



Coeur d'Alene CITY COUNCIL MEETING

April 4, 2023

MEMBERS OF THE CITY COUNCIL:

Jim Hammond, Mayor

Council Members McEvers, English, Evans, Gookin, Miller, Wood

WELCOME
To a Regular Meeting of the
Coeur d'Alene City Council
Held in the Library Community Room at **6:00 P.M.**
AGENDA

VISION STATEMENT

Our vision of Coeur d'Alene is of a beautiful, safe city that promotes a high quality of life and sound economy through excellence in government.

The purpose of the Agenda is to assist the Council and interested citizens in the conduct of the public meeting. Careful review of the Agenda is encouraged. Testimony from the public will be solicited for any item or issue listed under the category of Public Hearings. Any individual who wishes to address the Council on any other subject should plan to speak when **Item H - Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

April 4, 2023

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Reverend Terese Fandel with the Community of the Holy Spirit.

C. PLEDGE OF ALLEGIANCE

D. AMENDMENTS TO THE AGENDA: Any items added less than forty-eight (48) hours prior to the meeting are added by Council motion at this time. [Action Item.](#)

E. PRESENTATIONS:

1. Proclamation of The Week of the Young Child, April 1-7, 2023.

**Accepted by: Tonya Sears, Idaho AEYC Board President
and Denise Ohrt, Board Member**

2. Proclamation of International Dark-Sky Week, April 15-22, 2023.

Accepted by: James Fillmore, International Dark Sky Association Delegate

3. Proclamation of April 2023 as Fair Housing Month.

Accepted by: Jared McFarland, Coeur d'Alene Regional Realtors

4. Presentation by Connect Kootenai.

Presented by: Greta Gissel, Executive Director

5. Presentation by the Tubbs Hill Foundation.

Presented by: George Sayler, Tubbs Hill Foundation Chairman

*****ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS**

F. ANNOUNCEMENTS:

1. City Council
2. Mayor - Appointment of Bill Irving to the Pedestrian and Bicycle Advisory Committee.

G. CONSENT CALENDAR: Being considered routine by the City Council, these items will be enacted by one motion unless requested by a Councilmember that one or more items be removed for later discussion.

1. Approval of Council Minutes for the March 21, 2023, Council Meeting.
2. Approval of General Services/Public Works Committee Meeting Minutes for March 27, 2023.
3. Approval of Bills as Submitted.
4. Setting of General Services/Public Works Committee Meeting for April 10, 2023.
5. Approval of the Outdoor Seating Permit for 505 Sherman Ave. Establishment: Rivaura Estate Vineyards and Winery. Owner: Reece Hewett.

As recommended by the City Clerk

6. **Resolution No. 23-021:**
 - a. Approval of Wastewater Policy #720, Residential-Low Monthly Sewer Rate Qualifications.
 - b. Declaration of Surplus Vehicles and Authorize the Sale at Auction.
As Recommended by the General Services/Public Works Committee
 - c. Approval of an Agreement with Coeur d'Alene Public Golf Club, Inc., for a Stormwater Facilities Easement.

H. PUBLIC COMMENTS: (Each speaker will be allowed a maximum of 3 minutes to address the City Council on matters that relate to City government business. Please be advised that the City Council can only take official action this evening for those items listed on the agenda.)

I. OTHER BUSINESS:

1. **Resolution No. 23-022** – Reject All Bids for the Replacement of the Lower Blackwell Booster Station.

Staff Report by: Terry Pickel, Water Department Director

2. **Resolution No. 23-023** - Award a Contract to Poe Asphalt and Paving, Inc., for the 2023 Chipseal Project in the amount of \$639,000.

Staff Report by: Todd Feusier, Streets & Engineering Department Director

3. **Resolution No. 23-024** - Authorize the Filing of a \$16,500.00 Lien Against Property Located at 113 E. Indiana Avenue Relating to the Cost of Abatement and Demolition of a Dangerous Building.

Staff Report by: Ted Lantzy, Building Department Building Official

J. ADJOURN

PRESENTATIONS

PROCLAMATION

WHEREAS, the Idaho Association for the Education of Young Children are celebrating the Week of the Young Child, April 1st to April 7th, 2023; and

WHEREAS, we are working to promote and inspire high-quality early childhood experiences for our state's youngest citizens, that can provide a foundation of learning and success for children in Coeur d'Alene, Idaho; and

WHEREAS, teachers and others who work with or on the behalf of young children birth through age eight, who make a difference in the lives of children in Coeur d'Alene, Idaho deserve thanks and recognition; and

WHEREAS, public policies that support early learning for all young children are crucial to young children's futures and to the prosperity of our society; and

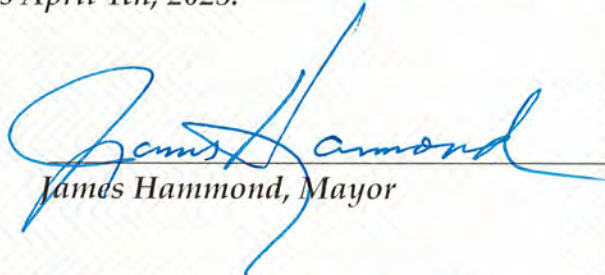
NOW, THEREFORE, I JAMES HAMMOND, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the week of April 1st through April 7th, 2023 as

"WEEK OF THE YOUNG CHILD"

In Coeur d'Alene, Idaho and encourage all citizens to work to make a good investment in early childhood in Coeur d'Alene, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this April 4th, 2023.




James Hammond, Mayor

ATTEST:


Renata McLeod, City Clerk

PROCLAMATION

WHEREAS, the aesthetic beauty and wonder of a natural night sky is a public resource and a shared heritage of all humankind; and the experience of standing beneath a starry night sky inspires feelings of wonder and awe, and encourages a growing interest in science and nature, especially among young people and out-of-area visitors within the local communities; and

WHEREAS, 80 percent of the world's population, including many people in Coeur d'Alene, live under a dome of light pollution-excessive artificial lighting at night that disrupts natural darkness- and may never experience the visual wonder or ecological and health benefits of living under a dark sky; and

WHEREAS, light pollution represents a waste of natural resources amounting to roughly \$3 billion per year of wasted energy in the United States and contributes to diminished energy security; and

WHEREAS, Idaho is home to dozens of nocturnal wildlife species that rely on undisturbed night environments to hunt, mate, and thrive; and

WHEREAS, the International Dark-Sky Association, headquartered in Tuscon, Arizona has created International Dark-Sky Week to raise awareness of light pollution, and to encourage the protection of and enjoyment of dark skies and responsible outdoor lighting

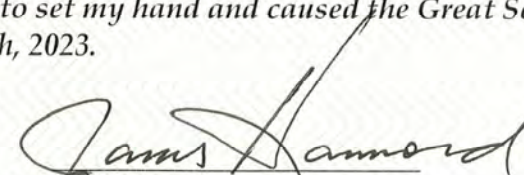
NOW, THEREFORE, I James Hammond, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the week of April 15th through April 22nd, 2023 as

"INTERNATIONAL DARK-SKY WEEK"

In Coeur d'Alene, Idaho, I ask each resident to join me, not only in observing and pondering upon this important week, but also in raising awareness and support for protecting our precious dark skies resources.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this April 4th, 2023.




James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

PROCLAMATION

WHEREAS, on April 11, 1968, President Lyndon Johnson signed the Civil Rights Act of 1968. The 1968 Act clarified the prohibition of discrimination regarding the sale, rental, and financing of housing based on race, religion, national origin, sex (and as later amended) disability, and family status; and

WHEREAS, it has been 55 years since the enactment of the 1968 Act and the community of Coeur d'Alene continues to work together to uphold the Fair Housing law and the principal of equal opportunity on which it is based; and

WHEREAS, this month is deemed Fair Housing month, and should be a celebration of laws and efforts of citizens to remove impediments to equal housing opportunities, and to emphasize and ensure the rights of all citizens in an effort to provide housing choice; and

WHEREAS, Equal opportunity housing can best be accomplished through leadership, example, education, and the mutual cooperation of all those affiliated with real estate industry and the public; and

WHEREAS, the City of Coeur d'Alene supports the on-going efforts of the many organizations, housing and service providers through continued education, and outreach to affirmatively further fair housing;

NOW, THEREFORE, I James Hammond, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim April, 2023 as

"FAIR HOUSING MONTH"

In Coeur d'Alene, Idaho and ask the people to join in reaffirming their commitment to fair housing opportunities for all and to wholeheartedly recognize these rights throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 4th day of April, 2023.



James Hammond
James Hammond, Mayor

ATTEST:

Renata McLeod
Renata McLeod, City Clerk

CONNECT KOOTENAI

We connect Kootenai to create a better tomorrow so that everyone has the opportunity to belong, thrive, and make a positive impact.



Connect Kootenai



Connect Kootenai

LEADERSHIP

■ **Board Officers**

- Sarah McCracken-Realtor-Chair
- Mike Baker-CEO Heritage Health-Vice Chair
- Laura Rumpler-NIC, Secretary
- Daniell Mitchell- Magnusson, McHugh & Co.-Treasurer
- Maren Maier- STCU-Past chair

■ **Legal Council**

- Cora Whitney-Smith and Malek Attorney

■ **Board Members**

- Ryan Lewis-STRATA North Regional Manager
- Bob Seale-Post Falls Community Manager
- James Casper-Habitat for Humanity, Executive Director
- Chet Gaede-Retired Miliary, former Mayor
- Loren Whitten-Kabooth-CDAEDC Investor Relations/Special Projects
- Emily Haas-ICCU Mortgage Loan Officer
- **Hilary Paterson**-City of Coeur d'Alene Planning Director

■ **Staff**

- Greta Gissel-Executive Director
- Executive Assistant

CDA 2030 STRATEGIC PLAN REBRANDING TO CONNECT KOOTENAI



Connect Kootenai

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Connect Kootenai is a neutral convener, a connector, a resource for initiatives, and for organizations to partner with to help them in their efforts.

We cultivate the ideas, and connections to move actions in the Implementation Plan forward.

Where people connect over their passion to make an impact.



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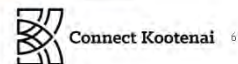
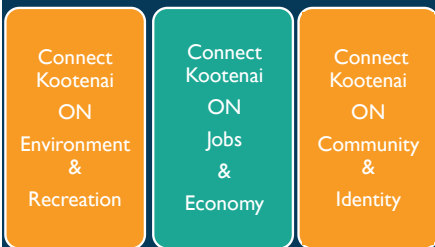
CONNECT KOOTENAI

7 Focus Areas



PERFORMING ARTS CENTER MARKET AND FEASIBILITY STUDY

- Comprehensive Plan Action
- The Performing Arts Center Market and Feasibility Study



EAST SHERMAN DISTRICT REVITALIZATION PLAN

Connect Kootenai
ON
Jobs &
Economy

Connect Kootenai
ON
Community &
Identity

- Comprehensive Plan Action
- 'Gateway' to the City of Coeur d'Alene.
- Community Outreach and Engagement
- Focus on business community and local neighborhoods



KEEP THE BEAT

Connect Kootenai
ON
Jobs &
Economy

Connect Kootenai
ON
Education &
Learning

- Comprehensive Plan Action
- FCPR, AED, and First Aid training.
- Trained 184 community members.
- Before training, only **59%** would act during a CPR emergency.
- After training, **97%** indicated they would act.
- **38%** increase in action during an emergency.



VISION FOR THE HEALTH CORRIDOR

Connect Kootenai
ON
Growth & Development

Connect Kootenai
ON
Health & Safety

- Comprehensive Plan Action
- A high priority action identified by over 3,000 citizens who participated in the visioning process was the establishment of a Coeur d'Alene Medical Corridor from US Highway 95.



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LAKE EDUCATION OUR GEM COLLABORATIVE

- **Our Gem includes local experts:**
 - University of Idaho Community Water Resource Center
 - Coeur d'Alene Tribe Lake Management Department
 - Idaho Department of Environmental Quality
 - Kootenai Environmental Alliance
 - Kootenai County
 - Coeur d'Alene Regional Chamber
 - Connect Kootenai
- **Comprehensive Plan Action**
- **Our Gem News Articles**
 - The Our Gem Collaborative team regularly contributes data-driven articles to the Coeur d'Alene Press to promote dialogue and community action in caring for Coeur d'Alene Lake.
- **National Academy of Sciences**
 - Lake Health Report



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JOINT GOALS, OBJECTIVES, AND ACTIONS

- The City of Coeur d'Alene Comprehensive Plan was created with CDA2030
- We are a convener in 56 action items in your Comprehensive Plan
 - Six action items are regarding regional housing goals
- Connect Kootenai's priority focus is housing in response to the City's Comprehensive Plan



Connect Kootenai = Power of Synergy

MONTHLY HOUSING AND GROWTH MEETINGS

- What **connection** do you have to your community?
 - Where is your **passion**?
 - Where do you want to make an **impact**?
- 2nd and 4th Mondays
3:00-4:00 pm
email greta@connectkootenai.org
24 Meetings a year



Connect Kootenai = Power of Synergy

QUARTERLY PARTNERSHIP SYNERGY MEETINGS

- What **connection** do you have to your community?
- Where is your **passion**?
- Where do you want to make an **impact**?

2nd and 4th Mondays

12:00-1:00 pm

email greta@connectkootenai.org

36 meetings a year

ENVISION COEUR D'ALENE

City of Coeur d'Alene's
award-winning state-
mandated
comprehensive plan and
roadmap through the
year 2040

- 27-month process and joint effort with a multitude of community volunteer hours and commitment to collaboration to the City's roadmap.



Connect Kootenai

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VALUE AND INCLUSIVITY FOR OUR COMMUNITY

Value- We will help the City of Coeur d'Alene to carry out the assigned 56 Comprehensive Plan actions to help you achieve those goals.

Inclusivity- We host 36 synergy partner meetings, and 24 housing meetings, along with a community event, and builder/developer, and a planning and zoning workshop.

Community- Consistent community engagement, partnership, and outreach to assess and reassess values for our living documents.



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CONNECT KOOTENAI ENTRUSTED WITH REGIONAL HOUSING GROWTH ISSUES PARTNERSHIP

RHGIP

Created to Increase the availability and affordability of housing for local workers

Connect Kootenai

A 501c3 with aligned goals to increase housing and create a better tomorrow for our community



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PRIMARY FOCUS HOUSING-MERGER WITH RHGIP
HOUSING MARKET INFORMATION

Average Median Income 65,000



\$552,000 home in Kootenai = 51% of median income



\$1,648 average rent in Kootenai = 31% of median income



AVERAGE MEDIAN INCOME KOOTENAI COUNTY

80% AMI

2	3	4
• \$47,450	• \$53,400	• \$59,300

Teacher
Fire Fighter Paramedic
Service Professionals
Day Care Provider
Social Workers

120% AMI

2	3	4
• \$71,175	• \$80,100	• \$88,950

Police Officer Nurse
Truck Driver
Physician Assistant
Media Account Exec.



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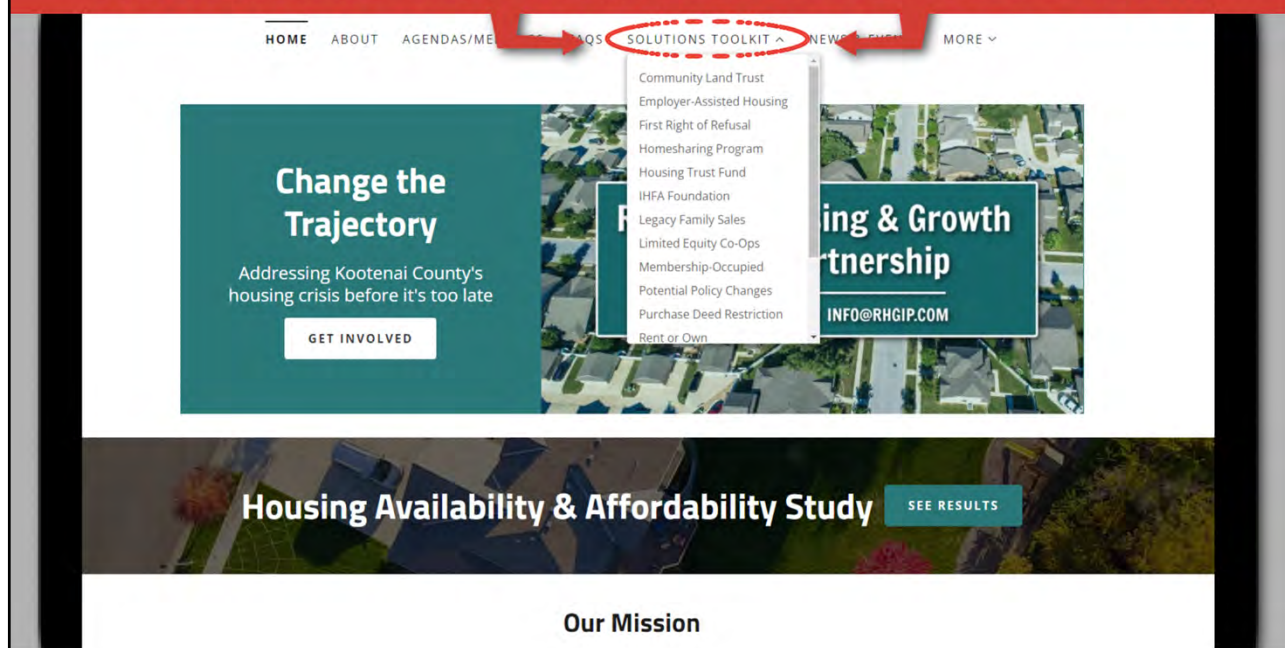
CONNECT KOOTENAI RENTAL SURVEY 2021

- 1,495 Responses
- 93.65% have had an increase in rent in the last year.
- Average increase is \$376.
- Largest number of respondents live in a 2 bedroom multifamily or a 3 bedroom independent.
- Average rent is \$1648 month
- Average percent of income towards rent is 51%
- 42.2% of renters are 30-44yrs old
- Average occupancy is 2 adults and 1 child.



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Solutions ToolKit: WWW.RHGIP.COM



LOCAL WORKER HOUSING TOOLKIT CONNECT KOOTENAI ON HOUSING AND GROWTH

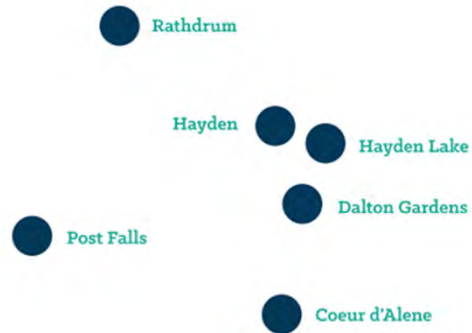
- Cohousing/Communal Living
- Community Land Trust
- Deed Restrictions
- Developer Incentives
- Employer-Assisted Housing
- First Right of Refusal
- Home sharing Program
- Housing Authority Idaho
- Housing Trust Fund
- IHFA Foundation
- Incentive Loan Packages
- Legacy Family Sales
- Limited Equity Co-Ops
- Membership Occupied
- Potential Policy Changes
- Purchase Deed Restriction
- Resident-Owned Community
- Tax Incentives
- Voluntary Funding



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Connect Kootenai



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Connect Kootenai

North Idaho Builder and
Contractors Association

Habitat for Humanity

St. Vincent De Paul

Coeur d'Alene Association of
Realtors

Region I Homeless Coalition

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THANK YOU TO OUR VALUED SUPPORTING PARTNERS
FOR HELPING US CONNECT KOOTENAI TO A CREATE A BETTER
TOMORROW

Architects West
Bouten Construction
CDA 2030 Board of Directors Contributions
City of Coeur d'Alene
Coeur d'Alene Assoc. of Realtors
Coeur d'Alene Bike Company
Coeur d'Alene Regional Chamber
Coeur d'Alene Tribe Lake Management
The Coeur Group
D.A. Davidson & Co.
Ginno Construction
HDR
Hecla Mining Company
Ignite CDA
Intermax Networks
J-U-B Engineers
Kootenai Title Company
LaRiviere Incorporated
Lewis-Clark State College

Hecla Mining Company
Intermax Networks
J-U-B Engineers
Kootenai Title Company
LaRiviere Incorporated
Lewis-Clark State College
Lukins & Annis Attorneys
Mercer Advisors
Mountain West Bank
North Idaho College
North Idaho Title Company
Northwest Specialty Hospital
Parkwood Business Properties

Payne West Insurance
Pilgrim's Natural Foods Market
Pioneer Title Company
Pita Pit Inc.
STCU
STRATA
Title One Corporation
T-O Engineers
Umpqua Bank
University of Idaho
Verdis
Welch Comer Engineers



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ANNOUNCEMENTS

Memo to Council

DATE: March 23, 2023

RE: Appointment to Boards/Commissions/Committees

The following appointment is presented for your consideration for the April 4, 2023, Council Meeting:

BILL IRVING

Pedestrian and Bicycle Advisory Committee
(Appointment)

Mr. Irving data sheet has been placed by the inter-office mailboxes.

Sincerely,

Sherrie Badertscher
Executive Assistant

cc: Renata McLeod, City Clerk
Monte McCully, Liaison to the Ped/Bike Committee

CONSENT CALENDAR

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

March 21, 2023

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room on March 21, 2023, at 5:00 p.m., there being present the following members:

James Hammond, Mayor

Dan Gookin) Members of Council Present
Dan English)
Woody McEvers)
Amy Evans)
Christie Wood)
Kiki Miller)

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

PLEDGE OF ALLEGIANCE: Mayor Hammond led the pledge of allegiance.

CONSENT CALENDAR: Being considered routine by the City Council, these items will be enacted by one motion unless requested by a Councilmember that one or more items be removed for later discussion.

1. Approval of Council Minutes for the March 7, 2023, Council Meeting.
2. Approval of General Services/Public Works Committee Meeting Minutes for March 13, 2023.
3. Approval of Bills as Submitted.
4. Approval of Financial Report.
5. Setting of General Services/Public Works Committee Meeting for March 27, 2023.
6. Cemetery Lot Repurchase from Alan and Nancy Larsen for Section Riv, Block NGB, Niche 76, Forest Cemetery Annex in the amount of \$900.00.

As Recommended by the City Clerk

7. **Resolution No. 23-019** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: AN AGREEMENT WITH DAVIS ENTERPRISES INC., D/B/A LIVE AFTER 5, FOR THE MCEUEN PARK CONCERT SERIES; A CONTRACT WITH LARIVIERE, INC., FOR THE OPEN TRENCH PIPE CONSTRUCTION (C-2) PROJECT IN THE AMOUNT OF \$1,088,674.50; A CONTRACT WITH DARDAN ENTERPRISES FOR THE WASTEWATER DEPARTMENT OPERATIONS BUILDING REMODEL PROJECT IN THE AMOUNT OF \$1,636,702.00; ACCEPTANCE OF THE LOW BID OF, AND AWARD OF A CONTRACT TO, NORTH FORK LAND DEVELOPMENT, LLC, FOR THE RIVERSTONE WATER LOOP IMPROVEMENTS PROJECT IN THE AMOUNT

OF \$56,243.18; THE PURCHASE OF A CHEMSCAN UV-4200 PROCESS ANALYZER FROM CHEMSCAN, INC., FOR THE WASTEWATER DEPARTMENT IN THE AMOUNT OF \$58,106.00; AND ACCEPTANCE OF THE LOW BID OF, AND AWARD OF A CONTRACT TO, NORTH FORK LAND DEVELOPMENT, LLC, FOR A STORM SEWER IMPROVEMENT PROJECT ON WEST FAIRWAY DRIVE AND WEST VISTA DRIVE IN THE AMOUNT OF \$61,135.31.

DISCUSSION: Councilmember Gookin mentioned that the consent agenda items were now being shown on the meeting room's projector screen. He said there were items listed on the consent agenda as routine, yet he didn't feel the large dollar amounts were routine, and noted the Open Trench Pipe Construction and Operations Building Remodel bid awards were over a million dollars each. He said he would prefer they be discussed as an agenda item instead of as consent items. Councilmember Miller noted the building remodel was a rebid and Council had heard the details at a previous Council meeting. Councilmember Gookin asked for clarification on the Live After 5 McEuen Park Concert Series agreement revisions, with Parks Director Bill Greenwood responding the revised language had been requested by the Police Department with support from Davis Enterprises, and now stated there would be one (1) security officer for each 250 event attendees, and larger events would be negotiated.

MOTION: Motion by McEvers, seconded by Evans, to approve the Consent Calendar as presented, including **Resolution No. 23-019**.

ROLL CALL: McEvers Aye; Gookin Aye; English Aye; Wood Aye; Evans Aye; Miller Aye. Motion carried.

PUBLIC COMMENTS:

Diana Sheridan, Coeur d'Alene, stated she had previously made public comment regarding traffic cameras and said she had researched the camera manufacturer and they could capture license plates, facial recognition, etc., and asked where data was being stored.

Justin O'Connell, Coeur d'Alene, stated he had concerns with the recent bank closures, cost of goods, looming recession, farming issues, and suggested cutting funding to the Arts Commission.

RESOLUTION NO. 23-020

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A LEASE AGREEMENT WITH SCENIC ADVENTURE FLIGHTS LLC AND NO LIMITS AVIATION INC., d/b/a BROOKE'S SEAPLANE SERVICE, FOR BAY 5 ON THE COMMERCIAL DOCK.

STAFF REPORT: Bill Greenwood, Director of Parks and Recreation requested Council approve the lease agreement with Brooke's Seaplane Service. He said they have been leasing Bay 5 on the commercial dock and providing plane rides over the region for over 30 years and was a favorite attraction with the community and visitors alike. He mentioned the company had changed hands from the Lunt's to No Limits Aviation Inc., d/b/a Brooke's Seaplane Service, and Scenic Adventure Flights LLC. He noted for the period of April 1, 2023, through March 31, 2024, the lessee agreed to pay \$7,099.08 for the right to moorage space and the use of a portion of the dock. The breakdown of fees was as follows: \$6,959.88 based on the monthly rental of \$579.99, and \$139.20 which was the 2% fee assessed by the Department of Lands. He noted that annual fee increases would be calculated based on the previous years' fee plus the Consumer Price Index (CPI) Western for all urban consumers. He said Brooke's Seaplane Service had an existing lease in place through 2022, and the new lease with Scenic Adventure Flights and No Limits Aviation was for a five (5) year lease commencing April 1, 2023, and ending March 31, 2028. He noted the lessee may request in writing a five-year extension of the agreement for the period from April 1, 2028, to March 31, 2033, by submitting a written request for extension after April 1, 2027, and prior to September 1, 2027.

DISCUSSION: Councilmember Gookin asked how fees were set for the dock, with Mr. Greenwood responding the fees were set years ago, had increased each year, and were based on linear feet. Councilmember Gookin noted the Hagadone Resort charged much more than the City and asked if comparisons had been made, with Mr. Greenwood responding he was comfortable with the current fee structure and it wasn't the City's intent to compete with other businesses. Councilmember Wood asked Shane Rogers of Brooke's Seaplane Service to explain his business. Mr. Rogers said the start date was dependent on weather and he may have a soft start next week during spring break, with a full start in mid-April. He said information was available online at www.brooksseaplane.com and trips could be booked online and they accepted walk-ups. He said he had two (2) airplanes available for flights. Councilmember English said they had been approached by a member of the public who thought the lease should be based on money brought in, but he was not in favor of examining business cash flows. Mr. Rogers noted the Hagadone Corporation had a different business model in which they parked boats and his business was quite different. Councilmember McEvers asked if they flew at night, with Mr. Rogers responding they did not and that Federal Aviation Administration rules dictated hours of operation. Councilmember Miller said she also had conversations with members of the public and asked if the ticket booth was still located on the dock, with Mr. Rogers responding it was located at the four (4') foot walkway at end of dock which belonged to him. She said it was a great service to the community yet the value of real estate on the water had changed over the years. She said she was looking for a fair formula or fair market value in regard to the public asset, and the current lease fees were fairly low rates for commercial rental. She noted the previous lease had been for a three-year term, with option to renew for three years, and was now a five-year term, with option to renew for five years, with Mr. Greenwood noting it had been changed to a five-year period as Council had previously questioned why the agreements and leases were for shorter terms. Renewal of the lease would require a written letter of interest in order to renew for an additional five-year term. Councilmember Miller asked if others had been given the option to bid on the space, with Mr. Greenwood responding there were opportunities when the lessee gave up their lease, and this lease was specifically for a seaplane business and it had been the City's desire to keep the seaplane business. Mayor Hammond said the larger issue was managing summer events, recognizing resort

city status, and that visitors and locals alike enjoyed the events. It was important to balance the cost charged to vendors, versus the cost to the City. Councilmember Miller noted she would like to have the rates reviewed in the future.

MOTION: Motion by Wood, seconded by English, to approve **Resolution No. 23-020** – Approval of a Lease Agreement with Scenic Adventure Flights LLC., and No Limits Aviation Inc., d/b/a Brooke’s Seaplane Service.

ROLL CALL: Gookin Aye; English Aye; Wood Aye; Evans Aye; Miller Aye; McEvers Aye. Motion carried.

(QUASI-JUDICIAL) –A-4-22- ANNEXATION OF +/- 440 ACRES FROM COUNTY AG SUBURBAN TO CITY R-3, R-8, R-17, C-17L, & C-17 (COMMONLY KNOWN AS COEUR TERRE) PLUS APPROVAL OF AN ANNEXATION AND DEVELOPMENT AGREEMENT. LOCATION: N. OF I-90, S. OF W. HANLEY AVE, E. OF HUETTER RD.; APPLICANT: KOOTENAI COUNTY LAND COMPANY, LLC

Mayor Hammond asked the Council if they had any conflicts of interest to report, with all councilmembers responding they had no conflicts of interest to report. Councilmember Gookin asked City Attorney Randy Adams about a letter received from Fulgham Law PLLC, stating an annexation was not a quasi-judicial hearing but was a legislative hearing. Mr. Adams explained that it depended on who the hearing affected, and when the public in general was affected, it was a legislative process. He said when specific to an individual or specific entity, as was the case before Council, it is generally considered quasi-judicial.

Mayor Hammond said the term “deliberation” in the Idaho Open Meetings Law includes the receipt or exchange of information in any form, including emails, telephone calls, and in-person conversations. In addition, when Council sits in a quasi-judicial capacity, its decision can only be based on information presented at the hearing. Therefore, he asked if any Council member had received or exchanged information related to the Coeur Terre annexation request since the last public hearing that was not included in the Council packet. He said if so, would they please disclose the information so that the applicant and the public had full knowledge of the information they possessed. All councilmembers responded they had not been in receipt or exchange of any information that was not supplied to the City Clerk to be included in the record. Councilmember Miller noted she had made an announcement at the Library Board of Trustee’s meeting stating the hearing’s date and time.

STAFF REPORT: Hilary Patterson, Community Planning Director, said Kootenai County Land Company, LLC, through its representative Connie Krueger, was requesting annexation of a +/- 440-acre parcel in Kootenai County, currently zoned AG-Suburban, to be incorporated into City limits with a mix of zoning designations including: R-3, R-8, R-17, C-17L, and C-17. She said a hearing on the application was held before the Planning Commission on October 11, 2022, and a zoning recommendation was made on a 6 to 0 vote, with Commissioner Luttrupp absent. She noted the City Council first conducted a public hearing on the annexation and zoning request, along with the Annexation and Development Agreement (DA), on February 7, 2023. After presentations from

staff and the applicant, and testimony from members of the public, the Mayor closed the public hearing and the City Council voted 6 to 0 to defer its decision on A-4-22 to the February 21, 2023, meeting. Council directed staff to negotiate with the applicant/developer to revise the DA to address the concerns of individual Council members. She said the Mayor and City Council members subsequently provided their comments to City staff so that they could negotiate with the applicant team. She said the applicant team agreed with the requests of Council members and the DA was revised consistent with those requests and the express needs of the Police, Fire, and Streets Departments, as well as the Water and Wastewater Departments. She noted the revised DA reflected the combined efforts of staff from the Planning, Police, Fire, Streets, Water, Wastewater, Legal, and Administration Departments, as well as the Mayor and applicant team to meet the concerns and comments expressed by Council. She said that after much discussion on February 21, the City Council voted 6-0 to re-open the public hearing and schedule it for the next available meeting date in order to allow the public to provide additional testimony. She mentioned Mayor Hammond had indicated that the re-opened public hearing should be limited to addressing the new information and changes to the DA since the original February 7, public hearing. She said Council is to make a decision on Council Bill No. 23-1002, approving the annexation request with the addition of the R-3 zoning designation, and whether to approve the Annexation and Development Agreement by Resolution 23-012. She said Council must make written findings supporting its decision and that the following were four (4) findings required for annexation:

- Finding #B8: That this proposal is or is not in conformance with the Comprehensive Plan.
- Finding #B9: That public facilities and utilities are or are not available and adequate for the proposed use.
- Finding #B10: That the physical characteristics of the site make or do not make it suitable for the request at this time.
- Finding #B11: That the proposal would or would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and/or existing land uses.

She explained the addition of R-3 zoning was new, included 47.053 acres, and would provide a buffer zone between the existing neighborhoods and the project, and reduced the R-8 zoning area to 187.099 acres. She noted Police, Fire, and Streets and Engineering Departments had provided important details on public safety and service requirements related to connections to the east of the proposed annexation. The comments were utilized to draft Section 4.3 of the revised DA. She noted other changes to the DA included a maximum of 2,800 residential units, two (2) street connections to existing subdivisions on the east, no Hanley Avenue roundabouts on the northern boundary of the property, water easements, adding a right-turn lane for eastbound traffic on Hanley Avenue to the future middle school, installation of Rectangular Rapid Flashing Beacons (RRFBs) at both school sites at the owners' expense, adding a location for a future Police Substation, revised phasing plan, removal of use limitations, the addition of a section related to subdivision plans, planned unit development, site plan or boundary line adjustment requests, new construction activity section, revised concurrency analysis requirements, revised affordability covenants, and a revised conceptual Master Plan. She said the Post Falls Highway District's requested changes had been incorporated into the DA.

She said City Council would need to make separate findings for the zoning since the zoning districts had changed from the Planning Commission's recommendation, and a findings worksheet had been provided in the Council meeting packet. She noted Council had to decide whether to annex the property, the zoning if annexed, make findings on A-4-22 to approve, deny, or deny without prejudice, and a separate motion was required if Council chose to approve, approve with modifications, or reject the revised Annexation and Development Agreement.

DISCUSSION: Councilmember Wood clarified the two (2) street connections were not decided by a consensus of the full Council. Mayor Hammond noted the City's public safety departments had requested at least one (1) connection. Councilmember Gookin asked why the Police Department Substation had been added, with Chief White responding it was desirable to keep officers in close proximity to their work location and the proposed development was on the outskirts of the City. He explained the access points were chosen by location, the need was tied to density, and it was important to have access based on the proposed density which included two (2) school sites and commercial uses. He noted Nez Perce Road and Appaloosa Road would provide the best two (2) access connections. Councilmember Gookin said the maximum number of residential units (2,800) was based on the Wastewater Department's modeling and asked if it was based on maximum growth, with Director Mike Anderson responding the modeling assumed a certain amount of flow from all the surrounding areas of growth throughout the City. Councilmember Gookin asked why R-1 zoning was inefficient, with Ms. Patterson responding the larger the lots were, the less efficient it was to provide City services to them. Councilmember Gookin said a minimum 200' buffer had been added and would anything be changing in the future to change the amount, with Ms. Patterson responding it was locked in the DA and if changes were desired, they would have to bring the DA back to Council for revisions and approval. Councilmember Gookin stated Planned Unit Development (PUD) agreements were not approved by Council, with Ms. Patterson explaining any amendments to the DA would have to be brought before the Council for approval. Councilmember Wood commended the applicant for their efforts in making adjustments to the DA as the City had requested. She said Planning Department staff were professionals and had done a great job, yet Council had to look at the impacts to the neighborhoods, police and fire access, and she was not in favor of more than one (1) access point through the existing neighborhood and was looking for compromises all involved could live with. Councilmember Evans said at the last meeting there was a comment regarding phasing and stakes at the property. Water Department Director Terry Pickel said his department had been exploring possible well sites and the stakes were placed by his Department. He said they had drilled a test well, which failed due to fine sand, and would be looking for a new well site on the property. Councilmember Evans said she was concerned with unanticipated consequences by limiting street connections to only two (2) access points.

APPLICANT:

Mischelle Fulgham, attorney representing the Kootenai County Land Company, said it was beneficial to the City to manage the entire 440 acres with the DA, as it gave the City control of long-term growth. She said when the specific development was presented (Subdivision, PUD, etc.) for approval, more specific information and studies would be done. She said land use decisions were legislative matters and the Idaho Supreme Court had held historically that

annexations were legislative decisions and not subject to judicial review, and annexation was a legislative act of the City. She said the Comprehensive Plan was a guide, not a rigid mandatory document. She noted they had provided a vision for the property in May 2020 when the City was working on the Comprehensive Plan, and explained the plan had changed from what they had presented at the neighborhood meetings. She said the DA gave the City control of the property and it would travel with the land. She noted there were no laws requiring workforce housing, police substations, parks and trails, etc., and said the DA was a great tool for the City to be able to include them in the agreement. She said amendments to the DA must return as a public hearing. She stated there had been no violations of open meeting law, the annexation and development agreement met all the necessary requirements, and asked for Council's approval.

Civil Engineer Gabe Gallinger, Kootenai County Land Development, said the plan had been designed to encourage traffic west to Huetter Road and north to Hanley Avenue. In the future, the Appaloosa Road connection would have a controlled intersection. He explained the two (2) local connections of Nez Perce Road and Appaloosa Road would contain traffic diversion and calming methods. He noted the possible use of chicanes, which are alternating curved islands that create meandering roads, and speed humps to discourage and/or slow traffic. He clarified the road connections would not be done right away and would follow the phasing plan.

Councilmember Wood said she was not in favor of the Appaloosa Road connection, and asked about purchasing Industrial Loop property for a connection. Mr. Gallinger said they had looked at the Industrial Loop property and how it may be incorporated and said the challenge was it contained a radius which was not ideal for an intersection. Councilmember Wood said Nez Perce Road was also an entrance to a quiet neighborhood and asked if Mullan Avenue was no longer being looked at, with Mr. Gallinger responding the Mullan Avenue option was moved to the south to connect to Huetter Road. Councilmember Wood asked how the property would be developed without affecting the surrounding properties, with Mr. Gallinger responding all work would be done on the developer's property. Councilmember Wood noted the Police Substation would need parking, security features, and a work space. Ms. Fulgham said they would work with the Police Chief on the design. Councilmember Miller asked if the traffic calming devices and the trails would be done along with the phasing, with Mr. Gallinger responding they would. Councilmember English stated having two (2) access points was essential for public safety and the two (2) streets had been designed for connectivity.

Brad Marshall, Senior Project Manager of JUB Engineers, said they were directed by Council to meet with the neighbors. He said they had held a meeting, listened to neighborhood concerns, and returned to Council with the addition of the R-3 buffer zone. He said in the last year they had conducted many meetings and met with various community groups. He noted that, almost a year ago, they had held a robust public meeting at the Kroc Center, and would continue to work with the public as the project moved forward. He noted at the end of the hearing the Council would be required to adopt findings and that the project met all required findings.

Mayor Hammond called for a recess at 6:54 p.m., and called the meeting back to order at 7:00 p.m.

PUBLIC TESTIMONY:

Sean Jackson, Coeur d'Alene, stated he was concerned with additional traffic and the safety of people as there were no sidewalks in the existing neighborhoods adjacent to the proposed development.

Tom Berube, Coeur d'Alene, stated there were currently no life safety concerns and the life safety concerns were due to the development and the developers should place a fire station in the project. He asked that the zoning be reduced to R-1.

Mike Bullard, Coeur d'Alene, stated he was in opposition to the zoning as the increased traffic would lead to impacts at the south end of Atlas Road.

Wayne Passaow, Coeur d'Alene, stated he represented his HOA and their concerns were with the traffic impacts. He requested gates be installed at the connectors for public safety access.

Ronda Bowling, Coeur d'Alene, stated she didn't feel the project met the required findings, density was an issue, and asked that the project be denied.

Mike Curtis, Coeur d'Alene, stated he understood the developer and City's positions, yet the traffic impacts would be astronomical.

Suzanne Knutson, Coeur d'Alene, stated she represented Neighbors for Responsible Growth and they were not provided an opportunity to provide slide presentations during meetings. She said she had submitted her comments to Council through the City Clerk. She noted the entire development would encompass 1100 acres in total.

Stephanie Wolf, Coeur d'Alene, stated Huetter Road was not a good alternative as it was only a two-lane road.

Nancy Barr, Coeur d'Alene, stated the development was not compatible with existing neighborhoods due to density, school location, and traffic impacts.

Robert Knutson, Coeur d'Alene, stated existing City infrastructure was not in place to support the project. He felt the process had not been done without bias and asked that the project be denied.

Bridget Sundahl, Coeur d'Alene, stated the City should look at the surrounding roads and plan for safety needs and asked for the project to be denied.

Andrea Peters, Post Falls, asked for Council to deny the annexation. She noted KMPO asked future developments to set aside property for roads and Huetter Road at the underpass at I-90 would need upgrades. She said the development was not in conformance with her neighborhood.

Brian Rodgers, Post Falls, stated he represented the No Huetter Bypass Group. He noted they were concerned with the current growth of the area and the proposed development would be a city within the City.

Lorelei Ruddick, Coeur d'Alene, stated the Planning Commission had goals and none were being met with the proposal. She asked that the project be denied with prejudice.

Roger Ruddick, Coeur d'Alene, stated the roads of his heritage neighborhood were designed to attach to a development of similar density. He said the density of the development was the issue.

Gynii Gilliam, Coeur d'Alene, stated she was president of Coeur d'Alene Area Economic Development/Jobs Plus. She said a key challenge for the community was a shortage of worker housing, and noted recent studies had shown there was a shortage of 2,000+ homes. She said existing businesses could not fill positions because of the home shortage, and the proposed development would help alleviate some of the shortages, yet also recognized there were issues with any development. She said she was in favor of the annexation and development agreement as it addressed some of the housing issues.

Scott Krajeck, Coeur d'Alene, stated an alternative would be to approve the annexation yet restrict the two (2) accesses to public safety/emergency services only.

Jeff Voeller, Coeur d'Alene, stated he represented the Coeur d'Alene School District. He noted the school sites were spread out in order to be in proximity to connections to sewer, water, and to other schools. He said a middle school was needed immediately, and the bike and walking paths were important. He mentioned it was the first time the District had been asked by a developer what they needed.

James Casper, Coeur d'Alene, said he was the executive director of Habitat for Humanity and housing was a challenge as there currently was a low supply. He said it was healthy to continue to build homes in order to have a housing supply for workers and he applauded the developer for including low-moderate income and workforce housing options.

Diana Sheridan, Coeur d'Alene, stated Huetter Road was not adequate for the current traffic and would not support the additional traffic impacts of the development. She mentioned the last time the aquifer had been studied was in 2000, and it hadn't been evaluated since.

John Bruning, Coeur d'Alene, stated as a representative of the Panhandle Affordable Housing Alliance that it unanimously supported the project. He noted the Comprehensive Plan recognized a need for new affordable workforce housing and the project set aside 5% for workforce housing. He said the project was a first and important step toward affordable housing.

Rob Orth, Coeur d'Alene, stated he was a local real estate broker and, if new inventory was not built, prices would continue to go up. He said he was in support of the project.

Nate Dyk, Coeur d'Alene, stated in 2020 the applicant had submitted a plan to the City which had less density for the entire 1100 acres. He said the current plan had changed substantially and didn't fit in with the existing neighborhoods.

Melissa Dyk, Coeur d'Alene, stated she had concerns with high-density traffic which may cut through her neighborhood. If the project was approved, it would destroy her neighborhood. She asked for the density to be reduced to that which was presented in 2020. She asked that the project be denied with prejudice.

William Cushman, Coeur d'Alene, stated the development would make additional fire apparatus necessary and the City and taxpayers would have to foot the bill. He said the project had too high of density for the area.

Daniel Finley, Hauser, stated the right thing for the people in the area was to support and approve the annexation. He said there were no starter homes or workforce housing available. He said the project would make space for families, places for children to play, was fiscally responsible, and that R-1 and R-3 zoning were luxuries. He said the project represented gentle touch density.

Mark Jacoby, Post Falls, stated the majority of the development on the southeast corner was not a good fit with existing properties. He noted there had not been a complete traffic study and the developer should dedicate property for expanding the roads. He asked for the annexation to be denied with prejudice.

Don Schmitt, Coeur d'Alene, asked Council to take a practical approach and to protect his neighborhood.

Lorraine Jacoby, Post Falls, stated there had been a lot of testimony regarding the density of the project, the density should be reduced, and asked for responsible development. She said there was trouble with funding current school levies and it may be hard to ask the citizens of Coeur d'Alene to support the new schools.

Lacy Moen, Coeur d'Alene, stated Coeur d'Alene was a community of love and that people were looking for places to live and yet there was a lack of housing. She understood the issues with traffic in the neighborhood and was still in support of the project.

APPLICANT REBUTTAL:

Ms. Fulgham said that many comments were related to density. The City's new Comprehensive Plan had changed allowable density and they had followed the Comprehensive Plan in applying zoning. She mentioned that during early discussions with City staff and at the Planning Commission hearing they were told to increase zoning density to R-17 since it was shown in the Comprehensive Plan for the area, but they argued it was too high of density for their project. She clarified that there was no annexation application in 2020, as the application was submitted in May 2022. She noted they had complied with City requirements and requested changes. Mr. Gallinger said the aquifer was currently under the Idaho Department of Water Resources (IDWR) and they had adopted a Rathdrum Prairie Aquifer Master Plan in July 2011, which addressed water needs for a 50-year period. He said IDWR has nine (9) monitoring wells throughout the area.

Sean Messner, Traffic Engineer with CivTech, said they had worked with Kootenai Metropolitan Planning Organization (KMPO) and City staff for traffic modeling which included the proposed 440 acres, and the 600 acres to the west of the project. He said the refined model was specific for the project, they were looking out to 2045 in relation to regional growth for the area, and it appeared there would be adequate future facilities to serve all of the growth with future road improvements. He noted additional traffic studies would be completed as the project progressed.

Councilmember McEvers said earlier it was explained that the Comprehensive Plan was a guide and now it sounded like it must be followed. Ms. Fulgham said Comprehensive Plans were not zoning ordinances and were somewhat flexible and were used for visions and goals for future development. She said Comprehensive Plans allowed for small deviations which allowed flexibility, yet R-1 was not included in the Comprehensive Plan and therefore could not be used. She said in general Comprehensive Plans should be followed when possible and that was why the project had the proposed zoning density. Councilmember Wood said it was the first she had heard about staff encouraging higher density, with Ms. Fulgham responding City staff had encouraged them to match the Comprehensive Plan's designation. Councilmember Wood asked if they would consider lowering density, with Ms. Fulgham responding the project had been reduced to 56% of the allowable zoning density. Councilmember Wood stated the total density had been reduced to 56% based on the City's ability to provide services. Councilmember Miller asked if a traffic study would be done at each phase and include traffic calming devices and public transportation, with Mr. Messner responding they would be included in studies as the items were part of the DA. Councilmember Miller asked if, in the future, a portion of Industrial Loop was purchased, would it be included in the traffic study, with Mr. Messner responding if the property was purchased, it would be a part of Phase I's traffic study. Councilmember Wood asked if there would be a buffer zone on Huetter Road, with Mr. Gallinger responding the DA set aside 25' of future right-of-way dedication and there was no buffer planned in the zoning, yet Huetter Road itself required a setback. Councilmember Wood said she was concerned with waiting on traffic studies and wanted the Industrial Loop property looked at as an option. Mr. Gallinger explained there were design considerations with the curved street, no current rights-of-way, and the property was owned by a third-party. Councilmember Gookin asked about traffic calming measures (speed humps and chicanes) and how would they may affect public safety, with Fire Chief Greif responding the Fire Department was okay with calming devices as long as they were wide enough for their apparatus, yet speed humps would be a concern due to wear and tear on vehicles.

Mr. Marshall said they felt the project met the findings required, the property was a part of the City's Area of City Impact (ACI), included in Comprehensive Plan, public utilities could be brought to the property, traffic would be mitigated, and he requested approval of the annexation and zoning.

Mayor Hammond closed the public hearing.

Councilmember Evans asked if public safety had any concerns with locked gates, with Chief Greif responding there currently weren't any being used by the Fire Department, so they had no experience with them either way. Councilmember McEvers asked if three (3) lanes would improve Atlas Road and reduce the impacts to Seltice Way. City Engineer Chris Bosley said that by adding a turn lane on Atlas Road it would help alleviate the traffic backups as motorists wait to make turns.

He said without connections to Atlas Road, Huetter Road and Hanley Avenue would be over capacity, and that intersection improvements would be needed. He noted without two (2) accesses to Atlas Road, all traffic would go to Hanley Avenue and Huetter Road. Councilmember McEvers asked for explanation regarding not crossing Huetter Road, with Ms. Patterson responding it had been discussed for the entire project, was studied during the Comprehensive Plan process, and the decision was made not to cross Huetter Road. Mayor Hammond said previous mayors had come to an agreement that Huetter Road would be the dividing line between the Cities of Post Falls and Coeur d'Alene.

MOTION: Motion by Gookin, seconded by Wood, to deny without prejudice A-4-22 – Annexation of +/- 440 Acres from County AG Suburban to City R-3, R-8, R-17, C-17L, & C-17 (Commonly Known as Coeur Terre). Location: N. of I-90, S. of W. Hanley Ave, E. of Huetter Rd; Applicant: Kootenai County Land Company, LLC and to develop the necessary Findings and Order as follows:

Finding #B8: The proposal is not in conformance with the Comprehensive Plan.

- Community and Identity Objective CI 1.1: Foster broad-based and inclusive community involvement for actions affecting businesses and residents to promote community unity and involvement. *Opportunities were missed and more community involvement was needed.*
- Growth and Development Objective GD 1.5: Recognize neighborhood and district identities. *The goal failed for reasons stated during hearing and failed to meet the criteria noted for growth and development.*

Finding #B9: Public facilities and utilities are not available and adequate for proposed use.

- Due to Huetter and Atlas Roads being inadequate.

Finding #B10: Physical characteristics of the site are suitable.

Finding #B11: The proposal would adversely affect the surrounding neighborhood with regard to traffic, neighborhood character and existing land uses.

- It would adversely affect the surrounding neighborhood due to the existing neighborhood being zoned R-1.

ROLL CALL: English No; Wood Aye; Evans No; Miller No; McEvers No; Gookin Aye.
Motion failed.

DISCUSSION: Councilmember Wood said she liked the product, yet the impacts to existing neighborhoods remained and she would like the applicant return with additional changes. Councilmember McEvers said Coeur d'Alene Place was a success and had been a long-term project as well. He noted that businesses were struggling to find workers and this type of growth

was a good long-term project. Councilmember Miller stated all concerns they had heard were valid and it was important to provide housing and jobs. She noted the City's Comprehensive Plan guided the City with responsible growth projects. Councilmember English said he lived at Coeur d'Alene Place and was on the Council when it was approved. He noted it was a rare opportunity to have a large parcel brought forward for development, recognized that the project was asking for half of the density allowed by the zoning, and that people at all price points should be supported. Councilmember Evans said the City was tasked with balancing the needs of the existing and new neighborhoods. She said the applicant had made many concessions in the project by adding a Police Substation, trails, public spaces, two (2) school sites, to name a few. She said it had been valuable to have the involvement of the community. Mayor Hammond said there had been substantial efforts to preserve the Prairie, yet when R-1, R-2, and R-3 development was proposed, it pushed development further out into the prairie. He said the two subdivisions to the east, which had come to protest the project, sat over the aquifer and were disposing their waste right into the aquifer which was not good nor healthy for the rest of the community. He noted affordable housing was needed for workers of all types. Councilmember Gookin said he believed zoning existed to protect existing neighborhoods and the current proposed project was not protecting the neighborhoods. He noted the high-density zoning required the public safety access points through the existing neighborhoods and would like to see the project return to Council with a lower density project. He mentioned 95% of the proposed development would not be affordable housing. Councilmember Wood said the issue continued to be the best ingress/egress roads and disagreed with the placement, the project would not break ground for another year, and there was time to make a good decision.

MOTION: Motion by McEvers, seconded by English, to approve A-4-22 – Annexation of +/- 440 Acres from County AG Suburban to City R-3, R-8, R-17, C-17L, & C-17 (Commonly Known as Coeur Terre). Location: N. of I-90, S. of W. Hanley Ave, E. of Huetter Rd; Applicant: Kootenai County Land Company, LLC and to develop the necessary Findings and Order.

ROLL CALL: English Aye; Wood No; Evans Aye; Miller Aye; McEvers Aye; Gookin No.
Motion carried.

FINDINGS AND ORDER

This matter having come before the City Council on March 21, 2023, and there being present a person requesting approval of ITEM A-4-22, a requested annexation of a +/- 440-acre parcel in Kootenai County, currently zoned AG-Suburban, to be incorporated into city limits with a mix of zoning designations including: R-3, R-8, R-17, C-17L, and C-17.

The Applicant is Kootenai County Land Company, LLC.

The Location is: Property north of Interstate 90 and West Woodside Avenue, south of the future West Hanley Avenue, east of North Huetter Road, and west of North Atlas Road.

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

The City Council adopts items B1 through B7.

- Finding #B1: That the existing land uses are residential and commercial.
- Finding #B2: That the Comprehensive Plan map designation is Single Family Neighborhood, Compact Neighborhood, Urban Neighborhood, and Mixed-Use Low.
- Finding #B3: That the current zoning is County Ag Suburban.
- Finding #B4: That the notices of public hearings were published on February 4, 2023, and March 4, 2023, which fulfills the legal requirement.
- Finding #B5: That a notice of public hearing was posted on the property on March 3, 2023, which fulfills the legal requirement.
- Finding #B6: That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property.
- Finding #B7: That public testimony was heard on February 21, 2023, and March 21, 2023.

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

- Community and Identity, Goal CI 1: Coeur d'Alene citizens are well informed, responsive and involved in community discussion. *Citizens were involved and provided community input multiple times throughout the process.*
- Community and Identity Objective CI 1.1: Foster broad-based and inclusive community involvement for actions affecting businesses and residents to promote community unity and involvement. *The development is in conformance with the Comprehensive Plan as citizens were involved in the process.*
- Community and Identity Goal CI 3: Coeur d'Alene will strive to be livable for median and below income levels, including young families, working class, low income, and fixed income households. *The Developer will provide low-income housing as required in the Development Agreement with a required deed restriction to a certain area median income (percentage of AMI).*

- Community and Identity Objective CI 3.1: Support efforts to preserve existing housing stock and provide opportunities for new affordable and workforce housing. *The Developer will up to 2,800 units of multiple housing types and bedrooms, and provide low-income housing as required in the Development Agreement with a required deed restriction to a certain area median income (percentage of AMI).*
- Growth and Development Goal GD 1: Develop a mix of land uses throughout the city that balances housing and employment while preserving the qualities that make Coeur d'Alene a great place to live. *Coeur d'Alene has a balance of land uses throughout the City and this is a mixed-use development, involving residential uses of various types and sizes, as well as commercial and civic uses.*
- Growth and Development Objective GD 1.1: Achieve a balance of housing product types and price points, including affordable housing, to meet City needs. *This is provided for in the Development Agreement.*
- Growth and Development Objective GD 1.5: Recognize neighborhood and district identities. *The Project is a great opportunity to create something unique with opportunities for families, including trails, parks, and schools.*
- Growth and Development Goal GD 2: Ensure appropriate, high-quality infrastructure to accommodate community needs and future growth. *All of the City's utilities have examined the development proposal and planned for the future development. They are able to provide high-quality infrastructure to accommodate the proposed growth and development.*
- Growth and Development Objective GD 2.1: Ensure appropriate, high-quality infrastructure to accommodate growth and redevelopment. *The City's utilities have planned for future development and are able to provide high-quality infrastructure to accommodate growth and redevelopment.*

Finding #B9: That public facilities and utilities are available and adequate for the proposed use. This is based on *staff input, the testimony of the developer, the proposed Annexation and Development Agreement, and the staff reports.*

Finding #B10: That the physical characteristics of the site make it suitable for the request at this time because: *the land is relatively flat, there are no topographical issues or physical site constraints.*

Finding #B11: That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and existing land uses because: *the zoning that is proposed adjacent to the surrounding residential subdivisions (R-3) is in accordance with the City's Comprehensive Plan. The traffic concerns are addressed in the Annexation and Development Agreement with concurrency studies to be completed with each phase.*

ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned findings, concludes and orders that the request of KOOTENAI COUNTY LAND COMPANY, LLC, for annexation of a +/- 440-acre parcel in Kootenai County, and assigning zoning districts R-3, R-8, R-17, C-17L, and C-17 as shown in the Annexation and Development Agreement, should be approved.

The City Council further orders that the Annexation shall be contingent on the Owners of the Property signing an Annexation and Development Agreement as approved by Council.

MOTION: Motion by McEvers, seconded by Evans, to move to adopt the foregoing Findings and Order.

ROLL CALL:

Council Member Wood	Voted No
Council Member Gookin	Voted No
Council Member Miller	Voted Aye
Council Member McEvers	Voted Aye
Council Member Evans	Voted Aye
Council Member English	Voted Aye

Motion to approve carried by a 4 to 2 vote.

COUNCIL BILL NO. 23-1002

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 33, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, AND PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; 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: Motion by Evans, seconded by McEvers, to dispense with the rule and read **Council Bill No. 23-1002** once by title only.

ROLL CALL: Wood Aye; Evans Aye; Miller Aye; McEvers Aye; Gookin Aye; English Aye.
Motion carried.

MOTION: Motion by McEvers, seconded by Miller, to adopt **Council Bill 23-1002**.

ROLL CALL: Wood No; Evans Aye; Miller Aye; McEvers Aye; Gookin No; English Aye.
Motion carried.

RESOLUTION NO. 23-012

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN ANNEXATION AND DEVELOPMENT AGREEMENT WITH KOOTENAI COUNTY LAND COMPANY, LLC, LREV 27 LLC, LREV 28 LLC, LREV 29 LLC, LREV 30 LLC, LREV 31 LLC, LREV 32 LLC, LREV 33 LLC, LREV 34 LLC, LREV 35 LLC, LREV 36 LLC, LREV 37 LLC, LREV 38 LLC, AND LREV 39 LLC.

MOTION: Motion by McEvers, seconded by English, to adopt **Resolution No. 23-012**, approving the Annexation and Development Agreement for A-4-22.

ROLL CALL: Evans Aye; Miller Aye; McEvers Aye; Gookin No; English Aye; Wood No.
Motion carried.

ADJOURNMENT: Motion by Evans, seconded by McEvers, that there being no other business this meeting be adjourned. **All in favor. Motion carried.**

The meeting adjourned at 9:58 p.m.

ATTEST:

James Hammond, Mayor

Sherrie L. Badertscher
Executive Assistant

March 27, 2023
GENERAL SERVICES/PUBLIC WORKS COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Woody McEvers, Chairperson
Council Member Kiki Miller **ABSENT**
Council Member Dan Gookin

STAFF

Juanita Knight, Senior Legal Assistant
Randy Adams, City Attorney
Troy Tymesen, City Administrator
Mike Anderson, Director, Wastewater
Justin Kimberling, Assistant Super, Streets & Engineering
Todd Feusier, Superintendent, Streets & Engineering
Ted Lantzy, Building Official, Building Department

Item 1. Approval of Wastewater Policy 720, Residential-Low Monthly Sewer Rate Qualifications.
(Consent)

Mike Anderson, Director of the Wastewater Department, is requesting Council approve Wastewater Policy 720, which seeks to define qualifications for the Residential-Low monthly sewer rate. Mr. Anderson explained in his staff report that there is no reasonable way to measure residential wastewater, the wastewater portion of utility bills is based on water usage. Because residential water usage increases with summer irrigation, the City assumes an average residential water usage, based on winter months. The City and Wastewater Department have historically sought a second category, outside this Citywide average, for users whose water consumption is significantly less. The Residential-Low sewer rate was recently adjusted in the 2022 Rate Study to reflect the current cost to treat 2500 gallons or less of wastewater. This adjustment ensures fairness of costs amongst the rate payers. This policy seeks to provide transparency to the wastewater rate payer on the qualifications required to be placed on this rate. Many of these qualifications are defined in City Ordinance, and some have been historically implemented. Currently, this information is explained verbally to rate payers inquiring about their bill. Placing all this information in a single, written location should provide clarity and transparency to inquiring rate payers and also provide relief to Utility Billing Staff.

Councilmember McEvers asked if qualifying for residential low is automatic or do residents have to apply for it? Mr. Anderson said it is automatic.

MOTION: by Gookin, seconded by McEvers, to recommend that Council approve Wastewater Policy 720, Residential-Low Sewer Rate Qualifications. Motion Carried.

Item 2. Declaration of vehicles as surplus and authorize the sale at auction.
(Consent)

Justin Kimberling, Assistant Superintendent of the Streets & Engineering Department is requesting Council declare various pieces of used equipment and items to be surplus and authorize the surplus items to be sold through auction. Mr. Kimberling explained in his staff report that as vehicles and equipment reach their end of usefulness to the City, staff comes before the Council to request they be declared as surplus and auctioned off. Currently, the below list of vehicles are deemed at their end-of-life period:

1. ST248 - 1999 GMC 6500 Vin# 1GDJ6H1D9XJ853449
2. ST207 - 2005 DODGE 1500 Vin# 1D7HU16N95J538736
3. BLDG958 – 2005 CHEVROLET Vin# 1GNNT13S152318952
4. BLDG955 – 2005 CHEVROLET Vin# 1GNNT13S852354752
5. PARKS855- 1996 BANDIT Wood Chipper Vin#2603
6. PARKS818- 1990 CHEVROLET 2500 Vin#1GBK24K9LE173799
7. PARKS813- 1990 GMC 2500 Vin#1GDGK24K8LE534530
8. PARKS839C- 1991 KUBOTA L2250 Tractor Vin#62250D56037

Mr. Kimberling said the equipment has been determined to have little value. The vehicles were offered to other City Departments before this request but no department claimed any vehicle.

Councilmember McEvers asked when vehicles change from department to department, where does the maintenance responsibility fall? Mr. Kimberling said it remains in the Streets & Engineering Department.

MOTION: by Gookin, seconded by McEvers, to recommend that Council approve the declaration of vehicles as surplus and authorize the sale at auction. Motion Carried.

Item 3. Acceptance of bid and award a contract to Poe Asphalt and Paving, Inc. for the 2023 Chipseal Project, in the amount of \$639,000.00.

(Agenda)

Todd Feusier, Superintendent of the Streets & Engineering Department is requesting Council award the 2023 Chipseal Project to Poe Asphalt Paving, Inc., as the low bidder. Mr. Feusier explained in his staff report that this year's chipseal project was advertised for bids in March, 2023. Bids were opened on March 15, and two (2) responsive bids were received by Road Products, LLC., in the amount of \$729,680.00, and Poe Asphalt Paving, Inc., in the amount of \$639,000.00. Mr. Feusier added that the overlay/chipseal program is a budgeted item and construction will likely occur in late July when temperatures allow.

Councilmember Gookin said the City budgeted \$1.5 million for this project and asked why are we only spending \$639,000.00? Mr. Feusier said as staff went through the bidding process and getting the plans together, they figured the engineer's estimate would be close to a million dollars. Staff was very excited that it came in under budget. To use the remaining budgeted dollars, they plan to do some inlay and overlay asphaltting in other areas of the City that are needed. Councilmember Gookin said he is glad to hear that because he believes the City should stay ahead of the curb on maintaining the streets.

Councilmember McEvers voiced concern regarding the roads not lasting as long as he would expect and asked Mr. Feusier if they have looked at that? Mr. Feusier said it is a problem as minimum standards are followed. He said another issue is large trucks driving on the roads year-round. Councilmember McEvers said the City does not have load limits, correct? Mr. Feusier said currently, the City does not. However, he has been researching load limits for the past 6–8 months and feels the City does need load limits. He plans to bring that discussion before the City Council in the future.

MOTION: by Gookin, seconded by McEvers, to recommend that Council accept the Bid and Award a Contract to Poe Asphalt and Paving, Inc., in the amount of \$639,000.00. Motion Carried.

Item 4. Authorization to file a \$16,500.00 lien against property located at 113 E. Indiana Avenue relating to the cost of abatement and demolition of a dangerous building.
(Agenda)

Ted Lantzy, Building Official of the Building Department is requesting Council approve a lien against property located at 113 E. Indiana Avenue to ensure the cost of abatement and demolition fees are repaid to the City upon sale of the property. Mr. Lantzy explained in his staff report that this building has been vacant for several years after the owner, who could no longer care for himself, was moved to a nursing home. Shortly after the owner left, transients began camping in the yard and later broke out several windows to gain entry into the residence. Code Enforcement was contacted and the home temporarily secured. In April of 2021, the Building Department received complaints from the neighboring daycare that bricks from the decaying chimney of the house were falling into their yard. The City was also notified that transients were once again entering the building. City Inspector Keith Clemans contacted the owner's sister (Judy) about the safety issues. Judy, who has power of attorney, hired a contractor to board up the broken windows and remove the chimney. The Building Department received calls again in January of 2023 that more windows were broken, transients were again entering the building, and roof shingles were continually blowing into the neighboring daycare. The large tarp, which previously covered the roof, had partially blown into the neighboring daycare. Extensive damage was observed to the roof structure due to inadequate protection. Inspector Clemans again contacted Judy who informed him she would not put any more money towards repair or maintenance of the home. Inspector Clemans informed her the City may have to tear the building down if the hazardous conditions were not taken care of. She was not opposed to that solution. A notice to abate was filed with Kootenai County on February 3, 2023. A copy of the notice was posted on the building and a copy sent to Judy with instructions for appealing the decision. In conversations with Judy, she indicated she had no wish to appeal. Once the allotted time for appeal had passed, staff contacted Cannon Hill, and Big Sky Construction for demolition quotes. Cannon Hill's proposal came in at a reasonable price. Cannon Hill had an opening available between jobs and the home was removed on March 13, 2023. Financial cost to the City is \$16,400 for asbestos testing, removal of the structure, cleaning the lot, capping water and sewer. A \$100 abatement fee is charged for staff time. Demolition of this structure improves the safety of the neighboring daycare and surrounding community, and eliminates the opportunity for transient habitation.

Councilmember McEvers asked if the Building Department does this very often? Mr. Lantzy said they had two (2) others this past year, and at this location the City financed the cost of the demolition. Staff worked with the homeowners of the other two (2) properties and they were responsible for the cost of demolition. Prior to these three (3) properties, it was approximately 20 years since the City had an abatement and demolition of a dangerous building.

MOTION: by Gookin, seconded by McEvers, to recommend that Council authorize staff to file a \$16,500.00 lien against property located at 113 E. Indiana Avenue to cover the cost of abatement and demolition of a dangerous building. Motion Carried.

Recording of the meeting can be found at: <https://www.youtube.com/live/S80JChRTLcE?feature=share>

The meeting adjourned at 12:35 p.m.

Respectfully submitted,
Juanita Knight
Senior Legal Assistant
Recording Secretary



City of Coeur d'Alene

Municipal Services Department

City Hall, 710 E. Mullan Avenue
Coeur d'Alene, Idaho 83814
(208)769-2229 or Fax (208)769-2237
ksetters@cdald.org

OUTDOOR EATING FACILITY ENCROACHMENT APPLICATION

Valid March 17 - Nov 1 Annually

New applications or renewals with changes will be submitted to City Council for approval.
The application must be received in the Customer Service Center a minimum of seven (7) days prior to a City Council meeting
(first and third Tuesday of each month). Payments are due with the application.

Please mark the appropriate seating location below:

[] Seating on Private Property

[X] Seating on Public Right of Way
*Encroachment Permit and additional insurance required

Name of Eating Establishment: Rivaura Estate Vineyards and Winery

Applicant's Name: Reece Hewett

Phone Number:

Contact Person: Reece Hewett

Phone Number:

Cell Phone: 208-791-8754

Email: rhewett@kenaston.com

Mailing Address:

City/State/Zip:

Physical Address: 505 Sherman Ave

City/State/Zip: CDA, ID

Completed Application [X] New [] Renewal
Change in ownership or type of use? [X] No [X] Yes

Same use, new owner
Please specify

Do you hold a current State of Idaho Kootenai County and City of CDA alcohol license? [] No [X] Yes

If yes, on your State of Idaho alcohol license do you have a restaurant designation? [] No [X] Yes

Is anyone under the age of 21 allowed in the area inside your establishment where alcohol is served? [] No [X] Yes

What hours/days is the full menu available? Start 12pm End 9pm Days Wed - Sun

Please supply a proposed site/seating plan, which is subject to approval and includes the following:

See Attached Sketches

- [X] Show table sizes and chair placement, distance from building (side street 24" tables maximum)
[X] Show distance to any tree, grate, bench, light post, bicycle rack, news rack, etc.
[X] What is width of sidewalk from property line to curb?
[X] Please show location of refuse receptacle and disposal of cigarette remains.
[X] If within the City sidewalk or City property, provide a Certificate of Liability Insurance naming the City as additional insured (\$1,000,000).
[X] If within the City sidewalk or City property, complete a signed encroachment application.

FEEES

Number of Seats x \$22.13 per seat (Sewer Cap Fee) 8 = \$ 177.04
**Fee required if not previously included in your original sewer rate seat count.*

If located on sidewalk or City property, the encroachment fee is \$125.00. + \$ 125.00

TOTAL DUE \$ 302.04

If this is new or a renewal of permit with any changes to site plan or ownership, submit documentation. Please include the following, if within City sidewalk or City-owned property :

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

I have read the outdoor eating policy, and agree to abide by the regulations of the City. Further, I understand that no alcohol may be served at outdoor eating tables placed on City property after 10 p.m.


Applicant Signature

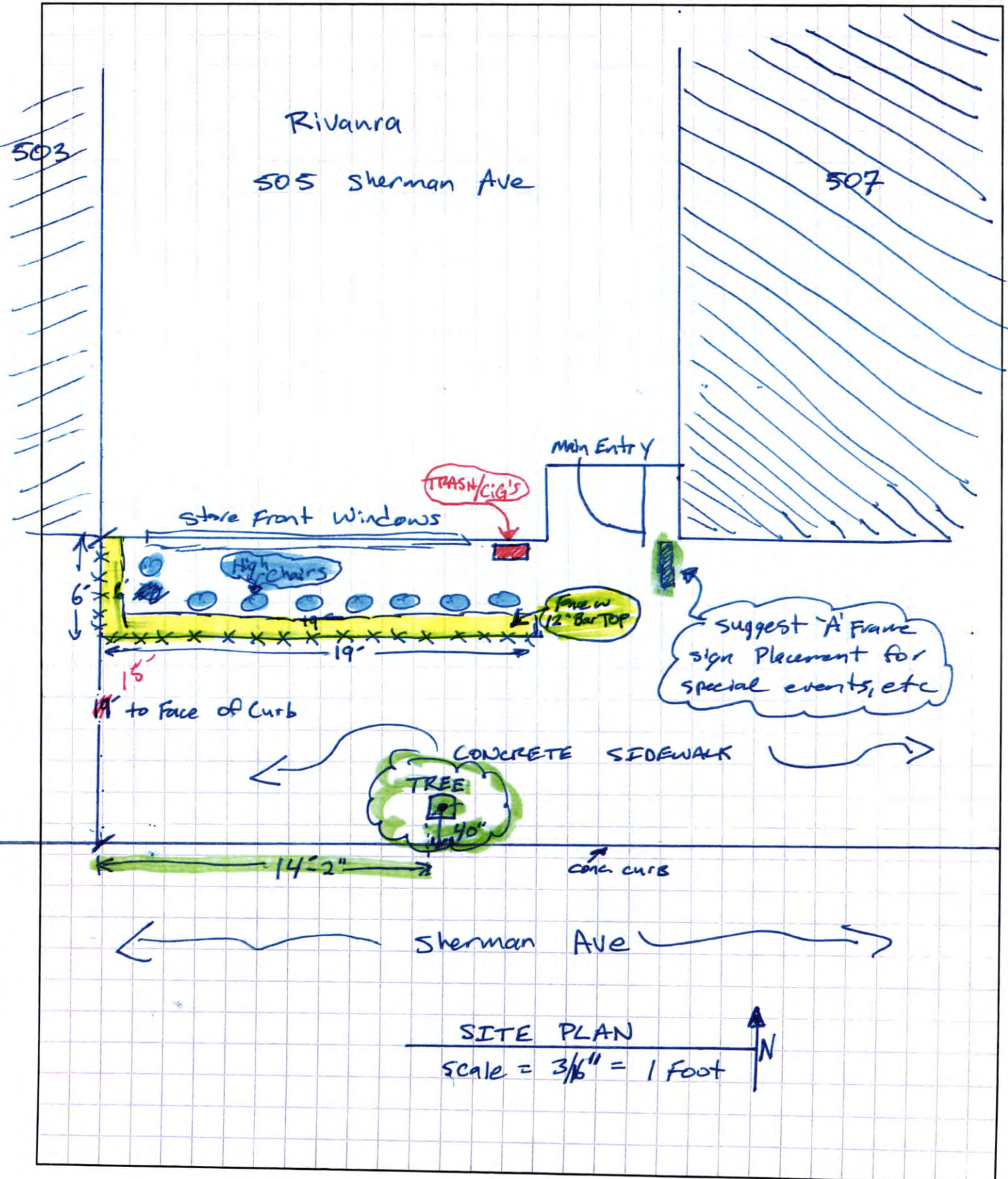
3/6/2023
Date

Internal Use Only

Reviewed and approved on: _____ By: _____
Issued By: _____ Date: _____
Conditions: _____
Denied due to: _____
Date: _____

KENASTON CORPORATION
General Contractors
2517 Main Street
Lewiston, ID 83501
(208) 746-1351

JOB Rivanna - A' Frame - Sidewalk
SHEET NO. _____ OF Permit
CALCULATED BY _____ DATE _____
CHECKED BY _____ DATE 3/6/2023
SCALE _____



RESOLUTION NO. 23-021

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING THE FOLLOWING: WASTEWATER DEPARTMENT POLICY #720, RESIDENTIAL-LOW MONTHLY SEWER RATE QUALIFICATIONS; DECLARATION AS SURPLUS OF A 1999 GMC 6500, 2005 DODGE 1500, 2005 CHEVROLET, 2005 CHEVROLET, 1996 BANDIT WOOD CHIPPER, 1990 CHEVROLET 2500, 1990 GMC 2500, AND A 1991 KUBOTA L2250 TRACTOR FROM THE STREETS & ENGINEERING DEPARTMENT AND AUTHORIZING THE SALE OF THE SURPLUS VEHICLES AT AUCTION; AND AN AGREEMENT WITH COEUR D'ALENE PUBLIC GOLF CLUB, INC., FOR A STORMWATER FACILITIES EASEMENT.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the agreement and take the other actions listed below, pursuant to the terms and conditions set forth in the agreement and other action documents attached hereto as Exhibits "A" through "C" and by reference made a part hereof as summarized as follows:

- A) Adoption of Wastewater Department Policy #720, Residential-Low Monthly Sewer Rate Qualifications;
- B) Declaration as surplus a 1999 GMC 6500, 2005 Dodge 1500, 2005 Chevrolet, 2005 Chevrolet, 1996 Bandit Wood Chipper, 1990 Chevrolet 2500, 1990 GMC 2500, and a 1991 Kubota L2250 Tractor as surplus from the Streets & Engineering Department and authorizing the sale of the surplus vehicles at auction;
- C) Agreement with Coeur d'Alene Public Golf Club, Inc., for a Stormwater Facilities Easement;

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 agreement and take the other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A" through "C" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement and the other actions, so long as the substantive provisions of the agreement and the other actions remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such agreement and other documents as may be required on behalf of the City.

DATED this 4th day of April, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS	Voted
COUNCIL MEMBER MILLER	Voted
COUNCIL MEMBER GOOKIN	Voted
COUNCIL MEMBER ENGLISH	Voted
COUNCIL MEMBER MCEVERS	Voted
COUNCIL MEMBER WOOD	Voted

_____ was absent. Motion _____.

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: MARCH 27, 2023

FROM: MIKE ANDERSON, WASTEWATER DIRECTOR

SUBJECT: ADOPTION OF WASTEWATER POLICY 720, RESIDENTIAL-LOW
MONTHLY SEWER RATE QUALIFICATIONS

DECISION POINT: Should the City Council approve adoption of Wastewater Policy 720, which seeks to define qualifications for the Residential-Low monthly sewer rate?

HISTORY: There is no reasonable way to measure residential wastewater, the wastewater portion of utility bills is based on water usage. Because residential water usage increases with summer irrigation, the City assumes an average residential water usage, based on winter months. The City and Wastewater Department have historically sought a second category, outside this City wide average, for users whose water consumption is significantly less.

FINANCIAL ANALYSIS: The “Residential-Low” sewer rate was recently adjusted in the 2022 Rate Study to reflect the current cost to treat ≈2500 gallons of wastewater. This adjustment ensures fairness of costs amongst the rate payers.

PERFORMANCE ANALYSIS: This policy seeks to provide transparency to the wastewater rate payer on the qualifications required to be placed on this rate. Many of these qualifications are defined in City Ordinance, and some have been historically implemented. Currently, this information is explained verbally to rate payers inquiring about their bill. Placing all this information in a single, written location should provide clarity and transparency to inquiring rate payers and also provide relief to Utility Billing Staff.

DECISION POINT/RECOMMENDATION: Council should adopt Wastewater Policy 720, providing clarity and transparency to the public on the Residential-Low Monthly Sewer Rate Qualifications.



CITY OF COEUR D'ALENE

WASTEWATER UTILITY DEPARTMENT

CITY HALL, 710 E. MULLAN
COEUR D'ALENE, IDAHO 83814-3958
208/769-2281- FAX 208/769-2338

765 W. HUBBARD AVENUE
COEUR D'ALENE, IDAHO 83814
208/769-2281- FAX 208/769-2338

Policy #:	Title:	Effective Date:
720	RESIDENTIAL-LOW MONTHLY SEWER RATE QUALIFICATIONS	4/4/2023

PURPOSE

This policy defines the qualifications for establishing a Residential-Low Monthly Sewer Rate for City of Coeur d'Alene Residential Rate Payers as stated in Coeur d'Alene City Code 13.08.020.

REFERENCE

This policy will replace and supersede any prior guidelines used for determining qualifications for the Residential-Low Monthly Sewer Rate.

POLICY

I. APPLICABILITY

This policy is applicable to all qualifying City of Coeur d'Alene Residential Single Family Dwelling Rate Payers (Billing Fee Code: SERS).

II. POLICY STATEMENT

Water usage records for the previous year are automatically reviewed annually in May for qualification of the Residential-Low Monthly Sewer Rate.

Qualifications for Residential-Low Monthly Sewer Rate:

- Subject property must already be connected to the City’s public sewer system.
- The Property must be occupied by an owner who is a full-time resident.
- Subject property must show at least one year of continuous water use records (water meter data) (review period May 1- April 30).
- Subject property must not exceed an average of 2,500 gallons of water use per month as measured during non-irrigation months, typically December and January usage.

Disqualification from Residential-Low Monthly Sewer Rate eligibility during the one-year review period will result from:

- Two or more consecutive months of “0” water meter reads.
- Utility services stopped at any point- i.e., Seasonal residents.
- Property that is set up as any type of rental.
- Water Utility is turned off for non-payment.
- Accessory Dwelling Units.
- Change of ownership of the property.
- Mail returned- i.e., vacant, temp away, forward expired, not deliverable as addressed.

RESPONSIBLE DEPARTMENT

The City of Coeur d’Alene Wastewater Department shall be charged with the implementation and follow through of this adopted policy. Any variance from this policy must be approved by the Wastewater Director.

DATE ISSUED/SUNSET DATE

Issue Date:

Review Date:

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: MARCH 27, 2023

FROM: JUSTIN KIMBERLING, ASSISTANT STREETS & ENGINEERING
DIRECTOR

SUBJECT: DECLARE USED EQUIPMENT TO BE SURPLUS

DECISION POINT:

Should Council declare various pieces of used equipment and items to be surplus and authorize the surplus items to be sold through auction?

HISTORY:

As vehicles and equipment reach their end of usefulness to the City, they are brought to Council to be declared as surplus and auctioned off. Currently, the following items are deemed at their end-of-life period and the Streets & Engineering, Parks & Recreation and Building Departments request they be deemed surplus:

1. ST248 - **1999 GMC 6500** Vin# 1GDJ6H1D9XJ853449
2. ST207 - **2005 DODGE 1500** Vin# 1D7HU16N95J538736
3. BLDG958 – **2005 CHEVROLET** Vin# 1GNNT13S152318952
4. BLDG955 – **2005 CHEVROLET** Vin# 1GNNT13S852354752
5. PARKS855- **1996 BANDIT Wood Chipper** Vin#2603
6. PARKS818- **1990 CHEVROLET 2500** Vin#1GBK24K9LE173799
7. PARKS813- **1990 GMC 2500** Vin#1GDGK24K8LE534530
8. PARKS839C- **1991 KUBOTA L2250 Tractor** Vin#62250D56037

PERFORMANCE ANALYSIS:

This equipment has been determined to have little value. These items were offered to other City Departments before this request. No Department claimed any vehicle.

FINANCIAL ANALYSIS:

The auction house retains a percentage of the bid auction item for their services, and there is very minimal cost to the Departments to shuttle the vehicles to Post Falls.

DECISION POINT:

Council should declare various pieces of used equipment and items to be surplus and authorize the surplus items to be sold through auction.

ST248- 1999 GMC 6500 Vin# 1GDJ6H1D9XJ853449 with 86,979 miles. It has reached its service life and is worn beyond usefulness. Truck has mismatched paint, interior is in rough shape and the transmission shifts hard when downshifting.



ST207- 2005 Dodge 1500 Vin# 1D7HU16N95J538736 with 73,658 miles. Truck is in poor condition inside and out, engine consumes coolant and runs rough when cold.



**BLDG958- 2005 Chevrolet Trailblazer Vin#1GNNDT13S152318952 with 107,430 miles
This vehicles interior is in poor condition, may need an alignment or front end work.**



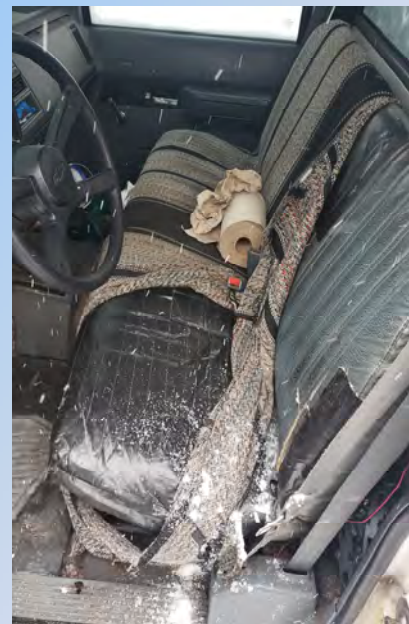
**BLDG955- 2005 Chevy Trailblazer, Vin#1GNNDT13S852354752 Mileage 90,510
Poor Mechanical Condition**



Parks Asset #855 Vin#2603 is a 1996 Bandit wood chipper. This machine has a lot of hours racked up on it and has sat out of service for quite some time due to safety concerns. The safety concerns are related to the hours of operation in that the hydraulics have become weak enough that the machine does not want to feed branches properly resulting in a need for the branches to be forcibly pushed into the blades. This issue creates more susceptibility to someone being injured during the operation of this outdated piece of equipment. 855 has been replaced with a new wood chipper which is equipped with needed safety features that the old chipper lacks.



Parks Asset #818 Vin#1GBK24K9LE173799 is a 1990 Chevrolet 2500 and was utilized in its last operational days as our spray truck and it's housing and has deteriorated substantially. Installing a new bed on this truck would not be cost effective at this point due to its age and the accompanying need of repairs to the vehicle itself including brake system issues. This vehicle has been replaced with a 2003 GMC 3500 transferred from the Streets Dept.



Parks Asset #813 Vin#1GDGK24K8LE534530

1990 GMC 2500 with 255,584 miles, severe rusting inside and outside the compartments of the service body. A new service body for this truck is not a reasonable option at this point. The truck has a mechanical problem in the drivetrain as well.



Parks Asset #839C, Vin#62250D56037 a 1991 Kubota L2250 tractor, needs extensive work. The hours of operation on this machine are high and naturally have taken their toll on the hydraulics.



**AGREEMENT
BETWEEN
THE CITY OF COEUR D'ALENE
AND
THE COEUR D'ALENE PUBLIC GOLF CLUB, INC.
FOR
STORMWATER FACILITIES EASEMENT**

This Agreement is between the City of Coeur d'Alene ("CDA") and the Coeur d'Alene Public Golf Club, Inc., ("CPGC"), and is intended to document the terms and conditions for the Stormwater Facilities Realignment Project for areas on W. Fairway Drive and W. Vista Drive (the "Project").

RECITALS:

WHEREAS, CDA and CPGC agree that Project improvements, which include the installation of three drywells in CDA's right-of-way and on CPGC property on the north side of W. Vista Drive and the installation of four drywells in CDA's right-of-way and on CPGC property on the north side of W. Fairway Drive, will benefit CDA and CPGC (hereinafter referred to as the "Facilities"); and

WHEREAS, CDA is willing to design, manage and construct the Project; and

WHEREAS, in order to build the Project, CDA must acquire easements on and over land owned by CPGC; and

WHEREAS, it is the mutual desire of CDA and CPGC to memorialize their agreement with respect to the Project; and

WHEREAS, this Agreement creates a mutually beneficial solution for all parties involved, and the promises herein constitute good and sufficient consideration for the Agreement.

NOW, THEREFORE, it is hereby agreed as follows:

AGREEMENT:

A. CDA hereby agrees to:

1. Provide design, management, construction, and funding for the Project;
2. Provide maintenance for the Facilities and, should it be necessary for CDA to remove fencing, or remove or damage any asphalt, concrete, or other surfacing,

for the construction, maintenance, or repair of the Facilities, CDA shall repair and restore the same to their original condition at the sole expense of CDA;

3. Provide an asphalt trail from CPGC's parking lot to CPGC's practice facility that the city can utilize for stormwater maintenance. As shown on Exhibit "A;"
4. Waive the CDA monthly stormwater fee so long as the Facilities are used by CDA; and
5. Abandon the stormline that is located on CPGC between W. Vista Drive and W. Fairway Drive, as shown on Exhibit "A."

B. CPGC hereby:

1. Grants to CDA easements, together with the rights of ingress and egress, for the construction, operation, and maintenance of the drywells contemplated by this Agreement, as shown on Exhibit "A," TO HAVE AND TO HOLD said easements for public purposes so long as the same shall be used, operated, and maintained as such; and
2. Agrees to keep the easements clear of all buildings, structures, and other obstructions.
3. Further agrees that all facilities installed by or for CDA shall remain the property of CDA, removable by CDA at its option.

C. It is further agreed by all parties:

1. That the lines of communication shall be kept open in order to discuss any concerns arising from the terms of this Agreement and to reach mutually agreeable solutions in a timely manner.
2. That this Agreement may be modified only by written agreement signed by both parties.
3. That each party shall be liable for any and all claims, damages, or suits arising from the acts, omissions or negligence of its officers, agents, employees, and licensees/invitees.
4. This Agreement shall be binding upon the parties hereto, and their successors and assigns.
5. That this Agreement sets forth the entire understanding of the Parties hereto and that there are no verbal or written promises, agreements, stipulations or other representations of any kind or character, express or implied, other than as set forth in writing in this Agreement.

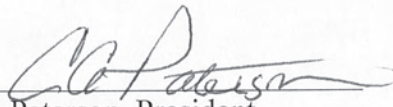
Dated this ____ day of _____, 2023

Date this 23 day of MARCH, 2023

CITY OF COEUR D'ALENE

**COEUR D'ALENE PUBLIC GOLF CLUB,
INC.**

James Hammond, Mayor



Craig Paterson, President

ATTEST:

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ___ day of _____, 2023, before me, a Notary Public, personally appeared **James Hammond** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 23 day of March, 2023, before me, a Notary Public, personally appeared **Craig Paterson**, known to me to be the President, respectively, of the Coeur d'Alene Public Golf Club Inc. that executed the forgoing instrument and acknowledged to me that said Coeur d'Alene Public Golf Club Inc. 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.

Delicia Bruyette
Notary Public for Idaho
Residing at Harrison, Idaho
My Commission expires: 04/15/2027

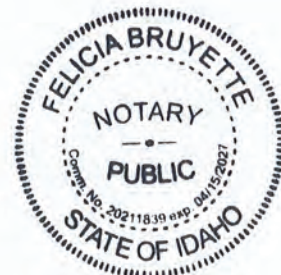
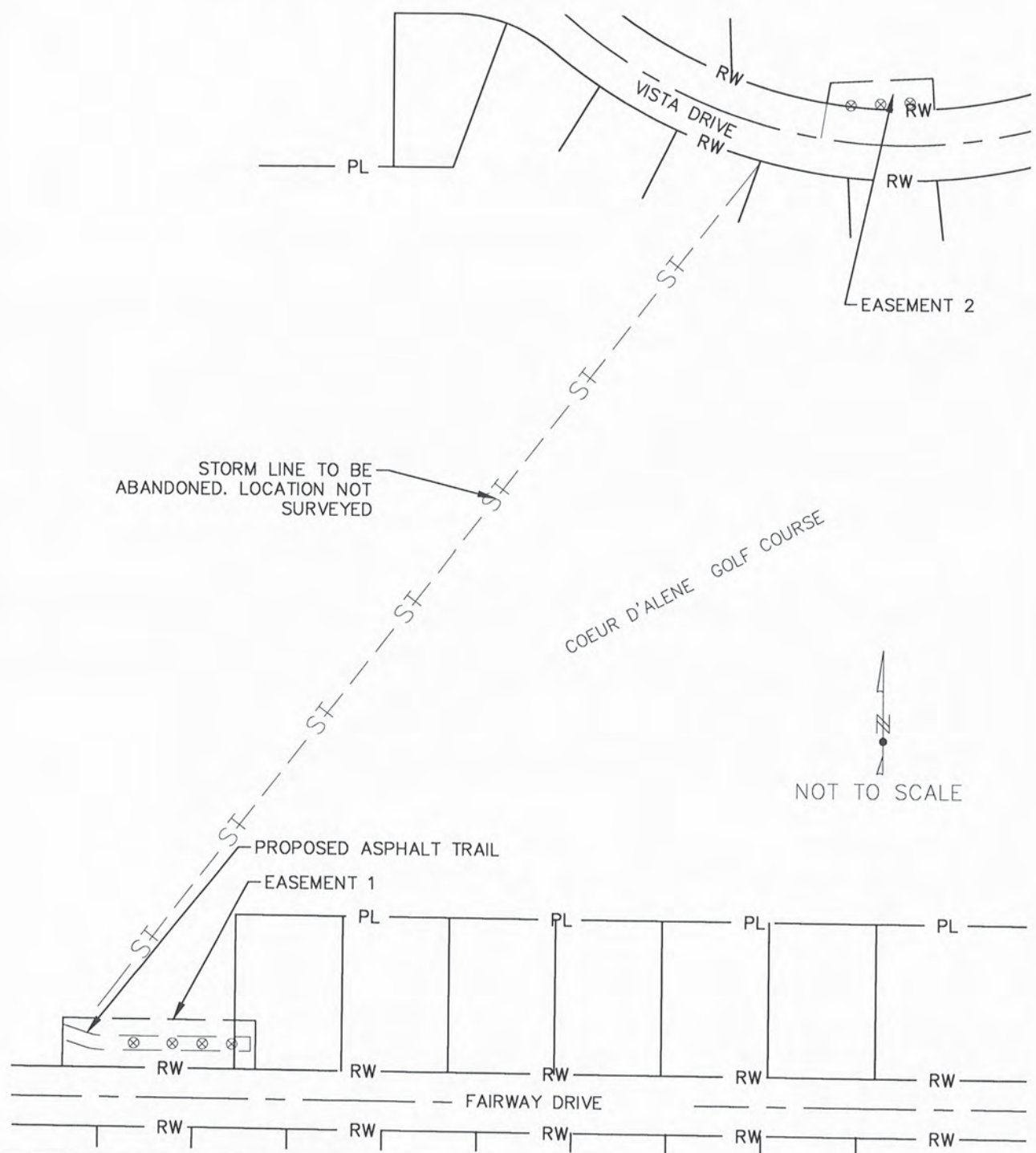


EXHIBIT A
 OVERVIEW MAP
 LOCATED IN THE SOUTHEAST QUARTER OF
 SECTION 3, TOWNSHIP 50 NORTH, RANGE 4 WEST,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



WELCH-COMER
 ENGINEERS | SURVEYORS

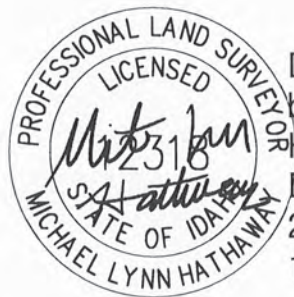
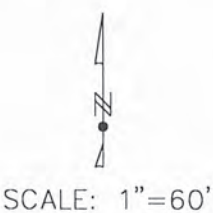
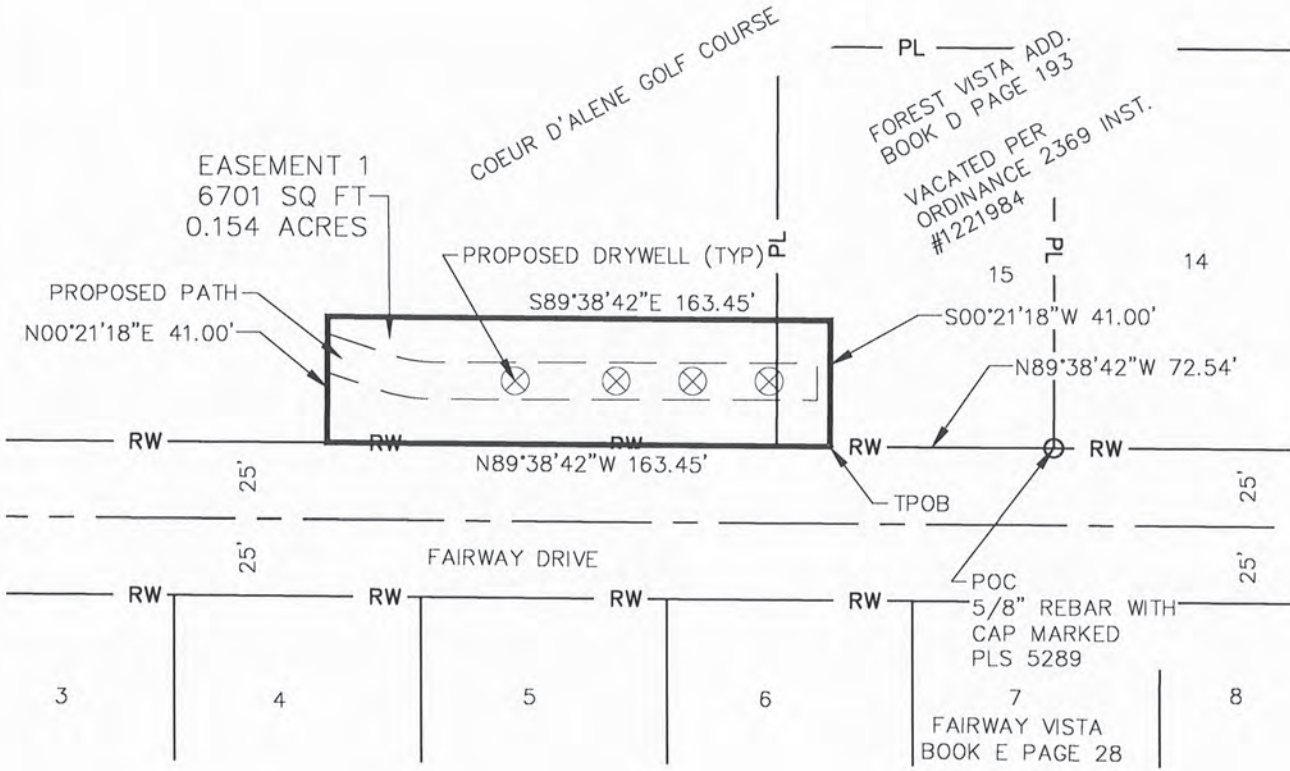
www.welchcomer.com 208-664-9382
 330 E. Lakeside Ave, Suite 101 (toll free) 877-815-5672
 Coeur d'Alene, ID 83814 (fax) 208-664-5946

EXHIBIT A
 OVERVIEW MAP

PROJECT NO.: 41314.02
 DESIGNED BY: MLH
 DRAWN BY: RVR
 NAME: 41314.020EX04.DWG
 DATE: 3/8/2023
 SHEET NO: **1 OF 3**

EASEMENT 1 MAP

LOCATED IN THE SOUTHEAST QUARTER OF
SECTION 3, TOWNSHIP 50 NORTH, RANGE 4 WEST,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



Digitally signed
by Michael L
Hathaway
Date:
2023.03.10
12:40:43-08'00'



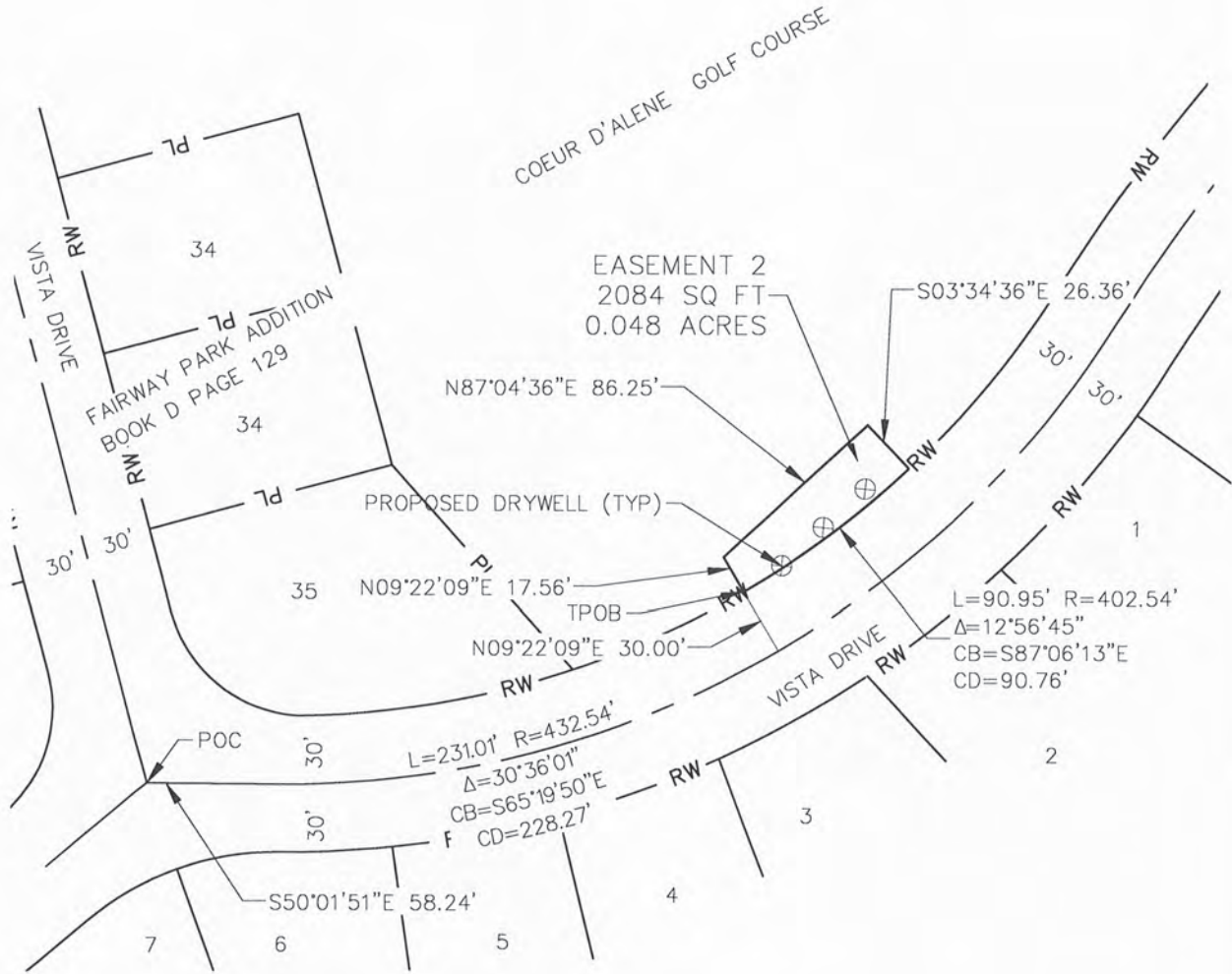
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Coeur d'Alene, ID 83814 (fax) 208-664-5946

EASEMENT 1 MAP

PROJECT NO.:	41314.02
DESIGNED BY:	MLH
DRAWN BY:	RVR
NAME:	41314.020EX04.DWG
DATE:	3/8/2023
SHEET NO:	2 OF 3

EASEMENT 2 MAP

LOCATED IN THE SOUTHEAST QUARTER OF
SECTION 3, TOWNSHIP 50 NORTH, RANGE 4 WEST,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



SCALE: 1"=80'



Digitally signed by
Michael L Hathaway
Date: 2023.03.10
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www.welchcomer.com 208-664-9382
330 E. Lakeside Ave, Suite 101 (toll free) 877-815-5672
Coeur d'Alene, ID 83814 (fax) 208-664-5946

Resolution No. 23- 021

EASEMENT 2 MAP

PROJECT NO.: 41314.02
DESIGNED BY: MLH
DRAWN BY: RVR
NAME: 41314.020EX04.DWG
DATE: 3/8/2023
SHEET NO: 3 OF 3

Exhibit C

EASEMENT 1 AND 2 DESCRIPTIONS

EASEMENT 1:

That portion of the southeast quarter of Section 3, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and that portion of property formerly known as Lot 15, Forest Vista Addition to Coeur d'Alene, recorded in Book D of Plats, Page 193, records of Kootenai County, Idaho as vacated by Ordinance No. 2369, as Instrument Number 1221984, described as follows:

COMMENCING at the southeast corner of said Lot 15, said point being on the North right of way of Fairway Drive.

Thence along said North right of way, North 89°38'42" West, a distance of 72.54 feet to the **TRUE POINT OF BEGINNING**:

Thence continuing along said North right of way North 89°38'42" West, a distance of 163.45 feet;

Thence leaving said North right of way, North 0°21'18" East, a distance of 41.00 feet;

Thence South 89°38'42" East, a distance of 163.45 feet;

Thence South 0°21'18" West, a distance of 41.00 feet, to the **TRUE POINT OF BEGINNING**.

Containing 6,701 square feet or 0.154 acres, more or less.

EASEMENT 2:

That portion of the southeast quarter of Section 3, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, described as follows:

COMMENCING at the centerline intersection of Vista Drive and Vista Drive, of Fairway Park Add., recorded in Book D of Plats, Page 129, records of Kootenai County, Idaho. Thence along said centerline South 50°01'51" East, a distance of 58.24 feet to the beginning of a curve to the left having a radius of 432.54 feet;

Thence along said curve having a central angle of 30°36'01", an arc length of 231.01 feet, a chord bearing of South 65°19'50" East and a chord distance of 228.27 feet,

Thence leaving said centerline North 9°22'09" East, a distance of 30.00 feet to the North right of way of said Vista Drive, said point being the **TRUE POINT OF BEGINNING**:

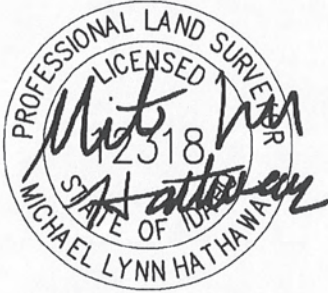
Thence North 9°22'09" East, a distance of 17.56 feet;

Thence North 87°04'36" East, a distance of 86.25 feet;

Thence South 3°34'36" East, a distance of 26.36 feet to said North right of way, to the beginning of a curve to the right parallel with said centerline and 30 foot distant having a radius of 402.54;

Thence along said curve having a central angle of $12^{\circ}56'45''$, an arc length of 90.95, a chord bearing of North $87^{\circ}06'13''$ West and a chord distance of 90.76 feet, to the **TRUE POINT OF BEGINNING**.

Containing 2,084 square feet or 0.048 acres, more or less.



Digitally signed by
Michael L
Hathaway
Date: 2023.03.10
12:26:23-08'00'

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: **APRIL 4, 2023**

FROM: **TERRY PICKEL, WATER DEPARTMENT DIRECTOR**

SUBJECT: **BLACKWELL BOOSTER STATION BID REJECTION**

=====

DECISION POINT: Should City Council reject the bids for the replacement of the Lower Blackwell Booster Station in favor of redesign and partial in-house construction by City forces prior to rebidding?

HISTORY: The 2012 Water Department Comprehensive Plan Update identified areas of deficiencies within the existing public water system that would require future improvements. Department staff have been working through the various projects on a dedicated schedule to keep up with the City’s extensive growth and water demand. One particular deficiency currently on the schedule is replacement of the existing Lower Blackwell Booster Station. The station was originally constructed as part of a private water system that the City inherited in 1993. The station is undersized and sits on a very small lot that is not conducive for replacement with an appropriately-sized structure and related appurtenances. Coupled with the issue of a deteriorating transmission main running through a very steep residential lot with no existing easement, it was determined that it would be prudent to seek a better location. Through an agreement with a local developer, the Water Department acquired a suitably-sized lot and an easement for a new transmission main to supply Fairmont Loop and Lakeview Heights. The Transmission Main has been installed, staff and the consultant finished design, and the proposed project has been bid.

FINANCIAL ANALYSIS: Per the consultant’s recommendation during the budget process for this fiscal year’s budget for 2023, a budget amount of \$1,400,000.00 was allotted with an anticipated cost of \$1,224,725.00 for station construction with a fifteen percent (15%) contingency of \$183,709.00. During design it was determined that potential costs were increasing due to supply chain issues and sharply rising inflationary costs of materials and labor and would likely exceed the original budget. The engineer reevaluated the costs and set an estimate of \$1,600,000.00 plus the \$200,000.00 contingency. As it is anticipated that construction would likely take two (2) fiscal years to complete, staff felt comfortable with moving forward with the bid and adjusting the 2024 FY budget to compensate. Bids were let and opened on March 23rd with the surprising lowest responsive bid of \$1,996,538.00 by TML Construction.

PERFORMANCE ANALYSIS: The Lower Blackwell Booster Station supplies water for approximately 88 residents on Fairmont Loop, Lake View Heights Drive, Riverwood Road and Jacobs Loop. The majority of these customers do not reside within the current City Limits. Given the total consumption for the Blackwell system for 2022 at current rates, it would take approximately 145 to 150 years for the City Water Department to break even on the return on investment (ROI). Although staff never expected to achieve an ROI, staff did not anticipate such an exorbitant bid result. Therefore, staff’s recommendation is to reject the bids, redesign the station to better fit the topography, alter the site grades, do some of the below ground piping as we did with Best Hill Booster, and rebid the project at a later date. By doing this work, it is anticipated that the future bids can be brought back below the original budget amount. With further repairs to the existing station, customer service should not be impacted by the delay.

DECISION POINT/RECOMMENDATION: City Council should reject the bids for the replacement of the Lower Blackwell Booster Station in favor of redesign and partial in-house construction by City forces prior to rebidding.



March 28, 2023

Mr. Terry Pickel
Water Department Director
City of Coeur d'Alene
3145 N. Howard Road
Coeur d'Alene, Idaho 83815

Re: Bid Summary and Recommendation for the Blackwell Booster Station Facility Project

Dear Mr. Pickel:

Four (4) bids were received for the Blackwell Booster Station Facility project on March 23, 2023. We have reviewed the bids and TML Construction, Inc. is the responsive apparent low bidder. The bid price is significantly above the City's budget of approximately \$1,400,000 as seen in the bid summary table below.

#	BIDDER NAME	BASE BID PRICE
1	TML Construction, Inc.	\$1,996,538.00
2	S&L Underground	\$2,171,400.00
3	Apollo, Inc.	\$2,257,000.00
4	Big Sky Corporation	\$2,353,542.00

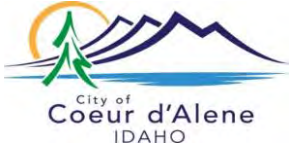
We recommend that the City reject all bids at this time due to budgetary constraints.

Please let us know if we can be of further assistance on this matter.

Sincerely,

KELLER ASSOCIATES, INC.

Kyle Meschko, P.E.
Project Manager
Enclosure (Bid Tabulation)



New Blackwell Booster Station Facility - 03.23.23

	TML Construction, Inc.	Apollo	Big Sky Corp.	S&L Underground
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Bid Appears Properly Signed	Yes	Yes	Yes	Yes
Bid Bond (5% maximum bid price)	Yes	Yes	Yes	Yes
List of Subcontractors (Idaho Contractor License)	Yes- 3 subcontractors	Yes - 3 subcontractors	Yes- 3 subcontractors	Yes- 3 subcontractors
Acknowledged Addenda (three issued)	Yes	Yes	Yes	N/A
Authority to do Business in Idaho	Yes	Yes	Yes	Yes
Affidavit of Payment & Securement of Taxes/Public Works Contract Report	Yes	Yes	Yes	Yes
Responsive Bid (all information requested information provided)	Yes	Yes	Yes	Yes

GENERAL LINE ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Base Bid	1	LS	\$ 1,996,538	\$ 1,996,538	\$ 2,257,000	\$ 2,257,000	\$ 2,353,000	\$ 2,353,000	\$ 2,171,400	\$ 2,171,400
Total Contract Amount			\$ 1,996,538		\$ 2,257,000		\$ 2,353,000		\$ 2,171,400	



Blackwell Booster Station Project Rejection of Bids

**By Terry Pickel
Water Department Director
April 4th, 2023**



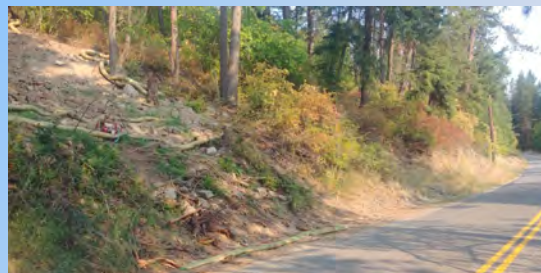
Blackwell Booster Station Project

Existing site



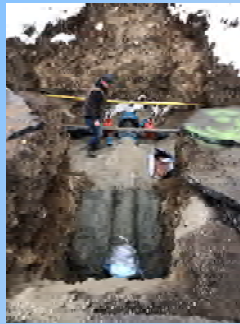
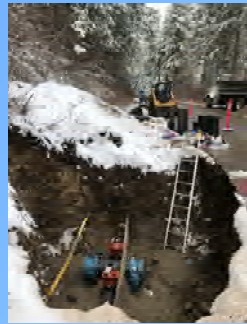
Blackwell Booster Station Project

Basic site plan



Blackwell Booster Station Project

Transmission Main Installed



Blackwell Booster Station Project – Budget Estimate

Blackwell Booster Station Replacement				
General Line Item	Estimated Quantity	Unit	Unit Price	Total Cost
Site Work (mass excavation, grading, storm)	1	LS	\$66,227	\$66,227
Retaining Wall	2,778	SF	\$108	\$300,031
Underground Piping	1	LS	\$76,510	\$76,510
Site Fencing and Gate	1	LS	\$25,280	\$25,280
New Building (for 5 new pumps)	566	SF	\$200	\$113,240
Crane	1	LS	\$38,000	\$38,000
Mechanical Piping	1	LS	\$83,636	\$83,636
Pressure Gauge/Transmitter	1	LS	\$2,377	\$2,377
Magnetic Flow Meter	1	EA	\$8,480	\$8,480
Duty 1 Pump	2	EA	\$6,792	\$13,585
Duty 2 Pump	1	EA	\$16,679	\$16,679
Largest Pumps	2	EA	\$47,497	\$94,994
Controls/SCADA (complete)	1	LS	\$70,000	\$70,000
Control Panel	1	LS	\$20,000	\$20,000
Programming and Design	1	LS	\$20,000	\$20,000
Electrical Lump Sum	1	LS	\$56,547	\$56,547
Generator	1	LS	\$107,800	\$107,800
Booster Cost Subtotal				\$1,113,386
Mobilization, Bonding & Insurance - Percent of Item Cost Sum			10%	\$111,339
Contingency			15%	\$183,709
			Total Project Costs (rounded)	\$1,409,000

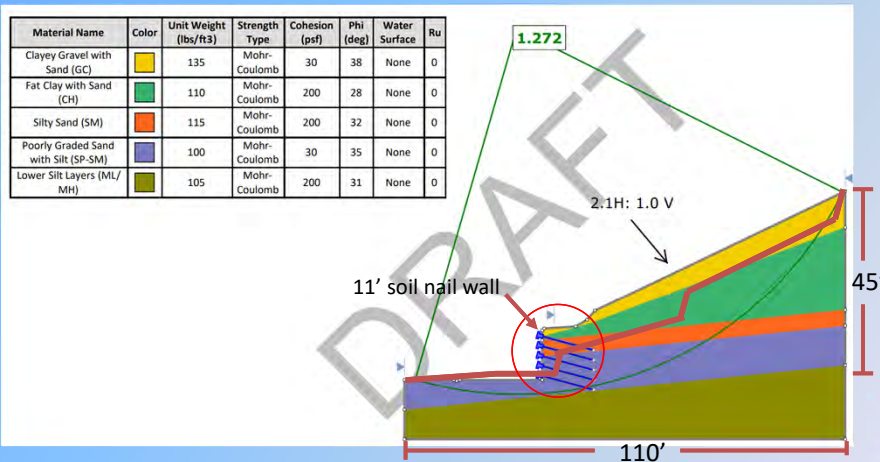


Blackwell Booster Station Project – Bids Received

- Big Sky ID Corporation \$2,353,542.00
- Apollo, Inc. \$2,257,000.00
- S&L Underground, Inc. \$2,171,400.00
- TML Construction, Inc \$1,996,538.00



Blackwell Booster Station Project



Blackwell Booster Station Project



Blackwell Booster Station Project

Request before the City Council:

City Council should reject the bids for the replacement of the Lower Blackwell Booster Station in favor of redesign and partial in-house construction by City forces prior to rebidding.



Blackwell Booster Station Project

Thank you!



RESOLUTION NO. 23-022

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REJECTING ALL BIDS FOR THE REPLACEMENT OF THE LOWER BLACKWELL BOOSTER STATION.

WHEREAS, invitation for bids for the Replacement of the Lower Blackwell Booster Station was duly published and bids were opened in the office of the City Clerk at 2:30 p.m., the 23rd day of March, 2023; and

WHEREAS, the Engineer's estimate and recommendation during the budget process for fiscal year 2022-23 was \$1,400,000.00; and

WHEREAS, the lowest responsive bid received was that of TML Construction in the amount of \$1,996,538.00; and

WHEREAS, staff is recommending that the City Council reject all bids, redesign the station to better fit the topography, alter the site grades, do some of the below ground piping in-house, and rebid the project at a later date.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that all bids for the Lower Blackwell Booster Station be and the same are hereby rejected.

BE IT FURTHER RESOLVED, that the Water Department be and is hereby directed to redesign and rebid the project.

DATED this 4th day of April, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH	Voted
COUNCIL MEMBER MILLER	Voted
COUNCIL MEMBER GOOKIN	Voted
COUNCIL MEMBER EVANS	Voted
COUNCIL MEMBER MCEVERS	Voted
COUNCIL MEMBER WOOD	Voted

_____ was absent. Motion _____.

**CITY COUNCIL
STAFF REPORT**

DATE: APRIL 4, 2023

FROM: TODD FEUSIER, STREETS & ENGINEERING DIRECTOR

SUBJECT: AWARD A CONTRACT TO POE ASPHALT PAVING, INC. FOR THE 2023 CHIPSEAL PROJECT

DECISION POINT:

Staff is requesting the City Council to award the 2023 Chipseal Project to Poe Asphalt Paving, Inc. as the low bidder.

HISTORY:

This year's chipseal project was advertised for bids in March, 2023. The streets to be chip sealed this year are shown on the attached exhibits. Bids were opened on March 15, and two (2) responsive bids were received as follows:

Road Products, LLC.	\$ 729,680.00
Poe Asphalt Paving, Inc.	\$ 639,000.00

FINANCIAL ANALYSIS:

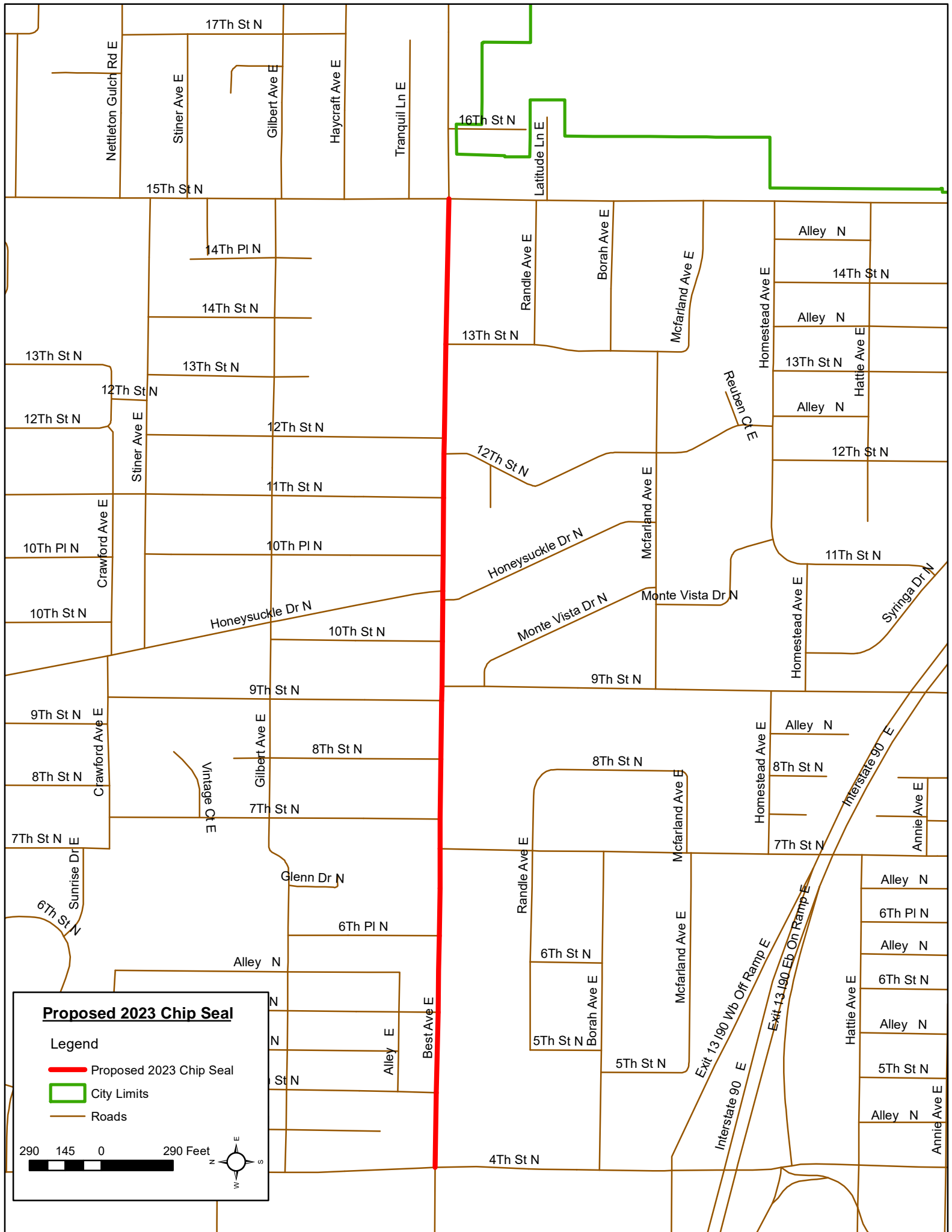
The overlay/chipseal program is a budgeted item.

PERFORMANCE ANALYSIS:

The City of Coeur d' Alene received two (2) responsive bids for this year's chipseal. To ensure pricing, the Notice of Award must be issued within 30 days. Construction will likely occur in late July when temperatures allow.


RECOMMENDATION:


Staff recommends awarding the contract to Poe Asphalt Paving, Inc., in the amount of \$639,000.00.



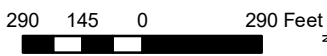
Proposed 2023 Chip Seal

Legend

 Proposed 2023 Chip Seal

 City Limits

 Roads



Proposed 2023 Chip Seal

Legend

-  Proposed 2023 Chip Seal
-  City Limits
-  Roads

290 145 0 290 Feet





Prairie Ave W

Wirth Dr W

Lennox Loop W

Balta Ln N

Leverett Ct N

Bardwell Dr W

McKinlock St N

Carrington Ln N

Princetown Ln W

Helms Deep Ln N

Stockport Ln N

Trafford Ln W

Long Meadow Dr W

Newbrook Dr W

Newbrook Dr W

Abercrombie Ct N

Loxton Loop W

Thorndale Loop W

Magrath Dr W

Downing Ln N

Goodwater Loop N

Bedford Ln N

Calamonte Ln N

Manning Loop W

Lotze Loop W

Freeland Dr W

Homeward Bound Blvd W

Accipter Dr W

Andesite Way W

Furcula Dr W

Parda Dr W

Eglise Ln N

Freestyle Dr N

Hourglass Dr N

Rendezvous Dr N

Caracara Ln N

Sharpshinn Dr W

Fast Hawk Ln N

Ranero Dr W

Hide Away Ln W

Pandion Dr W

Talon Ln N

Enclave Way W

Pescador Dr W

Jonshawk Dr W

Prairie Trl N

Linneatus Dr W

Swainson Ln N

Harlans Hawk Ln N

Goshawk Ln N

Kite Ln N

Hawk Owl Ln N

Gavilan Ln N


Harris Hawk Ln N

Atlas Rd N

Hanley Ave W

Proposed 2023 Chip Seal

Legend

 Proposed 2023 Chip Seal

 City Limits

 Roads


340 170 0 340 Feet





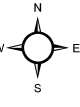
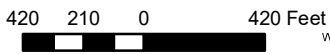
Proposed 2023 Chip Seal

Legend

 Proposed 2023 Chip Seal

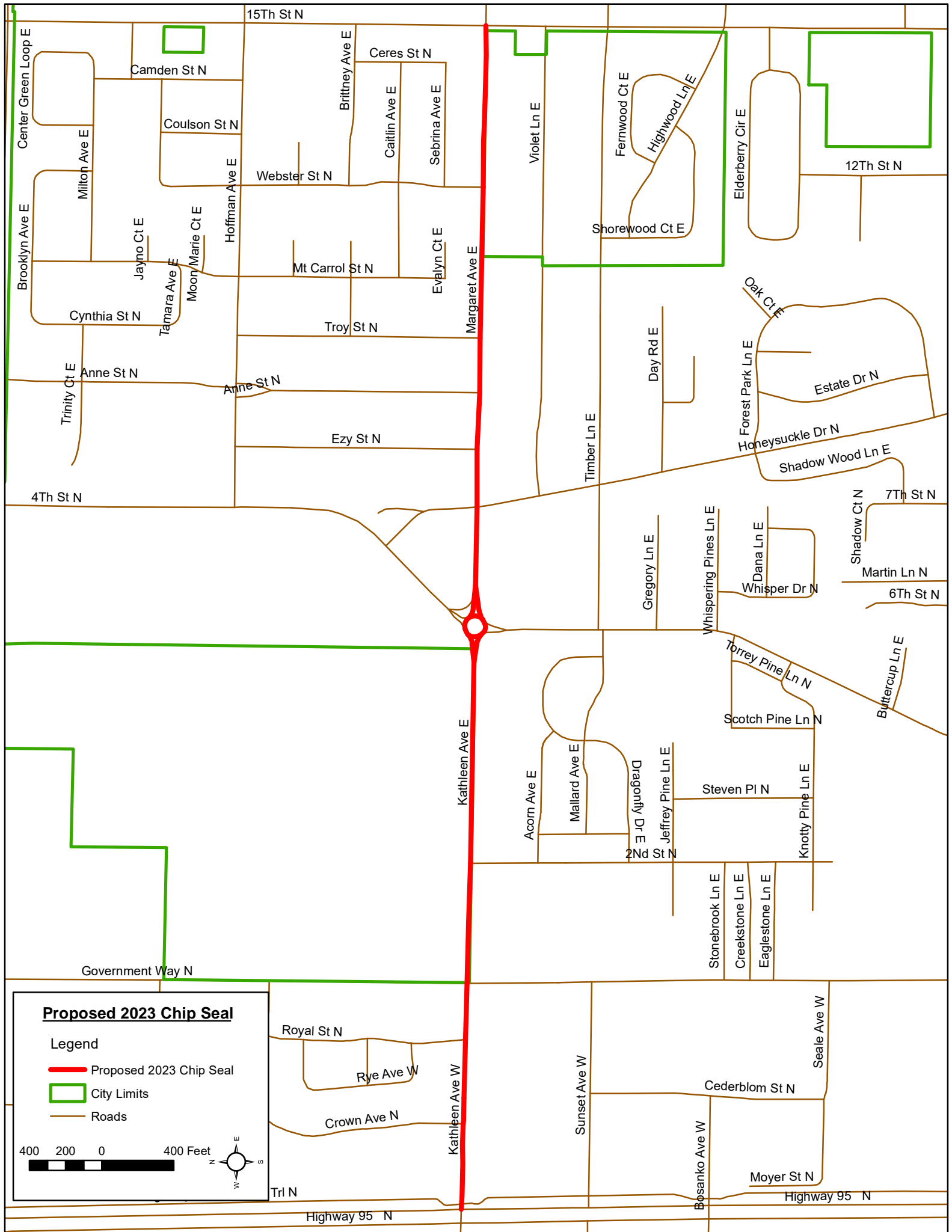
 City Limits

 Roads




Tri N

Map labels include: Blueberry Cir W, Prairie Ave W, Jewel Ave W, Ainsworth Dr N, Vantage Dr N, Moselle Dr W, Darlena Loop N, Pocono Ct W, Daylily Dr W, Sarge Ct W, Lennox Loop W, Loxton Loop W, Abercrombie Ct N, Atlas Rd N, Hydrangea St N, Coneflower St N, Hibiscus Ln N, Gla Ct N, Timberlake Loop W, Larix Ct W, Newbrook Dr W, Thorndale Loop W, Manning Loop W, Wilbur Ave W, Apperson Dr W, Victor Loop W, Elmwood Dr W, Cornwall St N, Breaux Dr N, Thiers Dr W, Marais Dr N, Rubel Loop N, Joanne Dr N, Apperson Dr W, Roche Dr N, Acceptor Dr W, Pardas Dr W, Ranero Dr W, Fast Hawk Ln N, Epervier Ln N, Bergson Dr N, Augustin Dr W, Emel Ct W, Bonnaitre Loop W, Moselle Dr W, Charlemagne Dr W, Dubuis Dr N, Jonshawk Dr W, Perrault Dr W, Clarval Dr N, Baulelaine Dr N, Verlaime Dr N, Dubuis Dr N, Talon Ln N, Pascador Dr W, Epervier Ln N, Bernoulli Loop W, Rimbaut Ave W, Thiers Dr W, Marais Dr N, Rubel Loop N, Canfield Ave W, Kite Ln N, Hawk Owl Ln N, Gavilan Ln N, Harris Hawk Ln N, Calzade Dr W, Sorbonne Dr W, Dumont Dr W, Rousseau Dr W, Linneatus Dr W, Jonshawk Dr W, Pascal Dr W, Clarval Dr N, Bonnaitre Loop W, Moselle Dr W, Charlemagne Dr W, Dubuis Dr N, Canfield Ave W, Marceille Dr W, Marceille Ct W, Stenington Ct W, Voltaire Ln W, Windsor Ct W, Courcelles Pl W, N, Keystone Ct N, Regency Ct N, Rockwood Ln N, Versailles Dr W, Descartes Dr N, Bolivar Ave W, Parque Dr N, Cezanne Dr N, Hanley Ave W, Palais Dr W, Roven St N, Madellaine Dr N, Courcelles Pl W, N, Lafayette Ln N, Harcourt Dr N, Bolivar Ave W.



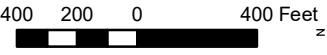
Proposed 2023 Chip Seal

Legend

 Proposed 2023 Chip Seal

 City Limits

 Roads

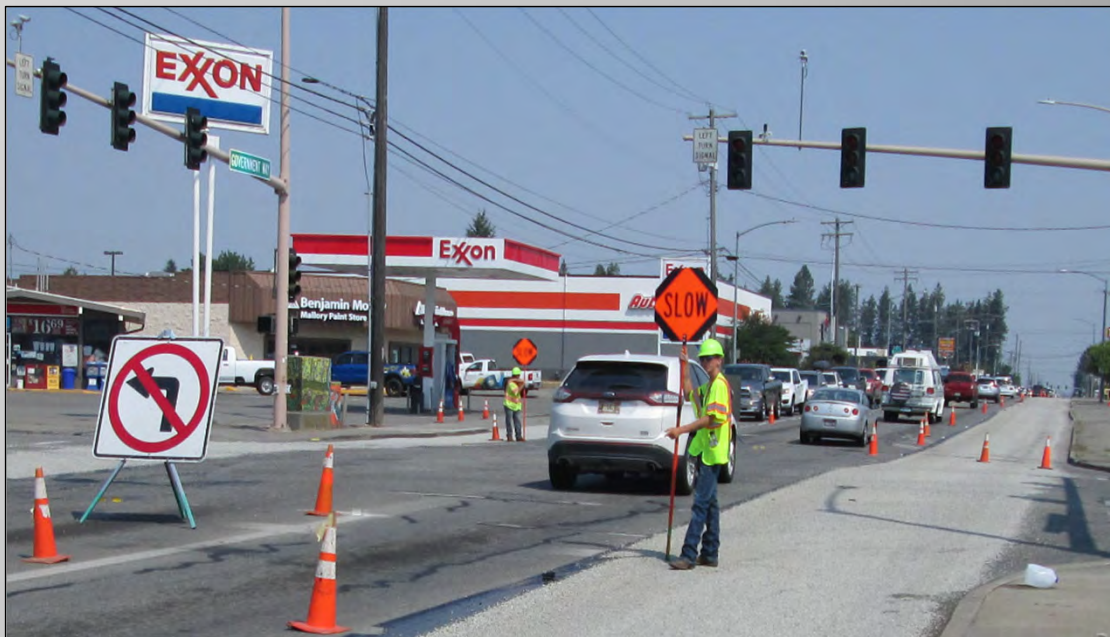


Highway 95 N

2023 Chipseal Program

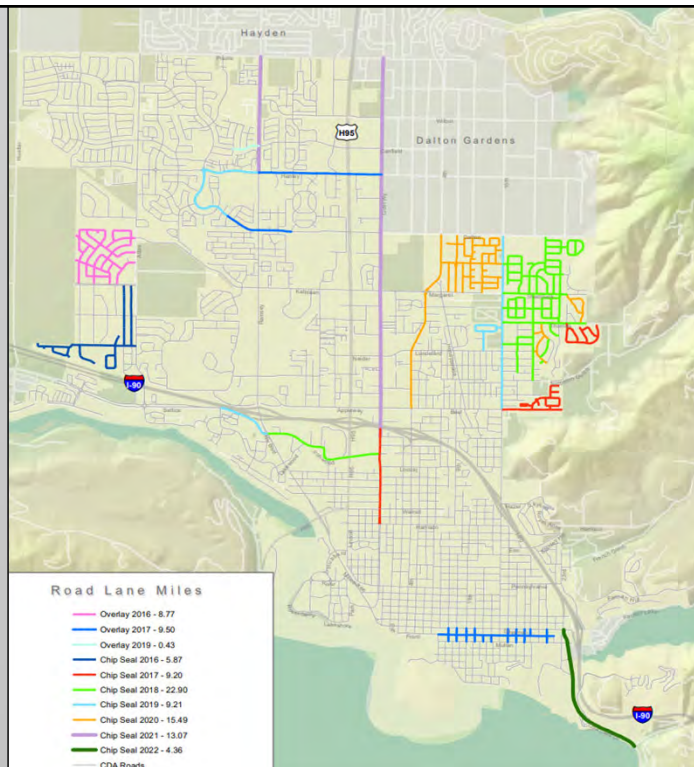


Todd Feusier, Streets & Engineering Director

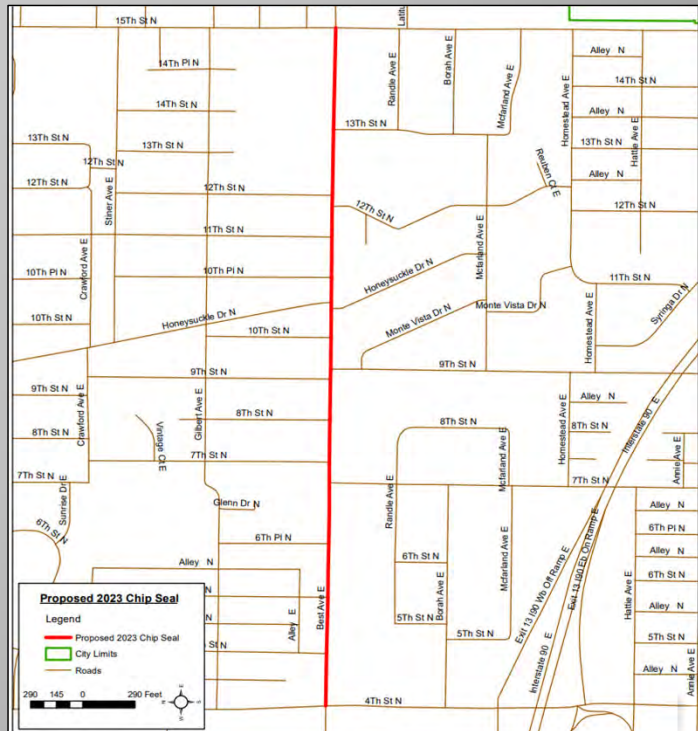




Chipseal Applied
to 80.1 Lane Miles
Since 2016



Best Avenue 4th Street East to 15th Street

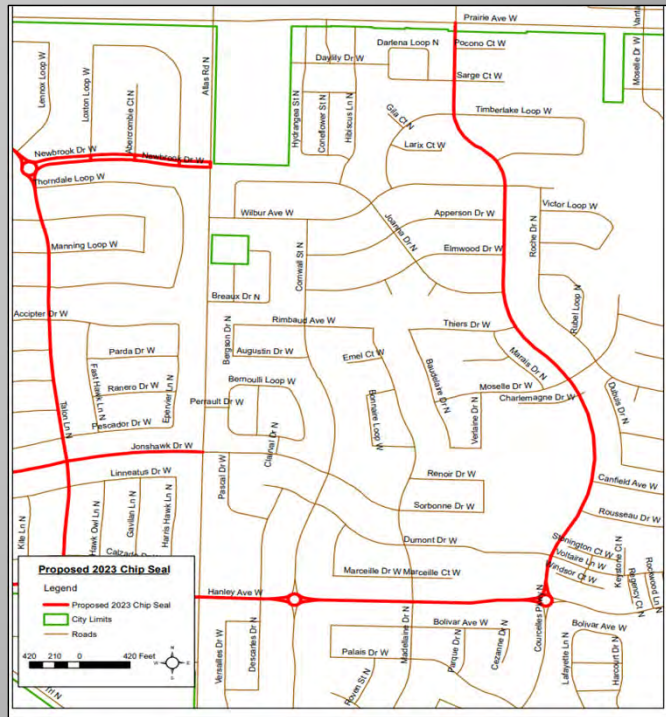


Main Roads in Hawks Nest and The Landings

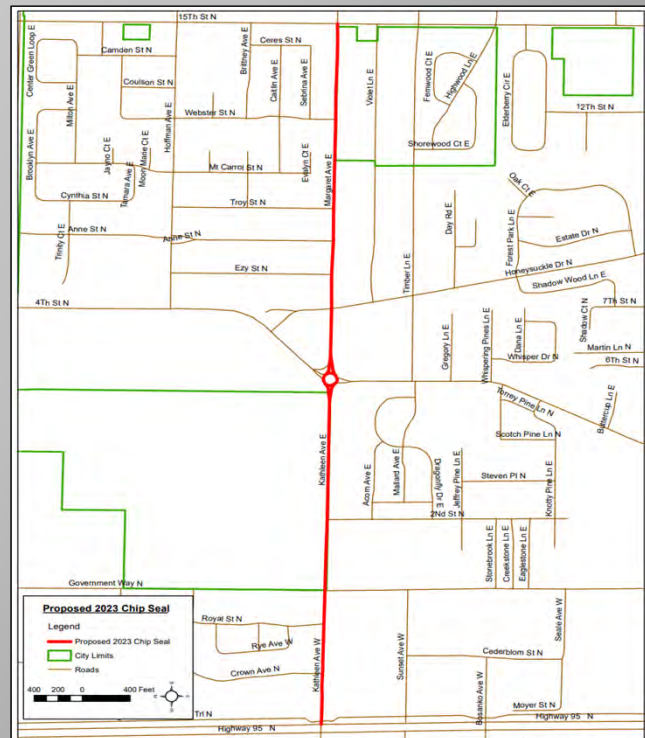
- Hanley Avenue
- Carrington Lane
- Jonshawk Drive
- Talon Lane
- Newbrook Drive
- Princetown Lane



- Courcelles Parkway
Prairie Avenue to
Hanley Avenue
- Hanley Avenue
Courcelles Parkway
to Atlas Road



**Kathleen Avenue
US-95 East to 15th Street**



2023 Chipseal Program

TIPS TO DRIVERS

- Multi-stage process
- Follow traffic control directions
- If a traffic signal is not operational, treat it as a stop sign
- Don't drive through fresh oil
- Expect loose rock chips until final sweeping
 - Reduce speeds through construction zone
 - Increase following distance
 - Motorcycles/bicycles use caution
- Expect several days before striping is completed



2023 Chipseal Program

RECOMMENDATION

Staff recommends awarding the
2023 Chipseal contract to
Poe Asphalt Paving, Inc. for
\$639,000.00

RESOLUTION NO. 22-023

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF AND AWARDING THE CONTRACT FOR THE 2023 CHIPSEAL PROJECT TO POE ASPHALT PAVING, INC., IN AN AMOUNT NOT TO EXCEED \$639,000.00.

WHEREAS, the City heretofore duly advertised invitation for bids for the 2023 Chipseal Project in Coeur d'Alene, Idaho, said bids were opened as provided in said advertisement in the office of the City Clerk at 2:00 p.m. the 15th day of March, 2023, the lowest responsive bid received was that of Poe Asphalt Paving, Inc., in the amount of Six Hundred Thirty-Nine Thousand dollars and no/100's Dollars (\$639,000.00), and it is in the best interests of the City of Coeur d'Alene and the citizens thereof that said bid be accepted.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the bid of Poe Asphalt Paving, Inc., in an amount not to exceed \$639,000.00 for the 2023 Chipseal Project be and the same is hereby accepted.

BE IT FURTHER RESOLVED that the City enter into a contract with Poe Asphalt Paving, Inc., in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said contract provided that 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 contact on behalf of the City.

DATED this 4th day of April, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH	Voted
COUNCIL MEMBER MILLER	Voted
COUNCIL MEMBER GOOKIN	Voted
COUNCIL MEMBER EVANS	Voted
COUNCIL MEMBER MCEVERS	Voted
COUNCIL MEMBER WOOD	Voted

_____ was absent. Motion _____.

CONTRACT
For
CITY OF COEUR D'ALENE
2023 CHIP SEAL PROJECT

THIS CONTRACT is made and entered into this 4th day of April, 2023, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**," and **POE ASPHALT PAVING, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 2732 N. Beck Road, Post Falls, Idaho, hereinafter referred to as "**CONTRACTOR**."

WITNESSETH:

WHEREAS the **CONTRACTOR** has been awarded the contract for the 2023 Chip Seal Project according to contract documents on file in the office of the City Clerk of **CITY**, which contract documents are incorporated herein by reference,

NOW, THEREFORE,

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by **CITY**, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said contract documents described above, in said **CITY**, furnishing all labor and materials therefor according to said contract documents and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said contract documents are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said contract documents and approved by the City Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds with a combined single limit of at least \$1,000,000.00 each occurrence or claim and a general aggregate limit of at least \$2,000,000.00 for property damage or bodily 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. A certificate of insurance providing at least thirty (30) days' written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk. It is intended that the **CONTRACTOR** provide such insurance as is required by paragraph SC-5.04.A of the Supplementary General Conditions.

The **CONTRACTOR** agrees to maintain Worker's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** 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.

The **CONTRACTOR** shall furnish the **CITY** certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney.

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed **Six Hundred Thirty-Nine Thousand/100 Dollars (\$639,000.00)**.

Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made within thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79).

The number of working days allowed for completion of the Contract work shall be thirty (30) working days. Days where the only work is traffic control, sweeping, or covering utilities do not count toward working days. The contract time shall commence no later than 10 days after the date of the Notice to Proceed issued by the **CITY**.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical, and extremely difficult, to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the required time limits, the **CONTRACTOR** shall pay to the **CITY**, or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred Dollars (\$1,500) per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the **CONTRACTOR** must employ ninety five percent (95%) bona fide Idaho residents as employees on any job under this contract except where fifty (50) or fewer persons are employed by the **CONTRACTOR**, in which case the **CONTRACTOR** may employ ten percent (10%) nonresidents; provided, however, in all cases the **CONTRACTOR** must give preference to the employment of bona fide residents in the performance of said work.

The **CONTRACTOR** furthers agrees in consideration of securing the business of construction the works to be constructed under this contract, recognizing the business in which he/she/it is engaged is of a transitory character, and that his/her/its property used for this project may be outside the state of Idaho when taxes, excises or license fees to which he/she/it is liable become payable:

- To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
- That if the said taxes, excises and license fees are not payable at the end of said term, but liability for said payment thereof exists, and even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
- That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the Department, Officer, Board or Taxing Unit entering into this

contract may withhold from any payment due him/her/it hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** is liable.

The **CONTRACTOR** further agrees, in consideration of securing this contract, to comply will all the requirements of **Attachment 1**, which by this reference is incorporated herein.

IT IS FURTHER AGREED that, for additions or deductions to the contract documents, the unit prices as set forth in the written proposal of the **CONTRACTOR** are hereby made part of this contract.

For the faithful performance of this contract in accordance with the contract documents and payment for all labor and materials, the **CONTRACTOR** shall execute good and sufficient performance bond and payment bond in a form acceptable to the City Attorney, each in the amount of one hundred percent (100%) of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The **CONTRACTOR** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The **CONTRACTOR** shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The **CONTRACTOR** agrees to post in conspicuous places available for employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause. The **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The **CONTRACTOR** will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each sub-contractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials. The **CONTRACTOR** shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the **CITY** may require.

The term "CONTRACT DOCUMENTS" means and includes the following:

- A. Advertisement For Bids
- B. Bidding Information
- C. Bid Proposal
- D. Bid Bond
- E. Bidding Forms as Required
- F. Contract
- G. Labor and Materials Payment Bond
- H. Performance Bond
- I. Notice of Award
- J. Notice to Proceed
- K. Change Order
- L. General Conditions
- M. Technical Specifications
- N. Special Provisions

- O. Plans
- P. Addenda No. 1, dated March 13, 2023

THIS CONTRACT, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this contract on behalf of said **CITY**, the City Clerk has affixed the seal of said **CITY** hereto, and the **CONTRACTOR** has caused the same to be signed by its [President], and its seal to be affixed hereto, the day and year first above written.

CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

CONTRACTOR:
Poe Asphalt Paving, Inc.

James Hammond, Mayor

By: _____

Its: _____

ATTEST:

Renata McLeod, City Clerk

Attachment 1

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

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

1. Compliance with Regulations

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

2. Non-discrimination

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

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

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

4. Information and Reports

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

5. Sanctions for Non-compliance

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

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

Incorporation of Provisions

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

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

ADDENDUM NO. 1

March 13, 2023

RE: City of Coeur d'Alene 2023 Chip Seal Project

OWNER: CITY OF COEUR D'ALENE

**FROM: City of Coeur d'Alene
710 E. Mullan Avenue
Coeur d'Alene, Idaho 83814
Phone: (208) 769-2216**

TO: ALL PLAN HOLDERS

The following modifications, clarifications and information are hereby made a part of the contract provisions and shall be fully binding.

This Addendum consists of **1** Addendum page.

IMPORTANT: Bidders must acknowledge receipt of this Addendum as well as all other issued addenda on the Bid Form provided with the Contract Documents, which must be utilized by Bidder for bid to be considered responsive. Failure to do so may subject Bidder to disqualification.

SECTION 1: BIDDING INFORMATION AND DOCUMENTS

With reference to the **Contract and Specifications Document**, please note:

The City of Coeur d'Alene will be self-performing permanent pavement markings upon completion of the chip seal project. The contractor will not be performing this work.

END OF ADDENDUM 1

**CITY COUNCIL
STAFF REPORT**

DATE: **APRIL 4, 2023**

FROM: **TED LANTZY, BUILDING OFFICIAL, BUILDING DEPARTMENT**

SUBJECT: **REQUEST FOR APPROVAL TO SECURE LIEN AGAINST
PROPERTY LOCATED AT 113 E INDIANA AVE FOR THE
AMOUNT OF \$16,500.00**

DECISION POINT: Should the City Council approve a lien against property located at 113 E Indiana to ensure the cost of abatement and demolition fees are repaid to the City upon sale of the property?

HISTORY: This building has been vacant for several years after the owner, who could no longer care for himself, was moved to a nursing home. Shortly after the owner left, transients began camping in the yard and later broke out several windows to gain entry into the residence. Code enforcement was contacted and the home temporarily secured.

In April of 2021, the Building Department received complaints from the neighboring daycare that bricks from the decaying chimney of the house were falling into their yard. We were also notified that transients were again entering the building. Inspector Keith Clemans contacted the owner's sister Judy Poole about the safety issues. Ms. Poole, who has power of attorney, hired a contractor to board up the broken windows and remove the chimney.

The Building Department received calls again in January of 2023 that more windows were broken, transients were again entering the building, and roof shingles were continually blowing into the neighboring daycare. The large tarp which previously covered the roof had partially blown into the neighboring daycare. Extensive damage was observed to the roof structure due to inadequate protection. Inspector Clemans once again contacted Ms. Poole who informed him, she would not put any more money towards repair or maintenance of the home. Inspector Clemans informed her the City may have to tear the building down if the hazardous conditions were not taken care of. She was not opposed to that solution.

A notice to Abate was filed with Kootenai County on February 3, 2023. A copy of the notice was posted on the building and a copy sent to Ms. Poole with instructions for appealing the decision. In conversations with Ms. Poole, she indicated she had no wish to appeal. Once the allotted time for appeal had passed, staff contacted Cannon Hill and Big Sky Construction for demolition quotes. Cannon Hill's proposal came in at a reasonable price. They had an opening available between jobs and the home was removed on March 13, 2023.

The Uniform Code for the Abatement of Dangerous Buildings, adopted by the City in Municipal Code § 15.09.010, provides the process for demolishing a building and imposing a lien. Staff has followed this process.

FINANCIAL ANALYSIS: Financial cost to the City is \$16,400 for asbestos testing, removal of the structure, cleaning the lot, capping water and sewer. A \$100 abatement fee is charged for staff time.

PERFORMANCE ANALYSIS: Demolition of this structure improves the safety of the neighboring daycare and surrounding community. Removal of the structure eliminates the opportunity for transient habitation.

DECISION POINT/RECOMMENDATION: Council should approve the filing of a lien against the property for the sum of \$16,500.00 to recoup the cost to the City upon sale of the property.



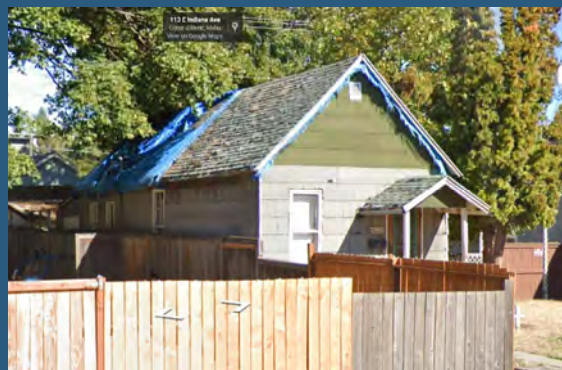
First reports of transient activity on property 2020



- Bricks from chimney falling into daycare yard.
- Chimney was removed and tarps secured to roof.
- Broken windows and building was secured.



Street view September 2021
after brick chimney was removed



Transient activity again reported January 2023
Roof shingles and tarp falling onto daycare yard

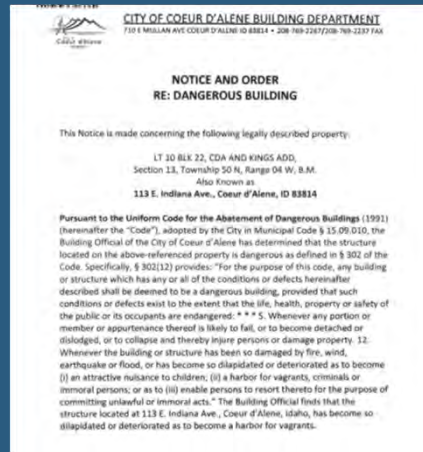
View from alley



View from daycare



Notice of Abatement filed
February 3, 2023



113 E. Indiana Avenue
Demolition completed March 13, 2023



COUNCIL ACTION

Should Council approve the filing of a lien against the property in the amount of \$16,500.00 to recoup the cost to the City upon sale of the property?

EXAMPLES OF PRIOR ABATEMENTS AND DEMOLITIONS

Unsafe conditions reported
Building demolition complete
2021



Home damaged by fire
Demolition completed January 2022



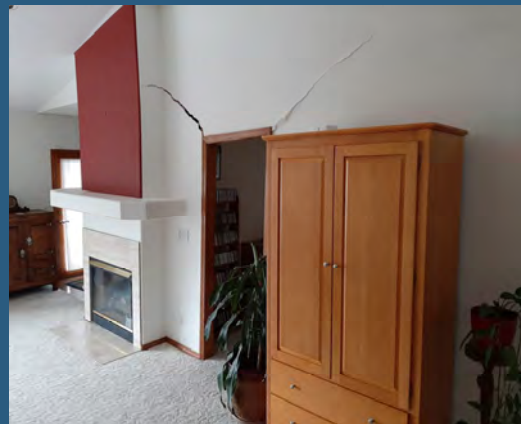
Wood foundation failing
Truss and wall separation
Demolition completed July 2022



Tree damage due to wind storm
Demolition completed December
2022



Sliding house
Poorly compacted soil and
improper drainage
Currently working with owners
to repair



RESOLUTION NO. 23-024

A RESOLUTION OF THE CITY OF COEUR D'ALENE, IDAHO, AUTHORIZING THE RECORDING OF A LIEN IN THE AMOUNT OF \$16,500.00 AGAINST PROPERTY LOCATED AT 113 E. INDIANA AVENUE, COEUR D'ALENE, IDAHO, TO ENABLE THE CITY TO RECOVER THE COST OF ABATEMENT AND DEMOLITION OF A DANGEROUS BUIDLING ON SAID PROPERTY UPON THE SALE OF THE PROPERTY.

WHEREAS, the City adopted the Uniform Code for the Abatement of Dangerous Buildings (Chapter 15.09, Municipal Code); and

WHEREAS, the Building Official for the City determined that the building on 113 E. Indiana Avenue, Coeur d'Alene, Idaho, required repair or demolition due to the danger to persons and property caused by the condition of the building;

WHEREAS, that a representative of the owner of the Property told City officials that there were no funds available for the repair of the building;

WHEREAS, a notice to Abate the Dangerous Building was posted on the building and a copy was sent to the representative of the owner, including instructions on appealing the decision; the representative of the owner told City officials that there was no intent to appeal and that the representative consented to the demolition and removal of the building; after the required time for appeal had passed, the City obtained quotes for the demolition; Cannon Hill's quote was accepted; and Cannon Hill removed the building on March 13, 2023;

WHEREAS, the cost to the City for demolition and removal of the building was \$16,400.00, including asbestos testing, removal of the structure, cleaning the lot, and capping water and sewer; in addition, a \$100.00 abatement fee was incurred for staff time;

WHEREAS, the Uniform Code for the Abatement of Dangerous Buildings, adopted by the City in Municipal Code §15.09.010, provides the process for demolishing a building and imposing a lien; and the City has followed that process.

BE IT RESOLVED that the Mayor and City Council of the City of Coeur d'Alene, Idaho, hereby authorize the recording of a lien in the amount of \$16,500.00 against the property located at 113 E. Indiana Avenue, Coeur d'Alene, Idaho, for the cost of demolition and removal of a building, and the abatement fee.

BE IT FURTHER RESOLVED that staff is hereby directed to prepare, record, and perfect the lien.

DATED this 4th day of April, 2023.

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ENGLISH	Voted
COUNCIL MEMBER MILLER	Voted
COUNCIL MEMBER GOOKIN	Voted
COUNCIL MEMBER EVANS	Voted
COUNCIL MEMBER MCEVERS	Voted
COUNCIL MEMBER WOOD	Voted

_____ was absent. Motion _____.