant may modify the terms and conditions of this agreement. Before any modification has force and effect it must be in writing and signed by both parties.

Section 18. Hold Harmless.

A. The Consultant agrees to indemnify, defend and hold the City, its officers, agents and employees harmless from any and all damages or liability arising out of the acts, errors, omissions, or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from Consultant's performance of this Agreement in any way whatsoever.

B. The City agrees to indemnify, defend and hold harmless the Consultant from any and all damages or liability arising from the airing of City approved programming.

Section 19. Standard of Performance and Insurance.

A. The Consultant shall maintain automobile liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, of the Idaho Code.

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession.

C. Prior to work under this Agreement, the Consultant shall furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide cancellation notice information that assures at least thirty-(30) days written notice to the City prior to cancellation of the policy for any reason.

IN WITNESS WHEREOF, this Agreement executed the day and year first written above.

CITY OF COEUR D'ALENE

JEFFREY D. CROWE

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

\_\_\_\_\_  
Jeffrey D. Crowe

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Name/Title



## **Exhibit "A"**

### **SCOPE OF SERVICES**

The Consultant shall insure that all services relating to the operation of CDA TV, currently Channel 19, are timely; specifically, but not limited to:

- Organizing, scheduling, and production of City government programming
- Coordinating, broadcasting, and recording live government meetings and hearings including, but not limited to, the following:
  - 24 City Council public meetings
  - 12 Planning and Zoning public meetings
  - 12 Parks & Recreation public meetings
  - 12 Lake City Development Corporation meetings
  - 6 weekly updates per week
  - 6 additional or specialty meetings
  - 2 City ½ hour productions
  - Candidates Forum
  - Public Forums/Joint Workshops
  - CDA Now productions
  - Inside CDA productions
  - Mayor's Show
  - Coverage of election cycles
- Producing, editing, and re-broadcasting government meetings and hearings
- Production of public service announcements and informational bulletin board
- Providing public relations with local schools, civic organizations, and city-wide departments to seek education, government, and other public informative broadcast materials
- Training volunteers regarding equipment and studio operations
- Making professional technical recommendations for the operations of the cable channel, including but not limited to equipment upgrades
- Keeping NEXUS and Post Production computer updates current
- Establishing contacts to keep PSA's & programming filler current & changing
- Facilitating maintenance of TV/video facilities
- Facilitating continued growth of CDA TV services including, but not limited to, the following:
  - Coeur d'Alene City promotional/P.R. videos
  - Fire & Police training and awareness videos
  - Jewett House history
  - New library tour
  - Coeur d'Alene department training
- Providing media consulting services for City of Coeur d'Alene departments
- Attending cable committee meetings

## **Exhibit "A"**

The City requires the following tangible documents be created and provided the City as they relate to the operations and procedures of the government channel:

- Schematics of the equipment in the city cable studio, as upgrades and changes are made
- Step by step procedures manual in how to operate the studio for the production of live broadcasts, for recording live meetings or hearings, for the creation and broadcast of the informational bulletin board
- Implementations and phasing for future equipment upgrades (as approved and budgeted by the City)
- Daily programming schedule
- Complete and accurate inventory of all equipment and supplies in the studio

# **GENERAL SERVICES COMMITTEE STAFF REPORT**

**DATE:** September 10, 2007  
**FROM:** Kenny Gabriel, Fire Chief  
**SUBJECT:** Surplus Fire Engine

---

## **DECISION POINT**

Should mayor and Council allow the Fire Department to Surplus 1986 Mack Fire Engine and have an open bid with a minimum bid of \$1,000.

## **HISTORY**

The Fire Department has a 1986 Mack Fire Engine that is no longer of any value to the Department. We have a front line fleet on two engines with the oldest being three years old. We have a reserve engine that is seven years old. The engine in question has well over 100,000 miles on it and has no purpose in the fleet.

## **FINANCIAL ANALYSIS**

We have asked apparatus vendors to appraise the engine. They have stated there is no trade in value due to the age of the apparatus.

## **PERFORMANCE ANALYSIS**

Our hope is to get the engine to a smaller Department where it could be of some use. Through a regular maintenance program there is still life in the engine if the department does not run a large number of calls.

## **DECISION POINT / RECOMMENDATION**

Allow the Fire Department to surplus 1986 Mack Fire Engine and conduct an open bid process with the minimum bid being \$1,000.

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Ruthy Lewis 5/7/07  
Department Name / Employee Name / Date

Request made by: Korraine Kelly 773-2929  
Name / Phone  
East 3855 Poleline Avenue Post Falls, ID 83854  
Address

The request is for:  Repurchase of Lot(s) Josie Nicholls to \_\_\_\_\_  
 Transfer of Lot(s) from \_\_\_\_\_

Niche(s): 36 . \_\_\_\_\_, \_\_\_\_\_  
Lot(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. Block: G Section: Niche

Lot(s) are located in  Forest Cemetery / / Forest Cemetery Annex (Riverview).  
Copy of / / Deed or / / Certificate of Sale must be attached.  
Person making request is / / Owner  Executor\* / / Other\* \_\_\_\_\_

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

Title transfer fee (\$ N/A ) attached\*\*.  
\*\*Request will not be processed without receipt of fee. Cashier Receipt No.: \_\_\_\_\_

**ACCOUNTING DEPARTMENT** Shall complete the following:

Attach copy of original contract.  
Vannie Jensen  
Accountant Signature

**CEMETERY SUPERVISOR** shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant:  Yes / / No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:  
JOSIE NICHOLLS
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 425<sup>00</sup> per lot.  
RDE 5/14/07  
Supervisor's Init. Date

**LEGAL/RECORDS** shall complete the following:

1. Quit Claim Deed(s) received: / / Yes / / No.  
Person making request is authorized to execute the claim: [Signature] 9-4-07  
Attorney Init. Date  
I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that that transaction be completed.  
Susan K. Weathers 9-4-07  
City Clerk's Signature Date

**COUNCIL ACTION**

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

**CEMETERY SUPERVISOR** shall complete the following:

Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No  
Cemetery copy filed / /; original and support documents returned to City Clerk / /  
\_\_\_\_\_  
Cemetery Supervisor's Signature Date

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

# ANNOUNCEMENTS



OTHER COMMITTEE MINUTES  
(Requiring Council Action)

**GENERAL SERVICES COMMITTEE  
MINUTES**

Monday, September 10, 2007  
4:00 p.m., Council Chambers

**COMMITTEE MEMBERS PRESENT**

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

**CITIZENS PRESENT**

Janet Robnett, legal counsel for Doyle's Wholesale  
Kathy & Mark Hunt, 5352 N. Pinegrove Dr.  
Fran and David Poling, 5409 N. Pinegrove Dr.  
Russ and Kim Heistuman, 5205 N. Pinegrove Ct.  
Unidentified gentleman setting with the Hunt's

**STAFF PRESENT**

Kenny Gabriel, Fire Chief  
Victoria Bruno, Project Coordinator  
Renata McLeod, Project Coordinator  
Warren Wilson, Deputy City Attorney  
Mike Gridley, City Attorney  
Judy House, Claims/Code Enforcement/Risk Manager  
Jon Ingalls, Deputy City Administrator  
Wendy Gabriel, City Administrator  
Scott Dinger, Code Enforcement

**Item 1.**

**(Resolution No. 07-059)**

On behalf of the City Clerk, Renata McLeod presented a contract renewal with Jeff Crowe for the City's television production services through Bunkhouse Media. Renata reported that over the past year, the City has benefited from Mr. Crowe's expertise in the area of television production and programming and it is through his efforts and his staff that CDA TV has been able to expand their production and programming on Channel 19. The contract amount of \$84,000 has been budgeted and approved by the City Council. Renata added that by contracting with Mr. Crowe it provides the City a greater depth of personnel that could support and produce the city's television channel compared to hiring one full-time employee.

**MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 07-059 approving the contract renewal with Jeff Crowe d/b/a Bunkhouse Media for the continued operation of the City's television channel.**

**Item 2.**

**(Resolution No. 07-000)**

On behalf of the Recreation Director, Jon Ingalls presented a request for approval of an agreement with Avista Corporation regarding Recreational Projects related to the Post Falls HED. Jon reported that the City has worked with Avista Corp. officials since April 2002 to reach this agreement. Avista will assist the City in 1) Installing showers at City Park for beach users. 2) Installing a new restroom shelter at McEuen Field #1. 3) Assisting with the connection of the Centennial Trail from Johnson Mill River Park to the Hutter Road Overpass. Jon noted that Avista will collaborate in the planning and design and will provide funding in an amount not to exceed \$27,750 (approximately 23%). Avista will also provide \$3,500 annually to supplement costs for operation and maintenance associated with these three projects.

**MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 07-000 approving the Agreement with Avista Corporation concerning recreational sites on lands administered by the City within or adjacent to the Post Falls Hydroelectric Project.**

**Item 3.**  
**(Consent Calendar)**

Kenny Gabriel is asking the Council to approve staffs request to surplus a 1986 Mack Fire Engine and conduct an open bid process with the minimum bid being \$1,000. Kenny reported that the engine is no longer of any value to the City. The Fire Dept. has a front line fleet of two engines with the oldest being 3 years old. They have a reserve engine that is 7 years old. The 1986 engine has well over 100,000 miles on it and has no purpose in the fleet. Kenny said their hope is to get the engine to a smaller department where it could be of some use as there is still life in the engine if the department does not run a large number of calls.

**MOTION: THE COMMITTEE is recommending that the City Council approve the Fire Departments request to surplus a 1986 Mack Fire Engine and conduct an open bid process with the minimum bid being \$1,000.**

**Item 4.**  
**(Discussion Only)**

Victoria Bruno, Project Coordinator, stated that the Council was asked to amend the Municipal Code to Prohibit Loading and Unloading from 10:00 p.m. to 7:00 a.m. daily, in May 2007. Victoria noted that research on several issues had been conducted since that time. Victoria asked the Council to refer to the exhibit submitted and referred to as "*A Brief Review of the Literature on Noise and noise Mitigation*". Victoria asked the Council if they had questions.

Councilman Hassel said the City needs to find a way to stop trucks going up Park Avenue. The need is more now than when this issue was first brought before the Committee. He noted that since the Showboat Theatre building has been occupied by a church, the hazard of having semi-trucks on Pioneer Drive and Park Avenue has increased.

Councilman Goodlander said the reason Council asked staff to research this matter is because they feel some sort of noise barriers should be considered for new constructions where there is mixed uses or zoning. Mr. Wilson responded "it will be easier to consider for new development than for existing conflicts between allowed uses."

Councilman Edinger asked if a weight limit could be established for Pioneer Dr. and Park Ave. or even prohibiting 18-wheeler access all together. Councilman Edinger expressed his opinion that these trucks do not belong on these two roads. Mr. Wilson replied that it is a possibility however, that would also have an effect on moving trucks, UPS trucks, Schwann's, etc.

Councilman Goodlander asked if the city could establish a limit on the time of day that trucks could access these roads. Warren responded, perhaps however, enforcement of this could be very difficult.

Councilman Hassel asked Ms. Robnett if Stan Feist, owner of Doyle's, would permanently close the access gate on Park Avenue, as a good neighbor gesture. Ms. Robnett indicated she is unable to answer that but would talk with Mr. Feist. Ms. Robnett spoke of the frustration Mr. Feist has with this matter as there has been no violations documented to date. Ms. Robnett indicated that she was unaware of the issue with the truck access until today. She understood the issue to be noise. Ms. Robnett asked the Council to recognize the potential legal risk in changing the City's ordinance to limit access at this one business.

Councilman Hassel responded that this is a street issue, not the business. He reiterated his concern with semi-truck traffic at this location.

Russ and Kim Heistuman voiced their experience with the noise level coming from Doyle's as well as Interstate Concrete. They asked the City to limit the time of day trucks can access these businesses.

Mark Hunt would like to see the Park Avenue gate permanently closed and the compressors on the west side of the building enclosed in concrete to cut down on the noise. Mr. Hunt also expressed his dissatisfaction with the so-called noise study Doyle's had conducted. He understood it would be a 30 day - 24/7 study. The actual study was only 3 hours and taken during a quiet time.

Kathy Hunt provided the Council with what she referred to as, her own noise study. Ms. Hunt described the negative effect noise can have on people. Ms. Hunt wants a concrete barrier down Park Avenue and down the greenbelt. Ms. Hunt said she received a copy of Planning Commission findings from 1999 when Knudtsen Chevrolet wanted to move their business to this area. At that time the Planning Commission determined it would be a large impact on the neighborhood and denied the request. Ms. Hunt said that today she would like the same consideration from the City Council, to protect their neighborhood.

Discussion ensued regarding when the Panhandle Concrete property was rezoned light manufacturing. Councilman Hassel said "at that time, he spoke against the rezone and said that it would come back to haunt the City."

Councilman Hassell stated that the City could not make Doyle's put up a barrier wall.

Councilman Hassell made the **motions**:

- 1) City to ask Doyle's Wholesale, as a good neighbor, to permanently close the gate on Park Avenue.
- 2) Staff to research and bring back suggestions regarding "no through traffic" signs to be placed on Pioneer at Dalton Avenue.
- 3) Staff to research and bring back suggestions regarding a load limit on Pioneer and Park Avenue.

*Various comments are simultaneously made from the audience by the Park Avenue residents. Someone asked what the process is for making a complaint during the night.*

Councilman Goodlander asked Scott Dinger, Code Enforcement, if he has any comments. Mr. Dinger responded that his current working hours are from 8:00 a.m. – 5:00 p.m. If he is authorized/directed by his supervisor, he would work with the residents after hours. Mr. Dinger also stated that he believes a sound barrier is needed. Mr. Dinger said he would be willing to contact Doyle's to see what they would be willing to do to mitigate the various problems.

Councilman Goodlander suggested that perhaps the City and Doyle's could work together to put in an earth barrier to mitigate the noise. Ms. Robnett said she would discuss this with the owner of Doyle's. Ms. Robnett reiterated that the City cannot ask Doyle's to restrict deliveries without restricting other businesses in the city. Ms. Robnett asked the Council not to make any hasty decisions.

Councilman Edinger 2<sup>nd</sup> Councilman Hassel's **motion**.

Councilman Goodlander stated that the City needs to come to terms with Doyle's before passing any ordinances.

Mr. Poling commented that the most encouraging part during this process has been the willingness of Scott Dinger to help. Mr. Poling added that it's not just the trucks but also the noise, diesel and dust.

Lastly, Councilman Goodlander commented that the City created this problem and we need to do something to help the neighborhood.

**INFORMATION ONLY: Returned to staff**

The meeting adjourned at 5:30 p.m.

Respectfully submitted,

Juanita Van Cleave  
Recording Secretary

DRAFT

GENERAL SERVICES  
Staff Report

DATE: August 31, 2007  
TO: General Services  
FROM: Steve Anthony  
RE: Approval of a Settlement Agreement with Avista Corporation Spokane River Dams

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**DECISION POINT:**

To approve the settlement agreement with Avista corporation concerning Recreational Projects related to the Post Falls HED.

**HISTORY:**

The city of Coeur d'Alene has worked with Avista Corporations officials since April of 2002 to reach a settlement agreement. Avista will assist the city in 1. Installing showers at City Park for beach users. 2. Installing a new restroom shelter at McEuen Field #1. 3. Assisting with the connection of the Centennial Trail from Johnson Mill River Park to the Hutter Road Overpass.

**FINANCIAL ANALYSIS:**

Avista shall collaborate in the planning and design and provide funding in an amount not to exceed \$27,750 (approximately 25%). Avista will also provide \$3,500 annually to supplement costs for operation and maintenance associated with these three projects.

**PERFORMANCE ANALYSIS:**

I have served at the City liaison on the Recreation, Land Use, and Aesthetics Work Group. I also was a member of the Plenary Committee. This recommendation came from our work group and is fair to both parties.

**DECISION POINT/RECOMMENDATION:**

To approve agreement concerning recreational sites on lands administered by the city of Coeur d'Alene within or adjacent to the Post Falls Hydroelectric Project.

RESOLUTION NO. 07-060

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT REGARDING RECREATIONAL SITES RELATED TO THE POST FALLS HYDROELECTRIC PROJECT, WITH AVISTA CORPORATION..

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 Avista Corporation, regarding Recreations Sites related to the Post Falls Hydroelectric Project, 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 18<sup>th</sup> day of September, 2007.

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

ATTEST:

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

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

ROLL CALL:

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

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

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

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

COUNCIL MEMBER REID Voted \_\_\_\_\_

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

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

AGREEMENT CONCERNING RECREATIONAL SITES ON LANDS ADMINISTERED BY  
THE CITY OF COEUR D'ALENE WITHIN OR ADJACENT TO THE POST FALLS  
HYDROELECTRIC PROJECT, FERC NO. 12606

This Agreement concerning public recreation, land use and aesthetic resources, and specific recreational sites on lands administered by the City of Coeur d'Alene ("City") within or adjacent to the Post Falls Hydroelectric Project ("Project"), FERC No. 12606, is made by the City and Avista Corporation ("Avista") who are referred to collectively as "the Parties."

RECITALS

A. The existing Project currently operates under a license issued by the Federal Energy Regulatory Commission ("Commission" or "FERC") on August 17, 1972, for the Spokane River Hydroelectric Project, FERC No. 2545 ("SR Project"), which expires on August 1, 2007. In April 2002, Avista requested the Commission to approve its use of the alternative licensing process ("ALP") for relicensing the SR Project, and on June 14, 2002, the Commission issued its approval. The ALP is intended to facilitate participation and improve communication among interested parties and avoid unnecessary conflict. The City is participating in the ALP process and, as part of the process, collaborated with the various Recreation, Land Use, and Aesthetics Work Group ("RLUAWG") stakeholders and Avista to resolve issues pertaining to recreation, land use, and aesthetic resources at the Project. The Project includes the Post Falls development, which is located in Idaho and controls the top 7.5 feet of Coeur d'Alene Lake during the summer season. Public recreational sites on lands managed by the City provide public access to Project lands and waters. *See* Preliminary Draft Environmental Assessment ("PDEA") Section 5.10 beginning on page 5-223. The PDEA is on file at Avista, the City and FERC.

B. The PDEA for Project relicensing notes that at the recommendation of the land and recreation managers (including the City, Idaho Department of Parks and Recreation, Idaho Department of Fish and Game, Bureau of Land Management, United States Forest Service, local cities and towns) and other stakeholders through the RLUAWG, Avista has included specific Recreation, Land Use, and Aesthetic Resource Measures in the Proposed Action. *See* PDEA at 5-233 to 5-239, 5-241 to 5-242, and 5-244 to 5-249 for recreation resources, and at 5-258 to 260 for public outreach. Under protection, mitigation and enhancement measures PF-REC-1, PF-REC-2, and PF-REC-4, *see* PDEA at B-61 to 76, Avista proposes to work with the various local, state and federal land and recreation managers to provide a variety of Project-related recreation, land use and aesthetic resource measures that will benefit the resource and significantly enhance public recreation opportunities associated with the Project.

C. The PDEA for Project relicensing notes that, at the recommendation of the above-referenced land managers and the RLUAWG, Avista has included specific Recreation Resource Measures in the Proposed Action. *See* PDEA at 5-237 to 5-239 and B-67. Under protection, mitigation and enhancement measure PF-REC-2, concerning recreational facilities at Coeur d'Alene Lake, Avista would contribute funds to and collaborate in the planning and design with the City to develop or enhance water-based recreational facilities on Coeur d'Alene Lake. The goal of this measure is to provide reasonable public access to Project lands and waters. The

measure would allow the City to improve existing access sites and enhance recreational opportunities, as needed.

D. The PDEA (see page 5-235) notes that Avista, the RLUAWG, and the land managers believe that Avista's Proposed Action to fund a portion of the capital and operation and maintenance costs recognizes the nexus between Project-related operations and that portion of the recreation sites that is within or provides public access to the Project.

E. The Parties recognize that it is up to FERC to determine whether it is in the public interest to incorporate PF-REC-2 into the new FERC license that the Parties expect will replace the FERC License that is due to expire on August 1, 2007 ("New FERC License"). While the Parties intend for and have requested that FERC include PF-REC-2, or a substantially similar provision acceptable to Avista and the City in the New FERC License issued for the Project, this Agreement also seeks to address the potential situation in which FERC does not include PF-REC-2, or a substantially similar provision acceptable to Avista and the City, in the New FERC License for the Project.

F. Avista and the City concur that public recreational sites that are within or adjacent to the Project boundary provide public access to Project lands and waters and that it is desirable for Avista to enhance opportunities for recreationists and mitigate the demand on public fiscal resources through agreeing to cost-share facility improvements for recreational sites on City-administered lands adjacent to or within the Project boundary. City lands and/or resources are directly affected by PF-REC-1 and PF-REC-4, and the City fully supports them as currently written.

NOW, THEREFORE, the Parties agree as follows:

1. The Parties agree that PF-REC-2 and this Agreement are in the public interest. The contribution of money and services by Avista will assist with management and protection of public lands providing recreational access to the Project. The Parties recognize that PF-REC-2 and this Agreement will serve the public's recreational needs while avoiding potentially expensive and time-consuming administrative processes and litigation. The Parties agree to the PF-REC-2 and this Agreement in consideration of the certainty that this Agreement provides and the avoidance of potential costs and delays.

2. This Agreement establishes no principle or precedent with regard to any issue in any other pending or future licensing proceeding. By entering into this Agreement, no Party shall be deemed to have made any admission or waived any contention of law or fact.

3. Without limiting the applicability of rights granted to the public pursuant to applicable law, this Agreement shall not create any right or interest in the public, or any member of the public, as a third-party beneficiary of this Agreement and shall not authorize any non-party to maintain a suit at law or equity pursuant to this Agreement. The duties, obligations, and responsibilities of the Parties with respect to third parties shall remain as imposed under applicable law. Unless or until terminated pursuant to the terms of this Agreement, this

Agreement shall apply to and be binding on the Parties and their successors and assigns. This Agreement may be amended through the mutual written agreement of Avista and the City.

4. The Parties agree that Avista's funding obligations relative to conducting the agreed-upon recreation projects including, but not limited to, planning, permitting, construction, and operation and maintenance costs associated with this Agreement are included in the funding referenced below. The funding provided by Avista shall be used to pay Avista, the City or any contractor thereto to implement the agreed upon recreation projects, as agreed to by the Parties. Avista's administrative costs to implement this Agreement will be part of Avista's internal overall costs for license implementation and compliance, and are not included in the funding identified above.

a. Avista shall collaborate with the City in the planning, design and construction of recreation project development on City lands, and shall pay 25 percent of the total project cost, not to exceed the agreed upon amounts, of such developments as specifically identified in Section 5 below. This funding commitment toward recreation project development shall be effective upon Avista's acceptance of the New FERC License and shall expire ten years after the issuance of the New FERC License. The dates upon which Avista shall provide the funding for the developments specifically identified in Section 5 below shall be mutually agreed upon by Avista and the City. In the event that the New FERC License imposes upon Avista funding obligations for such projects materially different from those set forth in this Agreement, Avista shall have the right to terminate this Agreement by providing the City written notice of termination within 60 days from the issuance of the New FERC License.

b. Avista shall provide annual operation and maintenance costs not to exceed the agreed upon amount for such developments specifically identified in Section 5 below to the City for the term of the New FERC License, with the first such annual payment to be made within one year from the issuance date of the New FERC License.

c. The sums in Section 5 below are stated in 2007 dollars and shall be adjusted yearly in accordance with the Consumer Price Index for all Urban Consumers (US City Averages, All Items, Not Seasonally Adjusted). If the publication of such Consumer Price Index is discontinued, the Parties shall select an appropriate alternative index to achieve a similar economic effect.

5. Avista and/or the City will obtain all necessary permits and approvals for the agreed-upon Coeur d'Alene Lake recreation projects and will coordinate their implementation with the implementation of any Historic Properties Management Plan required by the New FERC License.

a. City Parks

Avista will cooperate with the City to develop new and/or improve existing recreation facilities at numerous city parks adjacent to Coeur d'Alene Lake and the upper Spokane River. This includes (1) installing showers at Coeur d'Alene City Park for beach users, (2) installing a new restroom shelter at McEuen Field and Park, and (3) connecting Mill

River Park to the Idaho Centennial Trail at the Huetter Road Overpass. Avista shall collaborate in the planning and design and provide funding in an amount not to exceed \$27,750 for constructing the three projects (approximately 25 percent of the total project cost per the RLUAWG). Avista shall also provide \$3,500 annually to supplement the City's costs for operation and maintenance associated with the three projects.

b. Future Recreation Projects

Avista will consult with the City and the other recreation management entities on Coeur d'Alene Lake in the planning and development of new and/or reconstructed recreation projects after the projects identified in PF-REC-2 Coeur d'Alene Lake Recreation PME measure that was proposed in the Post Falls PDEA are completed. Avista shall provide funding, in an amount not to exceed \$60,000 annually after the initial recreation projects are completed, for new and/or reconstructed recreation projects on or adjacent to the Project waters upstream of the Project.

6. General Provisions

a. Non-Discrimination

During the performance of this Agreement, the City shall comply with all Federal and State non-discrimination laws, regulations and policies.

b. Assignability

This Agreement and any claim arising under this Agreement are not assignable or delegable by the City, either in whole or in part.

c. Disputes

When a dispute arises between the Parties concerning this Agreement, and the Parties are not able to resolve such dispute by mutual agreement, each Party shall designate an arbitrator, and those two (2) arbitrators shall appoint a third arbitrator to comprise the panel to resolve the dispute. The panel will render a decision on the dispute, and both Parties agree to be bound by the determination of the panel of arbitrators; provided, however, that if required by the New FERC License, the final decision of the arbitrator(s) shall be filed with FERC and Avista shall comply with any requirements imposed by FERC with respect to implementation of the final decision.

d. Indemnification

The Parties each agree, to the extent permitted by law, to defend, protect, save and hold harmless, the other Party, its officers, agents and employees from any and all claims, costs, damages and expenses suffered due to each Party's own actions or omissions or those of its agents, employees, or subcontractors in the performance of this Agreement. Neither Party shall be liable for the acts, omissions or conduct of the other Party.

e. Governing Law

This Agreement shall be governed by the laws of the State of Idaho.

f. Entire Contract

This Agreement contains all covenants, stipulations and provisions agreed by both Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments or modifications of the terms hereof shall be valid unless reduced to writing and signed by the Parties as an amendment to this Agreement.

g. Severability

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end, the provisions of this Agreement are declared to be severable.

h. Independent Relationship

This is an agreement to provide funding to the City as discussed herein. Avista and the City are independent contracting parties. Neither Party, nor any subcontractor of either Party, is authorized to act as an agent, employee or representative of the other Party for any purpose.

7. Signature Clause

The signatories hereto represent that they have been authorized to enter into this Agreement on behalf of the Party for whom they sign.

\_\_\_\_\_  
License Manager, Avista Utilities

Date: \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Coeur d'Alene

Date: \_\_\_\_\_

OTHER BUSINESS

COUNCIL BILL NO. 07-1037  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF 8<sup>TH</sup> STREET RIGHT-OF-WAY FROM THE KELLER'S ADDITION TO COEUR D'ALENE, IDAHO SUBDIVISION, RECORDED IN BOOK "B" OF PLATS, PAGE 114, RECORDS OF KOOTENAI COUNTY, IDAHO; GENERALLY DESCRIBED AS THE EASTERLY TEN FEET (10') OF THE EIGHTY FOOT R/W OF EIGHTH STREET ADJOINING THE WESTERLY BOUNDARY OF A PORTION OF BLOCK 2; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

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

The east ten feet (10') of the eighty foot (80') right-of-way of Eighth Street adjoining the westerly boundary of Lot 1, Block 2, Keller's Addition to Coeur d'Alene, Idaho, recorded in Book "B" of Plats, Page 114, records of Kootenai County, Idaho .

be and the same is hereby vacated.

**SECTION 2.** That said vacated right-of-way shall revert to the adjoining property owner to the east.

**SECTION 3.** That the existing rights-of-way, easements, and franchise rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law, and that the adjoining property owners shall in no manner pave or place any obstruction over any public utilities.

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

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

APPROVED by the Mayor this 18<sup>th</sup> day of September, 2007.

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

ATTEST:

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

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_  
V-07-1 RIGHT-OF-WAY VACATION  
on 8<sup>th</sup> Street, Keller's Addition

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. \_\_\_\_\_, vacating a portion of Eighth Street right-of-way.

Such right-of-way is more particularly described as follows:

The east ten feet (10') of the eighty foot (80') right-of-way of Eighth Street adjoining the westerly boundary of Lot 1, Block 2, Keller's Addition to Coeur d'Alene, Idaho, recorded in Book "B" of Plats, Page 114, records of Kootenai County, Idaho.

The ordinance further provides that the City of Coeur d'Alene shall retain drainage easements, utility easements and easements for sidewalk/pedestrian access within the rights-of-way hereby vacated and provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. \_\_\_\_\_ is available at Coeur d'Alene City Hall, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814 in the office of the City Clerk.

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Susan K. Weathers, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, V-07-1 RIGHT-OF-WAY VACATION on 8th Street, Keller's Addition, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 18<sup>th</sup> day of September, 2007.

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Warren J. Wilson, Chief Civil Deputy City Attorney

# PUBLIC HEARINGS

COUNCIL BILL NO. 07-1039  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING ORDINANCE 3266, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2006 APPROPRIATING THE SUM OF ~~\$60,717,150~~ \$78,779,475, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D'ALENE IN THE SUM OF \$18,062,325; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1

That Section 1 of Ordinance 3266, Ordinance of the City of Coeur d'Alene, be and the same is hereby amended to read as follows:

That the sum of ~~\$60,717,150~~ \$78,779,475, be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Coeur d'Alene, Kootenai County, Idaho, for the fiscal year beginning October 1, 2006.

Section 2

That Section 2 of Ordinance 3266; Ordinances of the City of Coeur d'Alene be and the same is hereby amended to read as follows:

That the objects and purposes for which such appropriations are made are as follows:

**GENERAL FUND EXPENDITURES:**

|                           |            |           |
|---------------------------|------------|-----------|
| Mayor and Council-----    | \$ 191,522 | 202,622   |
| Administration-----       | 484,422    | 491,132   |
| Finance Department-----   | 682,937    | 737,438   |
| Municipal Services-----   | 1,045,727  | 1,047,827 |
| Human Resources-----      | 231,978    | 241,878   |
| Legal Department-----     | 1,082,615  | 1,132,615 |
| Planning Department-----  | 521,304    | 576,254   |
| Building Maintenance----- | 402,815    |           |
| Police Department-----    | 7,852,908  | 8,029,574 |
| K.C.J.A. Task Force-----  | 24,140     | 59,140    |
| C.O.P.S. Grant-----       | 154,241    |           |
| Byrne Grant-----          | 77,303     | 133,424   |
| Fire Department-----      | 5,209,058  | 5,233,058 |
| General Government-----   | 176,631    | 3,370,826 |

|                                           |                     |                     |
|-------------------------------------------|---------------------|---------------------|
| Growth Services-----                      | 1,197,829           | 1,383,580           |
| US Streets/Garage-----                    | 2,509,592           | 2,549,538           |
| Parks Department-----                     | 1,415,136           | 1,424,636           |
| Recreation Department-----                | 727,173             | 874,083             |
| Building Inspection-----                  | 792,578             | 826,928             |
| <b>TOTAL GENERAL FUND EXPENDITURES:</b>   | <u>\$24,779,909</u> | <u>\$28,871,609</u> |
| <b>SPECIAL REVENUE FUND EXPENDITURES:</b> |                     |                     |
| Library Fund-----                         | \$ 976,374          | 1,027,299           |
| Impact Fee Fund-----                      | 2,014,920           |                     |
| Parks Capital Improvements-----           | 443,259             |                     |
| Annexation Fee Fund-----                  | 100,000             |                     |
| Insurance / Risk Management-----          | 295,500             | 325,500             |
| Cemetery Fund-----                        | 300,482             | .                   |
| <b>TOTAL SPECIAL FUNDS:</b>               | <u>\$ 4,130,535</u> | <u>\$4,211,460</u>  |
| <b>ENTERPRISE FUND EXPENDITURES:</b>      |                     |                     |
| Street Lighting Fund-----                 | \$ 505,592          | 562,592             |
| Water Fund-----                           | 7,291,068           | 7,801,968           |
| Wastewater Fund-----                      | 10,904,960          | 11,104,260          |
| Water Cap Fee Fund-----                   | 1,160,000           |                     |
| WWTP Cap Fees Fund-----                   | 1,293,611           |                     |
| Sanitation Fund-----                      | 2,806,353           | 2,969,853           |
| City Parking Fund-----                    | 160,132             | 180,132             |
| Stormwater Management-----                | 1,348,468           | 1,380,468           |
| <b>TOTAL ENTERPRISE EXPENDITURES:</b>     | <u>\$25,470,184</u> | <u>\$26,452,884</u> |
| TRUST AND AGENCY FUNDS:-----              | 915,688             | 3,307,688           |
| STREET CAPITAL PROJECTS FUNDS:-----       | 2,883,200           | 3,081,200           |
| 2006 GO BOND CAPITAL PROJECT FUND:-       | 0                   | 9,617,000           |
| DEBT SERVICE FUNDS:-----                  | 2,537,634           | 3,237,634           |
| <b>GRAND TOTAL OF ALL EXPENDITURES:</b>   | <u>\$60,717,150</u> | <u>\$78,779,475</u> |

### Section 3

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

Section 4

This ordinance shall take effect and be in full force upon its passage, approval and publication in one (1) issue of the Coeur d'Alene Press, a newspaper of general circulation published within the City of Coeur d'Alene and the official newspaper thereof.

APPROVED by this Mayor this 18th day of September, 2007.

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

ATTEST:

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

Date: September 18, 2007

To: City Council

From: David Yadon, Planning Director

Subject: **Item O-1-07 C Amendment to Zoning Code** – Infill Development DO-E, Boundary

**Decision Point**

The City Council is asked to consider amending the DO-E (Design Overlay – East) boundary

**History**

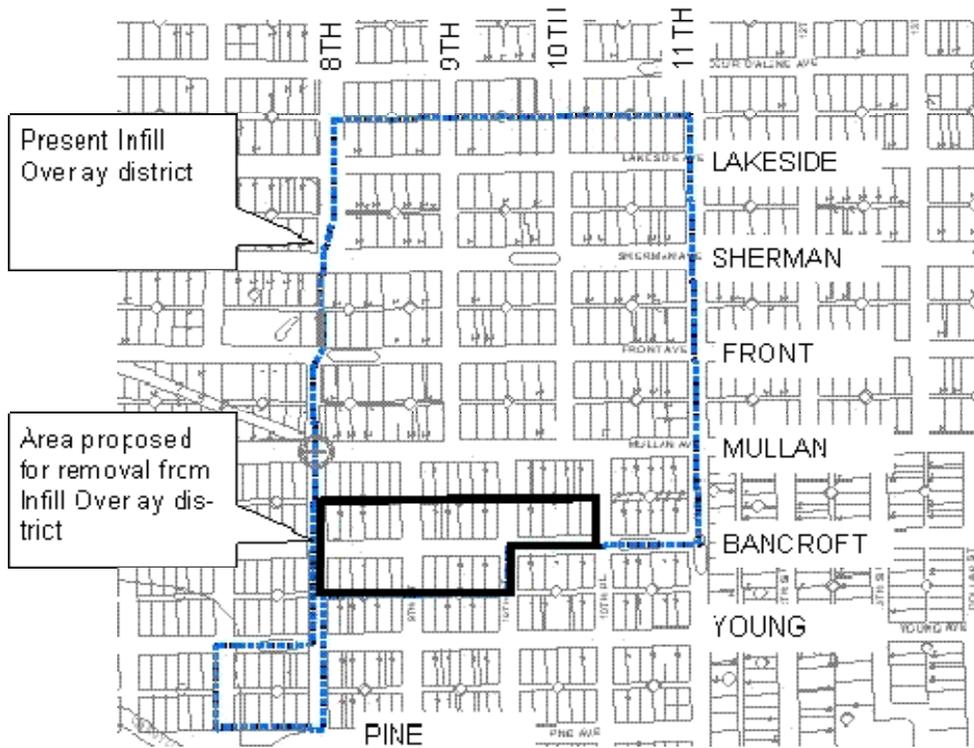
The City Council previously approved two amendments to the regulations concerning allowed heights and a roof pitch design guideline. Following that decision, the council directed staff to set up a series of workshops on the East Mullan Infill Overlay regulations to bring all interested parties to the table to address their concerns

The City Council, Planning Commission, Design Review Commission and neighborhood residents recently met with consultant Mark Hinshaw to review the merit of suggested changes to the DO-E (Design Overlay – East) infill district.

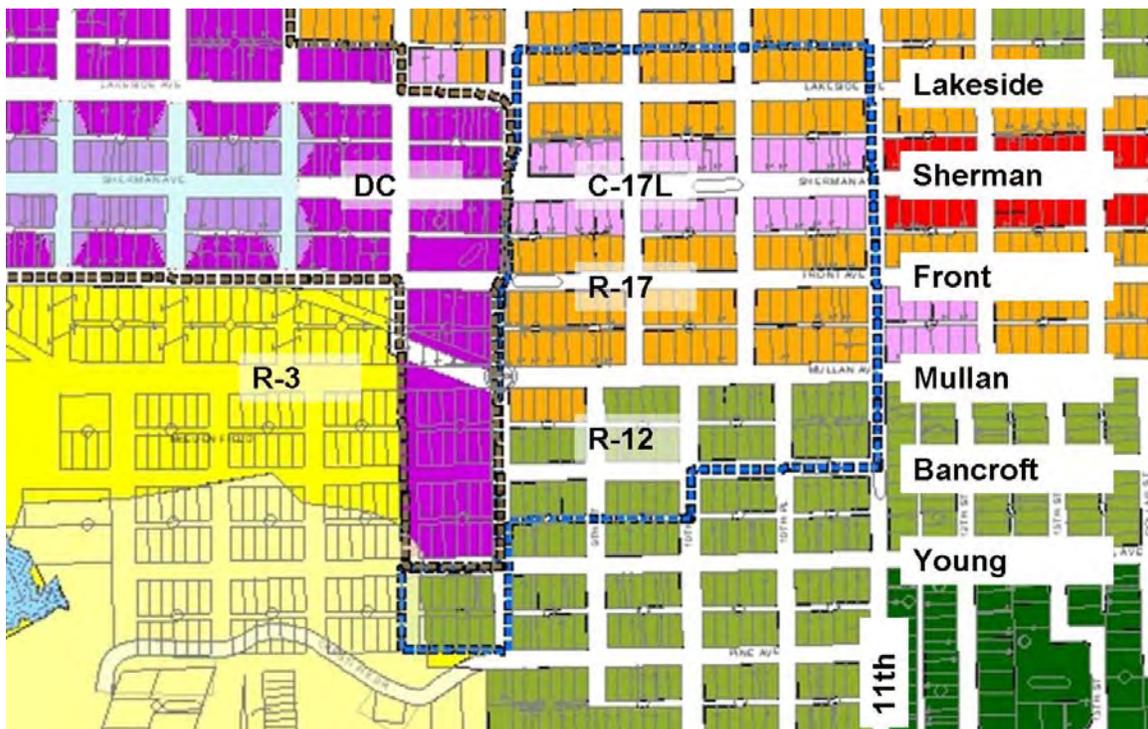
The extent of the district boundary was discussed focusing on the amount of R-12 zoned property currently within the southern portion of the district. Mr. Hinshaw advised that where you draw the boundary is always a difficult decision and that the council could consider reducing the area covered by the infill regulations.

The council asked that the boundary issue be placed on a separate track that would proceed now and that staff bring back a proposal of other issues for consideration at a future workshop prior public hearing.

The following map depicts the proposed boundary change:



The underlying zoning:



**Financial Analysis**

There is no significant financial impact associated with the proposed amendments.

**Performance Analysis**

Comprehensive Plan policies applicable to this issue include: 51A, 63D1, D12, D16, 64D16, 65.

**Quality of Life Analysis**

The amendment is intended to protect existing neighborhood housing within and adjacent to the (Design Overlay – East)

**Decision Point Recommendation**

The City Council is asked to consider the proposed amendment.

Applicant: City of Coeur d'Alene  
Request: A Modification to the East Infill Boundary  
LEGISLATIVE (O-1-07c)

Planning Director Yadon presented the staff report and then asked if the Commission had any questions.

Commissioner Bowlby inquired why this area is chosen to be eliminated.

Planning Director Yadon explained a brief history behind the decision why this area was placed within the present boundary.

**Public Testimony open:**

Joe Morris, 304 11<sup>th</sup> Street, Coeur d'Alene, representing the East Mullan Historical District Committee, thanked the Commission for their time, and explained the history of the committee's activities. He added that in January of this year, their group attended a workshop with the City Council regarding the Infill Regulations, and how the impact of these regulations has had on their community. He commented that the City has made progress on one or two recommendations brought forward from this committee, and appreciates those changes. He addressed three key points their committee hopes will be considered in the future, and then submitted a petition signed by the residents living in the area who support this request.

Carol Shemanski, 1000 E. Lacey Avenue, Coeur d'Alene, commented that she is a realtor and owns a home on 11<sup>th</sup> street and is opposed to this request. She explained that the City is growing and people want to live the downtown lifestyle. She added if this request is denied, developments like the Iceplant project will not exist.

Mary Jo Brooks, 901 Bancroft, Coeur d'Alene, commented that she has lived at her residence for 20 years and that her home was picked to be included on the garden tour this year. She added that she fears of developers trying to buy land next to her property, and constructing a building with non-existent setbacks next to her home. She commented if this area remains within this present boundary, those fears can become a reality.

Dwight Bershaw, 901 Front Avenue, Coeur d'Alene, commented that his neighbor could not attend tonight's hearing and read a letter from him to the Commission. His letter stated that he is in favor of this request and does not want to see the neighborhood change. Mr. Bershaw then stated his concerns and requested in the future would like to be notified of up-coming changes proposed for this area.

Julie VanMiddlesworth, 917 E. Young Avenue, Coeur d'Alene, commented that she is in favor of this request and would not be happy with a building constructed in her back yard. She added that she spends a lot of time in her back yard and feels her lifestyle will be affected. She commented that in this area, there are currently seven households with young children who need a place to play.

Rick Garnett, 1006 Bancroft, Coeur d'Alene, stated that he is opposed to the request and feels that this request is a disgrace to area developers. He explained that he wanted to build nine units and now that number will be reduced if this is approved. He commented that the original intent of this ordinance was for developers to be able to construct homes with creative designs and if this request is approved, limits those possibilities.

Tom McColly, 6592 Snowberry, Dalton Gardens, commented that he is opposed to this request and feels Bancroft Street should be excluded from this request. He explained that the properties located on Bancroft Street are not owner occupied and a lot of potential on this street. He added

Bancroft is a great dividing line and feels that if this request is approved, developers will not want to develop in this area.

Mike Kassarian, 414 S. 11<sup>th</sup> Street, Coeur d'Alene, commented that he has been fixing up his house and raising a family in this area, and is opposed to this request. He continued that he bought his home as an investment and likes living downtown and feels that growth is inevitable.

Philip Waring, 921 Bancroft, Coeur d'Alene, commented that he is against developers buying land in this area for a profit. He added that many people living in this neighborhood bought homes in this area as a home, and not to flip it for a profit.

Barbara Reynolds, 806 Bancroft, Coeur d'Alene, commented that she has lived in this area for 9 years, has two children, and likes living downtown. She commented that her husband had considered building an addition onto their home, but was torn on that decision, not knowing what the future held for this neighborhood. She commented that she is not opposed to growth, but would like to have restrictions.

Greg Washington, 2421 Grandview Drive, Coeur d'Alene, commented that he is a developer who has recently been hired as a consultant for a project in this area. He discussed the reasons for keeping the boundary intact and provided pictures showing the vacant lots located on Bancroft Street between 10<sup>th</sup> and 8<sup>th</sup> Street and the possibilities of what could be constructed on that street. He stated that he is opposed to this request.

Commissioner Bowlby inquired if his project can still be developed if this area is removed from the current boundary.

Mr. Washington explained that this project would be designed based on the FARs listed within the current Infill area and if this request is approved this project would be affected.

Rita Sims-Snyder, 818 Front Avenue, Coeur d'Alene, commented that she feels this committee is not totally against the Infill Ordinance and feels in other areas of town these guidelines could work. She stated that developers in this area can not be trusted and cited Trails Edge as an example. She commented that she has lived in this area for many years and remembers when this neighborhood was not popular. She stated that this neighborhood is like a bunch of sitting ducks waiting for the next developer to buy up the next available lot in order to make a profit.

**Public testimony closed.**

#### **DISCUSSION:**

Commissioner Jordan commented that he realizes there are some problems with this ordinance and questioned if it makes sense to remove this area from the original boundary to solve the current issues.

Commissioner Bowlby commented that the integrity of this neighborhood needs to be maintained and does not see a problem removing this area from the present boundary. She concurs that the Commission needs to go back and revisit many of the issues within the Infill Regulations.

Commissioner Jordan commented that he feels removing this area from the present boundary will not help solve the present issues and will not support this request. He explained that projects such as Trails Edge or Iceplant could not have been done without the help of this ordinance.

**Motion by Bowlby, seconded by Messina, to approve Item 0-1-07c. Motion approved.**

ROLL CALL:

|                       |       |     |
|-----------------------|-------|-----|
| Commissioner Bowlby   | Voted | Aye |
| Commissioner Luttrupp | Voted | Aye |
| Commissioner Jordan   | Voted | Nay |
| Commissioner Messina  | Voted | Aye |

Motion to approve carried by a 3 to 1 vote.

COUNCIL BILL NO. 07-1038  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 17.07.910 BY REPLACING THE MAP OF THE DOWNTOWN OVERLAY DISTRICTS WITH A NEW MAP THAT REDUCES THE BOUNDARIES OF THE DOWNTOWN OVERLAY – EASTSIDE DISTRICT; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

**SECTION 1.** *That Coeur d'Alene Municipal Code Section 17.07.910 is amended to read as follows:*

**17.07.910: Overlay Districts Created:**

**A. Districts Described:**

The following Infill Overlay Districts are subject to the provisions of this Article:

**1. Downtown Overlay – Northside (DO-N)**

The boundaries of the DO-N District are as depicted in subsection C of this section. The intent of this district is to create a transition between the downtown core and purely residential areas to the north. Infill development is encouraged, including urban housing (e.g. townhouses, courtyard housing) with a height limit that is compatible with lower scaled development. However, it is intended that development within the district consist of sufficient density to warrant the provision of parking below grade. Moreover, a limited array of goods and services are appropriate to serve the neighborhood. Traffic calming measures would be applied and there would be an emphasis on preserving existing large trees and providing new ones.

**2. Downtown Overlay – Eastside (DO-E)**

The boundaries of the DO-E District are as depicted in subsection C of this section. The intent of this district is to create a transition between the downtown core and residential areas to the east. Infill development is encouraged, including urban housing (e.g. townhouses, courtyard housing, cottages) with a height limit that is compatible with lower scaled development. However, it is intended that development within the district consist of sufficient density to warrant the provision of parking below grade. Moreover, a limited array of goods and services are appropriate to serve the neighborhood.

Traffic calming measures would be applied and there would be an emphasis on preserving existing large trees and providing new ones.

### 3. Midtown Overlay (MO)

The boundaries of the MO District are as depicted in subsection C of this section. The intent of this district is to create a lively, neighborhood business district with a mixture of uses, including retail, services, and residential. Storefronts would be relatively continuous along the street within the core of the district. Housing would be encouraged both above and behind commercial uses. Traffic calming measures would be applied and there would be an emphasis on creating a streetscape that would offer safety, convenience and visual appeal to pedestrians.

### B. Conflict with Provisions Governing Underlying Zoning District:

The Infill Overlay Districts created by this Article shall overlay the underlying zoning district. In the case of conflict between the provisions of this Article and the provisions governing the underlying zoning district or other municipal code provisions, the provisions of this Article shall govern.

### C. District Boundaries:

**[THE FOLLOWING MAP IS REPEALED]**



[THE FOLLOWING MAP IS ADOPTED]



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

**SECTION 3.** Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the

City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

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

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

APPROVED, ADOPTED and SIGNED this 18th day of September, 2007.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
O-1-07 Modification of the East Infill Boundary

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 17.07.910 BY REPLACING THE MAP OF THE DOWNTOWN OVERLAY DISTRICTS WITH A NEW MAP THAT REDUCES THE BOUNDARIES OF THE DOWNTOWN OVERLAY – EASTSIDE DISTRICT; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

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Susan K. Weathers, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, O-1-07 Modification of the East Infill Boundary, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 18th day of September, 2007.

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Warren J. Wilson, Chief Deputy City Attorney