



Coeur d'Alene

CITY COUNCIL MEETING

January 20, 2009

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

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
JANUARY 6, 2009**

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, January 6, 2009 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

INVOCATION was led by Pastor Paul VanNoy from Candlelight Christian Fellowship.

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

PRESENTATION – 2008-2009 CITY SNOW REPORT UPDATE: Street Superintendent Tim Martin reported that the average annual snow fall is 67"; however, this year we have received 90" for the month of December with 37" from the December 19th snowstorm. He reported that the Street crews have completed 13 arterial plows and 6 residential plows. In 2007-2008 a record 172.9" of snow fell and he believes that this will be another record breaking snow year. He noted that the city has a total of 240 lane miles and it takes 6-8 passes to clear an arterial. The snowgate program was initiated in 1998 and is now a nationally recognized program. This year is the first time in a decade that the Street Department could not use the snowgates due to the vast amount of snow that fell in a short period of time. He noted that because the snow berms along the roadways are higher than the gates, it makes the gates ineffective. He asked citizens to please remove their vehicles from the streets so the crews can clear the roadway as best as possible. He noted that generally by 9:30 a.m. after a snow storm crews are in the residential areas so residents should know to remove the vehicles by 9:30 each morning after a snow storm. He also asked for help in locating and clearing the fire hydrants throughout town. Crews are working 12-hour days and noted that after they are done with the streets they too go home and shovel their driveways and remove the snow from their roofs.

Councilman Edinger commended the Street Dept. for doing an excellent job but noted that abandoned vehicles are an issue and if an owner is unable to remove the vehicle from the street that they at least clear the snow off the vehicle so street crews can see the

vehicle in the berm. Street Superintendent Martin also asked citizens not to park across from each other but rather stagger the parking if necessary so the plows can get through their street.

Councilman Kennedy asked about school safety and the walking routes for children. Superintendent Martin asked residents for help in keeping sidewalks clear along the school walking routes.

Councilman Goodlander also commended the Street Department crews for their dedication and asked if the City could be more proactive in educating residents in removing abandoned vehicles in the Fall instead of waiting until the snow falls.

Superintendent Martin responded that they look at certain criteria before towing abandoned vehicles. He also noted that unlike most cities we do plow all residential streets after each snow storm. He also commented that in the next few days they are anticipating over 2" of rain and crews will be out trying to clear the drains to avoid flooding but if flooding occurs in an area to please contact the Street Dept. who will try to clear the area as soon as possible.

Councilman Bruning commended the Street Maintenance Shop crews for keeping all of the equipment running and also he commended the Parks crews for keeping all the City parking lots cleared. Superintendent Martin also noted that Water and Wastewater crews have also helped out in removing snow berms.

Councilman McEvers noted that this is also the snowstorm of the century and advised residents to slow down and that it is just a moment in time.

PUBLIC COMMENTS:

FIREFIIGHTERS INTRODUCED: Fire Chief Kenny Gabriel complimented the Street Dept. for their rapid response when ambulances or fire engines get stuck. He also gave kudos to the Building Department for working with the owners where buildings have collapsed and also commended the Police Department. Chief Gabriel then introduced the City's two newest firefighters - Scott Dietrich and Jeff Butcher.

FEES-IN-LIEU OF PARKING: Art Williams, 718 Sherman Avenue, commented that he opposes the number of spaces allowed in the proposed fees-in-lieu of parking regulations.

CONSENT CALENDAR: Motion by Edinger, seconded by Bruning to remove Item 4 from the Consent Calendar. Motion carried. Motion by Hassell, seconded by McEvers to approve the Consent Calendar as presented.

1. Approval of minutes for December 16, 2008.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, January 12th at Noon and 4:00 p.m. respectively.

3. RESOLUTION 09-001: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF AN AGREEMENT WITH ENTEX TECHNOLOGIES FOR WWTP AMMONIA REDUCTION IMPROVEMENTS; APPROVAL OF ASSIGNMENT OF GUARANTOR FROM NORTH AMERICA SPORTS, INC. TO WORLD TRIATHLON CORPORATION; APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH JUB ENGINEERING, INC. FOR WASTEWATER COLLECTION SYSTEM CAPITAL IMPROVEMENTS; APPROVAL OF AN AGREEMENT WAIVING OPPOSITION TO ANNEXATION WITH KEITH DIXON; APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE RED CROSS OF IDAHO; APPROVAL OF S-4-07 ACCEPTANCE OF IMPROVEMENTS WITH MAINTENANCE WARRANTY AGREEMENT FOR COTTAGE GROVE; APPROVAL OF S-2-03 FINAL PLAT APPROVAL, ACCEPTANCE OF INSTALLED PUBLIC IMPROVEMENTS, MAINTENANCE / WARRANTY AGREEMENT AND SECURITY FOR THE LANDINGS AT WATERFORD 5TH ADDITION AND DECLARATION OF SURPLUS PROPERTY FOR THE FIRE DEPARTMENT.
4. ~~Approval of Beer/wine license for Bakery by the Lake at Parkside~~ (Removed from the Consent Calendar for discussion)
5. Bid Award and Purchase of Water Department Dump Truck Cab/Chassis from Southern Idaho Freightliner
6. Approval of bid specifications and authorizing staff to advertise for bids for the Stormwater Pump Station Rebuild

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

APPROVAL OF BEER/WINE LICENSE FOR BAKERY BY THE LAKE AT PARKSIDE: Motion by Goodlander, seconded by McEvers to approve the beer/wine license for Bakery by the Lake at Parkside. ROLL CALL: Bruning, No, Edinger, No; Hassell, No; Goodlander, Aye; Kennedy, Aye; McEvers, Aye. Motion carried with the Mayor's tie-breaking vote in the affirmative.

COUNCIL ANNOUNCEMENTS:

COUNCILMAN BRUNING: Councilman Bruning announced that this Sunday, Jan. 11th MacKenzie River Pizza will be doing a grand opening and all proceeds will go to the Specialized Needs Program. There will be a Specialized Needs Recreation Valentine's Day Dance, and Cowboy Stomp and Romp party January 9th from 6-8 p.m. at Prairie View Elementary School as part of the Specialized Needs Program. Registration for swim lessons will begin January 31st from 12:00 noon to 2:00 p.m. The fee will be \$35.00 with the lessons at the McGrane Center. Boys Basketball will begin Jan. 29th, with practice starting towards the end of January and games beginning in February.

COUNCILMAN KENNEDY: Councilman Kennedy announced that on January 29th the Special Olympic World Winter Games will have its entry into Idaho here in Coeur d'Alene. The City's web site will have more details of where and when the event will be held and he encouraged residents to participate in this momentous occasion.

COUNCILMAN GOODLANDER: Councilman Goodlander announced that the Arts Commission will be going out for proposals from artists for artwork to be located at the east end of Sherman just north of Michael D's Restaurant.

COUNCILMAN HASSELL: Councilman Hassell noted that the sound system in the Library Community Room has been improved so the concerns of being able to hear the Council meetings and other city committee/board meetings that are aired on television will be resolved.

COUNCILMAN EDINGER: Councilman Edinger asked if all the roofs for City buildings have been cleared of snow. Deputy City Administrator Jon Ingalls commended the City's Building Maintenance team including Howard Gould and Parks Maintenance crew members for assessing the City's buildings and clearing as much snow as possible. He noted that at this time it is very critical to get onto the flat roofs and clear off their drains and overflow scuppers so the water can flow off these types of roofs. Councilman Edinger noted he had seen crews up on the roofs of City Hall, the new Library, and the old Library which has a flat roof and noted that schools have been cancelled today and tomorrow so the school district can assess their buildings as well.

COUNCILMAN KENNEDY: Councilman Kennedy noted that the city's web site has information regarding when snow should be removed from the roofs.

COUNCILMAN MC EVERS: Councilman McEvers announced that CDA TV is running updated reports and other information regarding snow issues. He noted that Councilman Bruning's 5-year-old granddaughter, Michelle, watches government television and knows all the names of the City Council. He also welcomed Andy Finney who is now working in the television studio with Jeff Crowe.

APPOINTMENT – PERSONNEL APPEALS BOARD AND CIVIL SERVICE

COMMISSION: Motion by Edinger, seconded by Kennedy to appoint Ben Wolfinger and Tom Messina to the Personnel Appeals Board and to appoint Dixie Reid to the Civil Service Commission. Motion carried.

ADMINISTRATOR'S REPORT: City Administrator Wendy Gabriel announced that the Kootenai County Office of Emergency Management reported that record snow fall will be followed by up to 2" of rain and advised motorists to drive with caution as roads will be very slick. Additionally, homes and buildings in low lying areas should be prepared for flooding by obtaining their own sandbags. 446-1775 is the Office of Emergency Management phone number and Mrs. Gabriel recommended residents call for a list of those businesses that sell sand bags. She also announced that the City may have emergency street closures due to flooding. She noted that the City's web site contains

information on roof loading and announced that the peak loading for roofs should occur Wednesday due to the impending rain. Lake City Senior Center (667-4628), Post Falls Senior Center (773-9582) and Rathdrum Senior Center (687-2028) are available to provide resource information to seniors who need assistance. City Crews are using all resources available to help keep roads open with street crews providing 24-hour service. Mrs. Gabriel asked residents to do their best to clear their sidewalks and especially those who are along school walking routes. She gave kudos to Kyle Marine, Gary Nolan, Dion Holton, Mike Murillo, and Pat Cardwell for repairing a water main tap break on New Year's Day with water service being returned to area residents under very challenging conditions. The Winter Special Olympics' first torch stop will be in Coeur d'Alene on January 29th at 8:30 a.m. and asked as many residents as possible to line the streets beginning at the 3rd Street Boat launch. And on a final note, she reminded everyone that summer is only a few months away.

Councilman Edinger noted that City Street crews have been piling snow in several locations, and asked if we are running out of places to stack snow. Mrs. Gabriel responded that the Kootenai County Fairgrounds have recently offered space to the City.

PROPOSAL TO PROHIBIT FEEDING DEER INSIDE CITY LIMITS: Deputy City Administrator Jon Ingalls reported that Councilman Goodlander requested Council consider the issue of the presence of deer along the east side of the city. He noted that although this is not a new issue, deer are destroying private property and causing traffic accidents. Over the past several years, the City has advised residents not to feed deer. Mr. Ingalls noted that Mark Taylor from Idaho Fish and Game is present tonight to answer any technical questions regarding controlling deer inside the city limits. He also noted that he has learned that for any regulations to work all area cities need to establish similar regulations as the deer population does not know the city limits between Fernan Village, Coeur d'Alene, Dalton Gardens, Hayden, and Hayden Lake.

Mark Taylor, Idaho Dept. of Fish and Game representative, reported that he has been reviewing the issue of deer within the area city limits for some time. He noted that the results he found are that people love seeing wildlife, but sometimes it is too much of a good thing. Deer issues in urban areas, although not a new issue in the east, are relatively new for the western states. The issue is how a city would want to deal with it. It was determined that because Fernan was a very small area geographically, Idaho Fish and Game used them for a pilot program to allow deer to be trapped and released. Last year they successfully trapped and removed 9 deer and this year they have trapped 18 deer. He noted that at this point they do not know if it is working; however, this spring Fish and Game would like to radio collar four deer to track where they spend their summers and if they return to the same area next fall. He explained that deer need security, shelter, and food to survive and if any one of those factors is missing they will move in order to survive. The issue in urban areas is that all three factors are present. So, the thought is if the food source is removed the deer will move out of the city.

Councilman Edinger asked if the new construction along the east side of town along the hillside is forcing deer into the city limits. He noted that he has lived in Coeur d'Alene

for 58 years and until recently the deer population has not been an issue. Mr. Taylor responded that when the City was small the deer stayed in the hillside but now that the city has grown into the hillsides the deer do not have anywhere else to go.

Councilman Goodlander asked about deer becoming habituated to residential areas. Mr. Taylor responded that deer communicate to other deer when and where there is a food source and moms teach their little ones where there is food, so one of the steps is to remove as much of the food source as possible but noted that not all food sources can be removed such as landscaping.

Councilman McEvers commented that Fernan trapped 9 deer in 2007 and then those deer brought back their friends and Fernan trapped 18. Mr. Taylor responded that since the deer were not tagged they do not know if they are the same deer. Councilman McEvers also asked if there were 9 deer trapped last year and then 18 deer this year how can they say that not feeding the deer is working.

Councilman Kennedy commented that some residents feel that this is no big deal and that we should leave things as they are. Mr. Taylor responded that when you have polarized opinions there is no correct response and that is why the Fish and Game Department went with Fernan Village for their pilot program where the residents all wanted to control the deer population in their city. Councilman Kennedy asked what are the detriments outside of the landscaping damage or occasional traffic accidents that creates the need to control deer. Mark Taylor responded that there is no danger to residents until deer predators come into town.

Councilman Hassell noted that the week before Christmas a deer was hit by a car on 4th Street just south of Kathleen and he has noticed there have been deer trying to cross US 95. Mr. Taylor clarified that there have not been any human deaths from deer in the city.

Councilman Goodlander noted that a former Councilman commented that they had so many deer in their yard that the deer droppings had covered the lawnmower wheels. Mr. Taylor responded that they get more complaints of turkey droppings and duck droppings than deer droppings. He also noted that another component for deer is security and since there is no hunting allowed inside a city some eastern cities are allowing controlled hunting within their city limits. He noted that this winter will be extremely hard on the deer population and it may affect the population next year.

Councilman Edinger noted that the Village of Fernan prohibits feeding the deer and the first year there were 9 deer and yet this year there were 18 deer; so, how can they say the ordinance is working. He asked that if there were an ordinance within the City of Coeur d'Alene how do they believe it will work in the City of Coeur d'Alene and do they expect the City to trap deer. In other words how is it going to be enforced. Jim Elder, Mayor of Fernan Village, reported that the Village of Fernan had experienced a huge increase in the deer population with over 30 deer feeding in their village. The trapping that was done in 2007 was only for a two week period of time in which they trapped 9 deer. This year, the village has authorized 20 trappings and they have trapped 18 so far. Their plan is to

do the trapping for one year to see what the effects in the deer population are in their village. The other facet to the overall plan was to implement a ban on feeding deer which they have used their ordinance as a means of educating their residents. He noted that once you feed a deer it imprints that area for the deer. Again, Fernan Village has not cited anyone for feeding the deer.

Councilman Goodlander asked what has been the financial cost to the Village for trapping deer. Mayor Elder noted that they pay \$250 per deer to trap and this year they have trapped 18 deer.

Councilman Kennedy noted that tonight the Council is only discussing the issue of feeding deer. He asked if residents in Coeur d'Alene have been approached to remove their feeders for deer. Mayor Elder responded that they had approached one owner who has a feeder in his yard and had approximately 20 deer per night in his yard; but with education, he is hoping that he will stop feeding the deer. Councilman Kennedy asked if other cities are looking at this issue. Mayor Elder responded that Dalton Gardens, Hayden, and Hayden Lake have expressed an interest in receiving a copy of Fernan's ordinance. He noted that since these communities abut each other and in order for all cities to control their deer population they need to adopt similar regulations.

Councilman Edinger asked that outside of having an ordinance that can't really be enforced couldn't cities just have an education program for residents as he does not like the idea of having an ordinance that we cannot enforce. Councilman Edinger noted that he believes it is development that is chasing deer into the city. Mayor Elder believes that feeding the deer is what is causing deer to come into town. He also commented that by adopting an ordinance you are creating a level of influence of having residents comply with the regulations or receive a \$200 fine. Councilman Edinger noted that a few years ago, they tried to create an ordinance to control the cat population and that failed. Councilman Edinger asked Police Chief Longo how he would enforce this type of ordinance if the City Council adopted one. Chief Longo responded that it depends on how the ordinance is prescribed to be enforced. If the ordinance is written so that a neighbor can file a complaint against a neighbor the Police Department could enforce that. The issue is the number of calls that they could receive as they will be triaged with all other citizen calls.

Councilman Goodlander believes that this would be an ordinance that Code Enforcement could enforce, not the Police Department. Chief Longo responded that it would be his choice that Code Enforcement carry out this responsibility; however, the issue is when the city's one code enforcement officer is not working it falls onto the rest of the Police Department.

Councilman Edinger believes that by placing it in Code Enforcement, it will become a long drawn-out issue. He believes that education of the residents along the east side of town where the deer population is an issue is needed but he doesn't believe that we need an ordinance for the entire city. Chief Longo responded that Code Enforcement's philosophy is more of education than enforcement. Mayor Bloem noted by combining

Code Enforcement's education and an ordinance it would have more clout for the Code Enforcement Officer. Mr. Taylor commented that a final thought he would like to share is that no one wants to have a sterile environment where no wildlife exists, but rather they are looking for a manageable number than to entirely eliminate the deer population.

Councilman McEvers asked why Fernan limited the trapping to only 20 deer. Mr. Taylor noted that this number was a pilot program. Mayor Elder also noted that there was a financial limit to the cost of trapping and that Fernan Village had budgeted for the removal of 20 deer. Again, he noted that by adopting an ordinance you begin to educate the people.

MOTION: Motion by Hassell, seconded by Goodlander to authorize staff to prepare an ordinance prohibiting the feeding of deer and/or wildlife within the City limits.

DISCUSSION: Councilman McEvers believes that this ordinance is unenforceable. Councilman Edinger noted that he believes that it will also pit neighbor against neighbor. Councilman Kennedy commented that he will vote after seeing the ordinance but will vote for staff to prepare an ordinance.

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

RECESS: Mayor Bloem called for a recess at 7:55 p.m. and the meeting reconvened at 8:00 p.m. (Councilman Goodlander left the meeting at the recess).

ORDINANCE NO. 3348
COUNCIL BILL NO. 08-1026

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REPEALING MUNICIPAL CODE CHAPTER 13.30 AND ADOPTING A NEW CHAPTER 13.30 ENTITLED STORM WATER MANAGEMENT; PROVIDING DEFINITIONS AND A PURPOSE CLAUSE; REQUIRING SUBMISSION OF A STORM WATER MANAGEMENT PLAN WITH ANY LAND DISTURBING ACTIVITY; ESTABLISHING PERFORMANCE AND DESIGN STANDARDS FOR STORM WATER IMPROVEMENTS; AUTHORIZING THE ADOPTION OF SUPPLEMENTAL MATERIAL BY RESOLUTION OF THE CITY COUNCIL; ESTABLISHING PROPERTY OWNER'S OBLIGATION TO MAINTAIN STORM WATER IMPROVEMENTS AND PROHIBITED CONDUCT; AUTHORIZING AND PROVIDING RULES TO OBTAIN A VARIANCE FROM THE STORM WATER REQUIREMENTS; ESTABLISHING ENFORCEMENT PROCEDURES TO ENFORCE THE ORDINANCE AND OTHER GUARANTEES OF INSTALLATION TO ENSURE THAT STORM WATER IMPROVEMENTS ARE INSTALLED; ESTABLISHING THAT VIOLATIONS OF THE REQUIREMENTS OF THE CHAPTER ARE A MISDEMEANOR PUNISHABLE BY A FINE OF NOT MORE THAN ONE THOUSAND DOLLARS (\$1,000.00) OR BY IMPRISONMENT NOT TO EXCEED ONE HUNDRED AND EIGHTY (180) DAYS OR BY BOTH FINE

AND IMPRISONMENT; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Hassell, seconded by Kennedy to pass the first reading of Council Bill No. 08-1026.

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

Motion by Edinger, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 08-1026 by its having had one reading by title only.

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

ORDINANCE NO. 3349
COUNCIL BILL NO. 09-1001

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 5.08.170 TO EXTEND THE EXEMPTION BOUNDARIES FOR THE ON-SITE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES FROM 5TH TO 7TH STREET; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Kennedy, seconded by Hassell to pass the first reading of Council Bill No. 09-1001.

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

Motion by Kennedy, seconded by McEvers to suspend the rules and to adopt Council Bill No. 09-1001 by its having had one reading by title only.

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

RESOLUTION NO. 09-002

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AMENDMENT TO THE CITIZEN PARTICIPATION PLAN AND AMENDMENTS TO THE 2008 CDBG ANNUAL ACTION PLAN INCLUDING CHANGING THE PLAN YEAR FROM JANUARY 1 THROUGH DECEMBER 31 ANNUALLY TO APRIL 1 THROUGH MARCH 31 ANNUALLY; AND A REALLOCATION OF \$70,000 WITHIN EXISTING PROJECT LINE ITEMS.

Motion by Hassell, seconded by Kennedy to adopt Resolution 09-002

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

PUBLIC HEARING – O-8-08 – AMENDMENTS TO METHOD OF ESTABLISHING FEES-IN-LIEU OF PARKING IN MIDTOWN AREA: Mayor Bloem read the rules of order for this public hearing. City Planning Director Dave Yadon and Finance Director Troy Tymesen gave the staff report.

Mr. Yadon reported that over two decades ago the City adopted an option of providing a fee to the city “In-Lieu of” constructing parking spaces in the downtown.

Section 17.05.727 of the municipal code states that the city council “adopt a resolution setting out the value of off street parking spaces *based on acquisition and construction costs of a surfaced parking lot* designed and constructed to standards then in effect in Coeur d'Alene. Such costs and value shall be reviewed at least every three (3) years by the city council.”

The Parking Commission recently recommended an update of a fee in-lieu of parking space. During that process the Commission examined the methodology of determining that fee based on a review of present practice as provided in the 2007 Comprehensive Parking Study by Rich and Associates. Of the range of options presented, the Parking Commission recommended that the fee is designed to be within 20% of the market value of the land. (Property value per square foot multiplied by 350 square feet (the size of a parking stall and a portion of the access drive).

In order to utilize the proposed methodology, the City Council must also amend the zoning ordinance.

In a review of current practices the commission re-enforced earlier ideas that in areas of more intense activity or where the community wants to promote density, requiring each use to provide separate parking facilities can degrade the pedestrian environment, limit density, and encourage drivers to drive from one site to the next rather than parking once and walking between nearby destinations.

A new request had been submitted to establish fees-in-lieu of parking for the Midtown area. Mr. Yadon described the area in which the fees-in-lieu of parking would be permitted for the

Midtown area. He also noted that LCDC and the City have purchased property for public parking thus providing an opportunity to allow for fees-in-lieu of parking.

In the Midtown area there is a lower limit of parking spaces allowed for fees-in-lieu of parking which is 1-8 parking spaces must be provided and of the 9-20 parking spaces required that 60% of those spaces could be paid through fees-in-lieu of parking spaces. Mr. Yadon noted that another option for parking spaces for property owners is to place some of the required number of parking spaces on their property as well as provide for off-premises parking. He noted that if parking becomes an issue in the residential areas surrounding Midtown that the City could implement permitted parking such as what is done in the Fort Grounds area.

Councilman Kennedy asked if the funds from the fees-in-lieu of parking are restricted to the zone in which they are collected. Mr. Yadon responded that they are.

Councilman Kennedy asked who is responsible for determining when a fee needs to be returned and also asked if there is any reason why the City can't just keep the fees until they are used. Mr. Yadon responded that legally we cannot keep a fee forever and noted that the fees will be spent. Councilman Kennedy asked how long the City can hold onto the fees until they must be returned if not used. Mr. Yadon responded that what is currently in the code is that the City can hold fees for 15 years. Councilman Kennedy then asked if that can be extended to 25 years. Councilman Kennedy asked if the Midtown zone for fees-in-lieu of parking is all commercially zoned. Mr. Yadon responded that it is.

Councilman Edinger asked if the lot that LCDC purchased will be offered as free parking. Councilman Hassell responded that a decision on this has not yet been made by LCDC. Councilman Edinger asked how Mr. Williams would be affected by the amendments to the fees-in-lieu of parking in the downtown area. Mr. Yadon responded that unless he is planning on expanding his building, there is no impact on Mr. Williams.

Councilman Kennedy noted that the proposed changes are more restrictive for the larger developments and yet opens up the opportunity for smaller businesses. Mr. Yadon noted that in the downtown area parking must be provided within 1,000 feet of the development site and the 1,000 feet radius is being recommended for the Midtown area as well.

PUBLIC COMMENTS: Susie Snedaker, 821 Hastings, expressed her concern that the east side of the 800 block of 4th street will have all parking eliminated and she believes that will force more traffic into the alley and that the code does not call for the preservation of the existing parking spaces. She also believes that parking will be funneled to 5th street which will impact the residents on 5th Street. She believes that \$5,000 is not going to be adequate in the future for purchasing parking spaces. She asked if the cost that LCDC paid for their parking lot could have been paid at \$5,000 per space. She requested Council consider maintaining the existing parking spaces in Midtown and encourage shared parking spaces instead of fees-in-lieu of parking and that is it not the responsibility of the tax payers to pay for the developers' parking requirements.

Lynn Schwindel, 735 4th Street, asked if this ordinance applies to an entire building or the individual spaces within the building that will be rented out. He noted that he is in favor of fees-in-lieu of parking but he feels that the provisions recommended are too much and the ordinance, as proposed, will create a bigger problem than what is trying to be fixed. His concern is creating too many parking spaces being allowed for fees-in-lieu of parking. City Planner Yadon responded that the fees are based on per use not per building.

Art Williams, 718 E. Sherman Avenue, has a concern about the downtown area in that the development proposed at the southeast corner of 7th and Sherman requires 120 parking spaces and they are allowed to buy down 90 spaces and only provide 30 spaces. Mr. Yadon responded that this project has only gone through design review phase. He noted that with the proposed regulations the maximum number of spaces that could be paid for with fees-in-lieu of would be 23 spaces and the developer would be required to provide parking spaces within 1,000 feet of their site for the remaining 97 spaces.

Cindy Wales, 701 E. Front Avenue, voiced her concern regarding the congestion that is being created with the parking in the Downtown area and maybe the City should increase the parking limits and that the Downtown area is becoming maxed out in building density.

Troy Tymesen, Finance Director, reported that the goal with the proposed regulations was to bring the value of in lieu of parking fees up to today's economic standards. He noted that the total amount collected for the "in lieu of parking" fee over the past 10 years totals \$17,000. He reported that the amendments are being proposed due to the fees being too low and the number allowed for paying the in-lieu of parking space fee is too high. He noted that any business owner knows that in order to have a good business you need adequate parking and that is why there have not been a lot of parking spaces being paid for by fees-in-lieu of parking spaces.

Councilman Kennedy noted that one of the core values of the LCDC is to provide a parking structure in the downtown area.

Councilman Bruning asked about eliminating the parking on 4th street as commented by Susan Snedaker. Mr. Yadon responded that even if the Council does not approve the proposed amendments that construction of lot-line to lot-line is currently allowed. So, in order to require retention of existing spaces in the Midtown area, the Council would have to adopt an ordinance providing for the preservation of existing on-site parking spaces.

Councilman Edinger requested that LCDC look at the parking lot in Midtown and leave it open for free parking.

ORDINANCE NO. 3350
COUNCIL BILL NO. 09-1002

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 17.05.727 AND 17.07.930 TO AMEND THE METHOD OF DETERMINING THE IN-LIEU PARKING FEE AND EXPANSION OF PROGRAM INTO THE MID-TOWN AREA; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF

Motion by Hassell, seconded by Bruning to pass the first reading of Council Bill No. 09-1002.

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

Motion by Edinger, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 09-1002 by its having had one reading by title only.

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

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

The meeting adjourned at 9:30 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 09-003

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING DECLARATION OF SURPLUS PROPERTY – CITY'S OLD ANALOG PHONE SYSTEM; APPROVAL OF THE TERMINATION OF CONTRACT WITH TLM CONSTRUCTION FOR REFURBISHMENT OF WWTP DIGESTER #4; APPROVAL OF AN IDAHO TRANSPORTATION DEPARTMENT - LOCAL PROFESSIONAL SERVICES AGREEMENT WITH WELCH COMER & ASSOCIATES, INC. FOR THE GOVERNMENT WAY PROJECT – DALTON TO HANLEY AVENUE; REQUEST FOR DESTRUCTION OF CERTAIN TEMPORARY RECORDS – POLICE DEPARTMENT AND LEGAL DEPARTMENT; APPROVAL OF SS-1-08 ACCEPTANCE OF IMPROVEMENTS WITH A MAINTENANCE / WARRANTY AGREEMENT FOR RIVERSTONE WEST, 2ND ADDITION; APPROVAL OF A CONTRACT WITH STEEL STRUCTURES AMERICA, INC. FOR THE REPLACEMENT OF THE PARKS MAINTENANCE SHOP STORAGE SHED AND AWARD OF BID AND APPROVAL OF AN AGREEMENT WITH FKC, CO. LTD. FOR THE WWTP SECONDARY SLUDGE THICKENER.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "1 through 7" and by reference made a part hereof as summarized as follows:

- 1) Declaration of Surplus Property – City's old analog phone system;
- 2) Approval of the Termination of Contract with TLM Construction for Refurbishment of WWTP Digester #4;
- 3) Approval of an Idaho Transportation Department - Local Professional Services Agreement with Welch Comer & Associates, Inc. for the Government Way Project – Dalton to Hanley Avenue;
- 4) Request for Destruction of Certain Temporary Records – Police Department and Legal Department;
- 5) Approval of SS-1-08 Acceptance of Improvements with a Maintenance / Warranty Agreement for Riverstone West, 2nd Addition;
- 6) Approval of a Contract with Steel Structures America, Inc. for the replacement of the Parks Maintenance Shop Storage Shed;
- 7) Award of Bid and Approval of an Agreement with FKC, Co. Ltd. For the WWTP Secondary Sludge Thickener;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 7" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 20th day of January, 2009.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

GENERAL SERVICES COMMITTEE

Date: January 12, 2009

From: Brandon Russell, Database Admin

RE: Declare Old Nortel Phone System as Surplus

Decision point:

To declare old Nortel Phone system, including all telephones, switches and spare parts as surplus to the City.

History:

Last year IT upgraded the phone system to Voice Over IP. This was a complete replacement; none of the old phone system is in service anymore.

Financial Analysis:

The Nortel system has no value to the City anymore.

Performance Analysis:

We are currently storing this old equipment in various buildings. Since this was replaced, the need to hang onto the old system is no longer necessary.

Quality of Life Analysis:

Declaring this as surplus will allow us to offer the old phone system up for auction on our city website.

Decision point/recommendation:

Staff recommends approval of declaring the old phone system as surplus.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: January 12, 2009
FROM: David E. Shults, Capital Program Manager *DES*
SUBJECT: Terminate Contract for Refurbishment of WWTP Digester #4

DECISION POINT:

Request Council approval to terminate the contract with TML Construction for refurbishment of Digester #4.

HISTORY:

Award of the work recently given by the City to TML Construction is not advised because Digester #4 is unexpectedly necessary for service due to a malfunction of backup Digester #2. The Council recently awarded the work for refurbishment of Digester #4 to TML Construction. Work was scheduled to begin January 5th and completed within 80 days so that the digester could be ready for service when its capacity is needed in March. Three digesters serve the treatment plant, and only one can be out of service during the winter months when the sludge quantities at the plant are the least. The sludge within Digester #4 was being drawn down in preparation of the refurbishment work, when Digester #2 failed on December 24th. The metal cover was displaced and lost its seal with the concrete tank due to excessive internal pressure. The cause of failure and the necessary repairs are being analyzed at this time by the City's wastewater engineering consultant, HDR Engineering. Repairs to the metal cover of Digester #2 will consume the time that was allotted for Digester #4 work this winter. TML Construction was notified on December 24th of the likelihood that Digester #4 work would not be possible this winter. TML president, Brian Petersen, acknowledged the dilemma and agreed to suspend any work or activity on the project. TML will submit an invoice for the costs already incurred in preparation for beginning the work. TML plans to bid again on the work when it is rescheduled for the following winter period.

FINANCIAL ANALYSIS:

TML is very cooperative and believes that the invoice (that they were invited to prepare) would probably not be much more than \$5000. Bonds for the project were purchased and TML is hopeful that the bonding company will reimburse the charges. The costs of the bid process may be included for consideration, even though the City has not signed the written agreement and has not given them a Notice to Proceed. Refurbishment costs for Digester #4 will include the additional expenses of repackaging the specifications and advertising again for a contractor next year. Rebidding the project may result in a lower bid price, which could have the effect of reducing the total cost of the project. City staff will request continuation of this project in the City's proposed Financial Plan for FY 2009-10.

DISCUSSION:

The specifications for the refurbishment project include provisions for the City to terminate the work for convenience. Staff believes that TML will provide a reasonable reimbursement request that Wastewater staff will present for Council consideration. As soon as the engineering analysis is completed regarding the malfunction of Digester #2, a work plan, a proposed engineering agreement, and request for procurement of a repair contractor will be submitted to the City Council for consideration.

DECISION POINT/RECOMMENDATION:


Request Council approval to terminate the contract with TML Construction for refurbishment of Digester #4.

DECISION POINT/RECOMMENDATION:

Request Council approval to terminate the contract with TML Construction for refurbishment of Digester #4.

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PUBLIC WORKS COMMITTEE
STAFF REPORT

DATE: January 12, 2009
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Professional Services Agreement for Government Way Project,
Dalton Avenue to Hanley Avenue**

DECISION POINT

Staff is requesting a recommendation from the Committee to the City Council for approval of the attached Professional Services Agreement for design services for the Government Way reconstruction project, from Dalton Avenue to Hanley Avenue.

HISTORY

Federal funding for the design and acquisition of right-of-way in the Government Way corridor between Danton and Hanley Avenues has been procured (August '08), and, the project is in the start up phase with the initiation of design work.

FINANCIAL ANALYSIS

The City has previously paid the Idaho Transportation Department the project match of \$20,000.00 (August '08), which was derived from Quadrant 2 impact fees for the State's administrative services. Total fees for the design consultant are not to exceed \$240,000.00.

PERFORMANCE ANALYSIS

The City was able to persuade the State (ITD) that time was of the essence, and, that by allowing the consultant to start early, valuable design time would not be lost by requiring them to wait until Spring '09 to begin data collection. The consultant has been able to gather enough information (prior to snowfall) to commence design, and, begin preparing the information for right-of-way acquisition.

RECOMMENDATION

Staff recommends the approval of the attached Professional Services Agreement for the design of the Government Way corridor from Dalton Avenue to Hanley Avenue.

IDAHO TRANSPORTATION DEPARTMENT

LOCAL PROFESSIONAL SERVICES AGREEMENT

Agreement Number 7106

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the CITY OF COEUR D'ALENE, whose address is 710 E. MULLAN AVENUE, Coeur d'Alene, ID 83814, hereinafter called the "Sponsor," and Welch Comer & Associates, Inc., whose address is 350 E. Kathleen Ave., Coeur d'Alene, ID 83815, hereinafter called the "Consultant."

RATIFICATION

The Idaho Transportation Department, representing the Federal Highway Administration on all local federal-aid highway projects, is authorized to ratify all agreements for engineering services entered into between sponsoring local agencies and their retained consultants. All references to State used hereafter shall denote the Idaho Transportation Department.

NOW, THEREFORE, the parties hereby agree as follows:

The work covered by this Agreement is for the following project(s):

PROJECT NAME: SMA-7155 GOV'T WAY; DALTON TO HANLEY AVE
PROJECT NO: A011(526)
KEY NO: 11526

I. SUBCONSULTANTS

The Sponsor approves the Consultant's utilization of the following Subconsultants:
Environmental, Inc.
Western Historical Services
All West Testing & Engineering, Inc.

II. AGREEMENT ADMINISTRATION

This Agreement shall be administered by MIKE MOFFETT, Local Highway Technical Assistance Council; 3330 W. Grace St., Boise, ID 83703; (208) 344-0565; or an authorized representative.

III. DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. DESCRIPTION OF WORK

The Consultant shall provide professional services as outlined in the attachment(s) and as further described herein.

1. The following attachments are made a part of this Agreement:
 - a. **Attachment No. 1L** is the Consultant Agreement Specifications which are applicable to all agreements
 - b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, Man-Day Estimate.

In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No. 1L.

2. Aerial photography negatives and other items as identified in Section J, Paragraph 9 of the Consultant Agreement Specifications shall be sent to Greg Mead, Idaho Transportation Department, P.O. Box 7129, Boise, ID 83707.
3. Per Diem will be reimbursed at the current approved rates. These rates are listed at <http://www.itd.idaho.gov/design/cau/policies/policies.htm>.

IV. DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE

The Sponsor and/or State shall provide to the Consultant, upon request, copies of any records or data on hand which are pertinent to the work under the Agreement.

V. TIME AND NOTICE TO PROCEED

- A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written NOTICE TO PROCEED. The Consultant shall complete all work by **07/01/2010**.
- B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

VI. BASIS OF PAYMENT

- A. Payment Basis: Cost Plus Fixed Fee - Consultant agrees to accept as full compensation for all services rendered to the satisfaction of the State for completion of the work, the lesser of the actual cost plus the fixed fee or Not-To-Exceed amount of the Agreement.
- B. Compensation Amount

1. Not-To-Exceed Amount:	\$240,000.00
2. Additional Services Amount:	\$0.00
3. Total Agreement Amount:	\$240,000.00
- C. Fixed Fee Amount: **\$23,470.00** (This is included in the Total Agreement Amount.)

D.	Approved Overhead Rates for Prime Consultant and Subconsultants	
	Welch Comer & Associates, Inc.	158.70%
	Environmental, Inc.	0.00%
	Western Historical Services	0.00%
	All West Testing & Engineering, Inc.	116.88%

E. Reasonable increases in labor rates during the life of this Agreement will be accepted. Payroll additive rate, general administrative overhead rate, and unit prices are subject to adjustment during the life of this Agreement based on audit and negotiations. If the State approves an adjustment to the overhead rate or unit prices, the Consultant must then submit a written request to the Agreement Administrator requesting use of the approved rate(s) on this agreement. If the new rate(s) are accepted by the Agreement Administrator, they shall apply from the date the written request was made to the Agreement Administrator. An adjustment shall not change the Not-To-Exceed amount of the Agreement. For projects of duration greater than two years, the Not-To-Exceed amount may be negotiated.

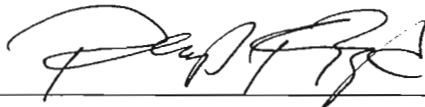
In no case will rates be adjusted more than once per agreement year.

F. PSA No. 1 is issued in the amount of \$100,000.00 to begin the work of this Agreement. The remaining amount will be issued by consecutive PSAs.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year in this Agreement first written above.

WELCH COMER & ASSOCIATES, INC.
Consultant

CITY OF COEUR D'ALENE
Sponsor

By: 

By: _____

Title: PRESIDENT

Title: _____

IDAHO TRANSPORTATION DEPARTMENT

APPROVED AS TO FORM:
Steven M. Parry
Deputy Attorney General
October 17, 2008

By: _____
Assistant Chief Engineer (Development)

LHickman:11526LPA.docx

Attachment No. 2

DETAILED SCOPE OF WORK

Government Way, Dalton Ave to Hanley Avenue, Coeur d'Alene

Project No. A011(526); Key No. 11526

October 14, 2008

Project Scope

The City of Coeur d'Alene has secured Urban funds within the Kootenai Metropolitan Planning Organization's (KMPO) Transportation Improvement Program (TIP) to reconstruct Government Way between Dalton Avenue and Hanley Avenue.

The City intends to reconstruct a 0.5 mile portion of Government Way between Dalton Avenue and Hanley Avenue. The project will reconstruct the 2-lane section of Government Way to 5-lanes with curb/gutter, bike lanes, grassy swales, and concrete sidewalk on both sides. Reconstruction will require changes in access, dry utility relocation, and public involvement. Although Right of Way acquisition is necessary for this project, the City of Coeur d'Alene is purchasing it themselves.

This project will be developed using the Idaho Transportation Department (ITD) Design Manual, City of Coeur d'Alene standards, guidance from the American Association of State Highway and Transportation Officials (AASHTO), English units, and is scoped as Federal Aid *Simple*.

Task 1 – Project Coordination and Management

- 1.1 **General Administration:** This will consist of the daily management of the project and involve administrative tasks of a general nature that are required of the Consultant during the course of project development, including setting up and maintaining project accounting procedures, monitoring project budget, and general project team coordination. Once all deliverables are complete, the Consultant will conduct an internal project closeout.
- 1.2 **Subconsultant Coordination:** The Consultant will coordinate billing with each subconsultant throughout the contract. Subconsultant payment will be included in the Consultant's billing.
- 1.3 **LHTAC Billing Coordination:** Monthly billing will include the ITD-771, Progress Reports, current PSA, current invoice, copy of each Subconsultant invoice, and any other supporting documentation. A current certified payroll will also be included.
- 1.4 **Schedule & Management Control:** A CPM schedule of the design will be prepared and updated monthly to inform key individuals on the project progress. The project schedule will be developed and maintained using Microsoft Project.
- 1.5 **Pre-Operational Conference:** LHTAC will hold a pre-operational conference to be held at the City of Coeur d'Alene.
- 1.6 **Owner Coordination & Meetings:** The Consultant will communicate monthly & as necessary to keep the City of Coeur d'Alene and LHTAC current with the project status and to work out necessary design elements.

Task 2 – Concept Report

- 2.1 **ITD-759, Roadway Inventory:** The Roadway Inventory will not be completed by the Consultant as part of this project.

- 2.2 **ITD-1151, Traffic Data / Review:** Traffic data will be requested from ITD for years 2008, 2013, and 2033. Any traffic data available from the City of Coeur d'Alene will also be requested. All available traffic data will be compiled and analyzed to determine the peak hour and the expected traffic growth rate over time.

No traffic data will be gathered for the intersection turning movements.

- 2.3 **Level of Service Calculations:** The Consultant will conduct a *segment* Level of Service (LOS) calculation for the 5-lane roadway section. The LOS calculations will be conducted for the years 2008, 2013 and 2033. LOS calculations will not be completed for the intersections. This work is unnecessary since the City is developing the roadway cross section consistent with the KMPO model for Government Way. Therefore, no analysis is necessary. All calculations will be provided within the Concept Report.

- 2.4 **Crash Data / Safety Evaluation:** Crash history data will be requested from the Idaho Transportation Department – District 1 office. Available crash data will be analyzed, summarized, and included in the Concept Report.

A detailed Safety Evaluation will be conducted to determine if the roadway presents a safety hazard in its current state. The accident rate within the project limits (ACC/MV) will be calculated and compared to the base rate for this segment of Government Way. If the existing rate is higher than the Base Rate, specific design improvements will be provided for each design alternative to improve safety.

- 2.5 **Alternative Analysis:** Two alternatives will be reviewed for the Concept Report and are briefly described below:

1. No-build or do nothing – Government Way, Dalton to Hanley would remain unchanged.
2. 5-lane Roadway – the existing 2-lane segment of Government Way would be reconstructed to 5 lanes (2 NB, 2 SB, & a two way left turn lane). The roadway will include curb & gutter, sidewalk, drainage improvements, traffic signal modifications, and Right of Way acquisition. The 5-lane section will comply with the KMPO's Planning Model and also match into an existing 5-lane section.

- 2.6 **Traffic Control Study:** The necessary traffic control of the project will be reviewed early to identify the impact of each alternate being analyzed. Conceptual traffic control plans will be developed and reviewed with LHTAC and the City for the recommended alternative.

- 2.7 **Typical Section:** Conceptual cross sections will be developed for the recommended alternative.

- 2.8 **Vicinity Map:** A vicinity map showing project location and limits will be provided.

- 2.9 **Conceptual Plan Development:** A conceptual plan will be provided for each alternative. The plans will conceptually depict Horizontal Alignments, pavement markings, and Right-of-Way impacts. No design exceptions are anticipated and provisions for design exceptions are *not* included in this Scope.

- 2.10 **ITD-1415, Minimum Traffic Signal Warrants:** Two existing traffic signals exist on the project. Modifications will be required at the Govt. Way & Hanley signal. However, the Consultant will not complete the signal warrant calculations. The City of Coeur d' Alene intends to keep both intersections signalized.

- 2.11 **ITD-783, Signature Sheet:** The Consultant will prepare the ITD-783 form prior to submittal of the Concept Report.
- 2.12 **ITD-757, Design Standards:** The Consultant will prepare the ITD-757 form for inclusion in the Concept Report. It is assumed LHTAC will provide to the Consultant the last approved 2101 and 1414 forms.
- 2.13 **ITD-2839, Right of Way Cost Estimate:** The Consultant will estimate the Right of Way acquisitions costs. The costs will be included in the Concept Report. Actual Right of Way acquisition is not included in this scope of work.
- 2.14 **ITD-758, Alternate Solutions & Cost:** The Consultant will prepare the ITD-758 form for the design alternatives. The recommended alternative will be identified within this form.
- 2.15 **ITD-1150, Project Cost Summary Sheet:** The Consultant will prepare and itemized conceptual cost estimate for each alternative.
- 2.16 **Project Narrative:** The Consultant will prepare a project narrative. The preferred alternative identified in the narrative of the report. Also, foreseeable design or specific project concerns will be identified.
- 2.17 **Quality Control & Revisions:** The draft Concept Report will be reviewed in-house and submitted to the City of Coeur d'Alene and LHTAC for review. When reviews are complete, the Consultant will review with the City any necessary revisions. This scope of work assumes that *two* reviews with revisions will be necessary for Concept Approval. The project schedule assumes that LHTAC and ITD review times will take *two* and *three* week respectively.
- 2.18 **Final Concept Report Submittal:** The final report, delineating the recommended alternative will be prepared and three (3) bound copies delivered to LHTAC. It is anticipated that each of LHTAC's review times will take two weeks.
- 2.19 **Public Meeting:** This Scope assumes that one public meeting will be held, facilitated by the Consultant, to inform the public of the project conceptual alternatives and encourage feedback. The Consultant will provide exhibits for the meeting. It is assumed that the City of Coeur d'Alene will provide a venue for the meeting at the Coeur d'Alene City Hall.

The Consultant will meet with the City of Coeur d'Alene to review and discuss the written and oral testimony received during the meeting and address any changes required to the project.

Task 3 – Preliminary Design

3.1 Roadway Group:

- 3.1.1 Typical sections will be developed to show lane widths, curb configuration, cross slope, and roadway section thickness and material. Proposed sidewalk will be meandered as necessary to avoid obstructions (trees, buildings, etc) and to provide locations for drainage facilities.
- 3.1.2 Horizontal and Vertical Alignments will be developed showing all necessary geometric attributes.
- 3.1.3 Cut and fill limits, based on electronic roadway modeling and topographic survey will be shown to depict limits of construction and preliminary Right-of-Way impacts.

- 3.1.4 Plan and Profile sheets for roadway work will be created that show all of the above information.
- 3.1.5 Cross sections will be created and preliminary earthwork quantities will be computed. Preliminary cross sections will be submitted to LHTAC and the City of Coeur d'Alene for review as part of the Preliminary Design submittal.
- 3.1.6 Roadway access (driveway approaches) will be provided to each parcel. Preliminary Design will provide standard approaches with respect to City of Coeur d'Alene construction standards and access control at each location. The City will meet with individual property owners to confirm size and location. Where agreeable to owners, shared drive approaches will be utilized. The Consultant will not meet with individual property owners. The City will direct to the Consultant, in writing, any changes required to the approaches.
- 3.1.7 Mail delivery will be coordinated with the United States Postal Service. An aerial map with proposed roadway improvements will be provided to the Postmaster for determining mailbox locations. Consultant will attend one meeting with the postmaster to coordinate locations and type of mailbox unit. It is assumed that off-street cluster mailbox units will be utilized for design.

3.2 Drainage Group:

- 3.2.1 Perform conceptual stormwater conveyance and treatment design for recommended alternative. Design will follow City of Coeur d'Alene requirements and will identify anticipated stormwater runoff, culverts, grassed infiltration areas, drywell and other related facilities. Stormwater is anticipated to be treated and discharged via grassy swales.
- 3.2.2 This project is believed not to discharge into Waters of the U.S. Therefore, it is assumed that this project will not require a Stormwater Pollution Prevention Plan (SWPPP) or a National Pollutant Discharge Elimination System (NPDES). However, Erosion and Sediment Control Plans will be developed. Preliminary plans will include applicable erosion control measures as determined by site conditions.

3.3 Traffic Group:

- 3.3.1 Design preliminary construction traffic control and construction phasing plans. Traffic control will be designed in accordance with the latest ITD and MUTCD requirements. It is anticipated that two-way traffic will be maintained at all times during construction.
- 3.3.2 Pavement markings and permanent signing will be developed. Design will be in accordance with the latest City of Coeur d'Alene, ITD and MUTCD manuals.
- 3.3.3 Roadway Illumination
 - 3.3.3.1 Consultant will coordinate with Avista Utilities and City of Coeur d'Alene on lighting type and spacing. Avista will design wiring, foundation sizes, and conduits for the lighting. Consultant will show illumination foundation layout and conduit placement on Plan/Profile sheets, but will not provide design.
- 3.3.4 Traffic Signals
 - 3.3.4.1 Dalton & Government Way - This signal is configured for the 5-lane section. It is assumed that no modification will be necessary.
 - 3.3.4.2 Hanley & Government Way – Prepare signal plans in accordance with ITD and City of Coeur d'Alene guidelines, showing proposed locations for the new signals, foundations, junction boxes, controller, and conduit/wiring. The detection system will be converted from Loop Detection to Video Detection. Since no intersection traffic counts will be conducted, it is assumed that all signal timing will be conducted by the City.

3.4 **Structure Group:** Possible structures anticipated for this project are sidewalk underdrains, and drywells. Designs for these will be developed in conjunction with the Drainage group items.

3.5 **Utilities Group:**

3.5.1 The Consultant will contact both public and private utilities identified within the project limits. Utility companies will be provided mapping of the project, to draw (identify) their utilities and identify conflicts. Consultant will coordinate and develop Utility Plans that specify utilities to be moved, installed, abandoned and at whose expense such work will be done. It is assumed that one field meeting with each public utility will be required. The following utilities exist within the project corridor:

- Avista Gas and Power
- Kootenai Electric
- Time Warner Cable
- Verizon
- Columbia Fiber
- City of Coeur d'Alene Water

3.5.2 Consultant will coordinate with LHTAC on starting the Utility Agreement process with the applicable utility companies.

3.6 **Preliminary Design Sheet Count:** The following sheets will be prepared and submitted as part of the preliminary design submittal to LHTAC for review. The preliminary drawings will be prepared on 11" x 17" sheets using English units in ITD format.

- 3.6.1 1-Title Sheet
- 3.6.2 2-Typical Section
- 3.6.3 7-Plan & Profile Sheets
- 3.6.4 2-Detail Sheets
- 3.6.5 7-Signing & Pavement Markings
- 3.6.6 3-Traffic Control Plans
- 3.6.7 7-Erosion & Sediment Control Plans
- 3.6.8 8-Traffic Signal Plans (Hanley & Govt Way)
- 3.6.9 7-Utility Plans
- 3.6.10 Preliminary cross section sheets

3.7 **Design Study Report:** A Design Study Report will be submitted as part of this project. The report will summarize any significant design considerations and changes in design from the Concept stage to final design submittal. Included in the report appendix will be all testimony received from the Public Meeting and any changes to the design resulting from the testimony. Specifically, the following will be included in the report:

- 3.7.1 Narrative Description of the project
- 3.7.2 Vicinity Sketch
- 3.7.3 Summarize any changes in project since Concept Report approval
- 3.7.4 Summary of public meeting testimony, proposed resolutions of identified concerns, and any changes made in design that were based on the hearing.

- 3.7.5 Design Study Report Checklist
- 3.7.6 Significant items that effect the project

- 3.8 **Quality Control & Revisions:** The compiled Preliminary Design submittal will be reviewed internally. This review will be performed by Consultant senior staff, as determined appropriate by the Consultant. Necessary modifications to the Preliminary Design package will be made based on the Consultant's in house review of the Preliminary Design package.

- 3.9 **Cost Estimate:** A revised ITD-1150, Project Cost Summary Sheet (Preliminary) will be prepared.

- 3.10 **Preliminary Design Submittal:** Four copies of the Preliminary Design package will be prepared and delivered to the City of Coeur d'Alene and LHTAC for review. It is assumed that City of Coeur d'Alene and LHTAC review times will take *three weeks*.

- 3.11 **Preliminary Design Review:** The Consultant will attend the Preliminary Design Review to gather LHTAC's design review comments.

Task 4 – Final Design

- 4.1 **Contract Documents:**
 - 4.1.1 Special Provisions in ITD format that supplement or modify the Idaho Transportation Department Standard Specifications for Highway Construction and the latest Supplemental Specifications will be provided.
 - 4.1.2 Non-standard construction bid items will be created and described as Special Provisions.

- 4.2 **Preliminary Design Revisions:** The Consultant will compile all comments into one plan set and provide a list of conflicting comments to LHTAC. LHTAC will resolve all discrepancies and issue clear direction to the City and Consultant. The City will be invited to attend the review at their discretion.

- 4.3 **Roadway Group:** The following will be modified per the Preliminary Design review and finalized during Final Design:
 - 4.3.1 Typical sections showing lane width, curb configuration, cross slope, sections thicknesses and station extents.
 - 4.3.2 Horizontal and vertical alignments.
 - 4.3.3 Cut and fill limits with associated earthwork quantities. Right-of-Way impacts will be verified.
 - 4.3.4 Horizontal survey control and vertical survey benchmarks will be provided.
 - 4.3.5 Driveway access will be finalized per City of Coeur d'Alene communications with property owners.
 - 4.3.6 Finalized mail delivery scenario will be submitted to the USPS for comment and updated in the final design.

- 4.4 **Drainage Group:** The following will be modified per the Preliminary Design review and finalized during Final Design:

- 4.4.1 Stormwater conveyance and treatment designs.
- 4.4.2 Erosion & Sediment controls.
- 4.5 **Traffic Group:** The following will be modified per the Preliminary Design review and finalized during Final Design:
 - 4.5.1 Plans for pavement markings, and permanent signing in accordance with ITD and MUTCD requirements.
 - 4.5.2 Construction phasing plans and signing will be finalized.
 - 4.5.3 Roadway Illumination coordination with Avista Utilities.
 - 4.5.4 Traffic signal, wiring diagrams, conduits, foundations, junction boxes.
- 4.6 **Structure Group:** Detail will be provided for location, type, and construction structures associated with the design.
- 4.7 **Utilities Group:** The project Utility Plans will be revised to clearly show each utility to be relocated, installed, abandoned, or adjusted. It is assumed ITD will coordinate directly with each utility company on the Utility Agreements.
- 4.8 **Final Design Sheet Count:** The following sheets will be prepared and submitted as part of the Final Design submittal to LHTAC. The final drawings will be prepared on 11" x 17" sheets using English units in ITD format.
 - 4.8.1 1-Title Sheet
 - 4.8.2 2-Standard Drawing Index
 - 4.8.3 1-Project Clearance Summary
 - 4.8.4 3-Typical Section
 - 4.8.5 3-Roadway Summary
 - 4.8.6 7-Plan Sheets
 - 4.8.7 3-Detail Sheets
 - 4.8.8 7-Signing & Pavement Markings
 - 4.8.9 7- Sediment & Erosion Control
 - 4.8.10 8-Traffic Signal Plans
 - 4.8.11 1-Construction Traffic Control Sign Summary
 - 4.8.12 3-Traffic Control Plans
 - 4.8.13 1-Sign Fabrication Detail
 - 4.8.14 7-Utility Plans
- 4.9 **Construction Schedule:** The Consultant will prepare a project construction schedule with the Final Design submittal. The schedule will be completed using Microsoft Project.
- 4.10 **Cost Estimate:** A detailed cost estimate will be prepared using Estimator.
- 4.11 **Quality Control & Revisions:** The compiled Final Design will be reviewed in-house. This review will be performed with senior Consultant staff, as determined appropriate by the

Consultant. Any necessary modifications to the Final Design package will be made based on the Consultant's in-house review of the design package.

- 4.12 **Final Design Submittal:** Five copies of the Final Design package will be prepared and delivered to LHTAC and the City for review and comment. Included within the submittal will be the Final Design Checklist and Plan Sheet Checklist. It is anticipated that review times will take *three* weeks for LHTAC and three weeks for ITD.
- 4.13 **Final Design Review:** The Consultant will attend the Final Design Review. The Consultant will receive comments received during the review. The City will be invited to attend the Final Design Review meeting at their discretion.
- 4.14 **Final Design Revisions:** Modifications based on comments received during the Final Design Review will be addressed. The Consultant will compile all comments into one plan set and provide a list of conflicting comments to LHTAC. LHTAC will resolve all discrepancies and issue clear direction to the City and Consultant. The City will be invited to attend the review at their discretion.
- 4.15 **Utilities Group:** Consultant will continue coordination with impacted utility companies. Will finalize Utility Plans depicting what changes are required as part of the project and the parties funding the changes. The Consultant will conduct one additional meeting with applicable utility companies for such coordination.

Task 5 – PS&E Submittal

- 5.1 **Contract Documents:** Special Provisions will be updated and revised per the Final Design Review comments. A schedule for construction time and any special provisions will be provided.
- 5.2 **Cost Estimate:** The detailed cost estimate will be revised and resubmitted using Estimator. Prior to submittal the Consultant will present the cost estimate to the District 1 Resident Engineer for signature.
- 5.3 **Quality Control:** The compiled PS&E submittal will be reviewed in-house. This review will be performed with Consultant senior staff, as determined appropriate by the Consultant.
- 5.4 **Revisions:** Any necessary modifications to the PS&E package will be made based on the Consultant in-house review of the PS&E package.
- 5.5 **PS&E Submittal:** The PS&E package will be prepared and delivered to LHTAC for approval. The following items will be submitted:
 - 5.5.1 Construction Drawings
 - 5.5.2 Special Provision
 - 5.5.3 PS&E Information Sheet
 - 5.5.4 Estimator Cost Estimate
 - 5.5.5 Construction SchedulePS&E Checklist, PES Spreadsheet, Plan Sheet Checklist

- 5.6 **PS&E Review and Resubmittal:** The Consultant will spend up to 8 hours to update the PS&E package per any minor design modifications required after the original PS&E submittal.

Task 6 – Survey

Assumptions:

- Right of entry agreements for private properties to facilitate topographic and right of way surveys will be prepared and sent to applicable property owners by the City of Coeur d'Alene.
- The anticipated length of topographic survey (used to estimate level of effort) is approximately 2640 linear feet long between Dalton Avenue and Hanley Avenue and will consist of a 150' wide topo corridor. Topographic information will be obtained 100' from the centerline intersection at each street intersection.
- Monuments to define the existing right-of-way will be located within the project limits.
- The Consultant will determine existing right-of-way during the course of research, field survey and mapping. However, additional surveying services may be required to remedy discrepancies, if any exist.
- Private property lines within the project vicinity will be determined from available recorded documents and field surveys.

- 6.1 **Survey Control:** Set primary and intermediate horizontal and vertical control as needed to facilitate topographic and existing right-of-way survey. Control will consist of 5/8" rebar with red plastic cap marked "Control".
- 6.2 **Existing Monument Search:** Locate monumentation of record or monumentation visible within the construction limits and depict monumentation on the design drawings.
- 6.3 **Topographic Survey:** Perform topographic survey within along the centerline of Government Way, between Dalton Avenue and Hanley Avenue, which is approximately 2640 linear feet long. The topographic corridor will be 150' in width and will include the face of each building. Topographic information will be obtained 100' in each direction at each street intersection. The survey will locate visible features including roadway pavement (edges and crown), striping, curbs, sidewalks, retaining walls, significant grade breaks, drainage structures, sewer structures, water distribution structures, utility poles, trees, significant vegetation, railings, fences, signs, building fronts, stairways, and other elements pertinent to the design of the project improvements.
- 6.4 **Supplemental Survey:** Complete sixteen (16) hours of supplemental topographic survey and associated office support work during the course of the project design. The purpose of the supplemental topographic survey is to collect data in locations not anticipated at the time of the initial survey.
- 6.5 **Data Reduction:** Process data collected in the field for creation of a digital terrain model.
- 6.6 **Base Mapping:** Prepare electronic base maps in AutoCAD in English units using field survey data above and existing record drawings provided by the City and utility companies. To the extent practical, the base maps will show planimetric features including known underground and overhead utilities. Utility information will be based upon field locates provided by the city and information provided by utility companies.

- 6.7 **Coordination & Management:** Coordination and management involves the administrative task of a general nature. Once all deliverables are completed, a survey project closeout will be performed. A professional land surveyor (PLS) will review all documents for quality control prior to submittal.
- 6.8 **Research & Field Investigation:** Research plats and records of survey for existing property monumentation.
- 6.9 **Existing R/W:** Based on found monuments and available historical documents establish existing R/W. Existing R/W and all found monuments will be shown on the plans.
- 6.10 **Utility Location:** Consultant will contact City of Coeur d'Alene to locate any pertinent utilities within the construction limits. Consultant will also request utility locates, maps and electronic files from local One-call service or the utility agency. Any fees associated with utility locates will be paid by the City.

Task 7 – Materials

Welch Comer will conduct the Geotechnical reports. All reports will be submitted via upload to ITD ftb website. ALLWEST Testing and Engineering will be used as a subconsultant to provide the necessary field work and materials testing required for the reports. See ALLWEST's attached Scope of Work and Man-hour Estimate (enclosed) for the tasks ALLWEST will perform. See below for those tasks that the Consultant will perform.

7.1 Phase I Report:

- 7.1.1 Research and review existing geologic information for the proposed project. Information, about the project site, will be collected from ITD District 1, ITD Headquarters, USGS, Idaho Geological Survey and IDWR.
- 7.1.2 The Consultant will complete a field reconnaissance of the proposed project site to evaluate the geologic information. The field reconnaissance will review the topography, visible surface water and drainage areas and bedrock outcrops.
- 7.1.3 The field data will be reviewed and analyzed. Our analysis will focus on anticipated subgrade soil conditions, pavement ballast section design, geologic constraints, embankment conditions and drainage. A Phase I Materials Report will be prepared in accordance with the requirements outlined in the ITD Materials Manual.
- 7.1.4 The Consultant will address the review comments and submit the final report.

7.2 Combined Phase II/III Report:

- 7.2.1 Data will be collected and reviewed, including subsequent project information developed subsequent to the Phase I report activities.
- 7.2.2 The Consultant will work closely with the subconsultant (ALLWEST) to select the test pit locations and the pavement coring locations. A field review will be conducted to review the locations.

- 7.2.3 An analysis of the subsurface information and laboratory test results, supplied by ALLWEST, will be performed. Traffic counts will be obtained. A typical pavement section will be designed and roadway construction recommendations will be included.
 - 7.2.4 A combined Phase II/III Materials Report will be prepared in accordance with the requirements outlined in the ITD Materials Manual. The draft report will be submitted to LHTAC for review.
 - 7.2.5 The Consultant will address the review comments and submit the final report.
- 7.3 **Phase V Report:** The Phase V report will modify the existing specification and provide special provisions, where applicable. The draft report will be submitted to LHTAC for review. The Consultant will address the review comments and submit the final report.

Task 8 – Environmental/Cultural Resources

Environmental Inc. will be used as a sub-consultant for environmental work and Western Historical Services will be used for cultural and historical work related to the project. See attached Scope of Work and Man-hour Estimate (enclosed) for each. See below for those tasks that the Consultant will perform.

- 8.1 **Environmental/Cultural Coordination:** The Consultant will assist the sub-consultants in such tasks as project reconnaissance, provide a vicinity map, provide a base map for internal use, review report, and submit the reports to LHTAC.

Task 9 – Right of Way

- 9.1 **Right of Way Needs:** No Right of Way mapping or acquisition is included in this scope of work. However, as part of the design phases, Right of Way needs will be identified and submitted to LHTAC and the City.

LHTAC MANHOUR ESTIMATE SUMMARY

CONSULTANT NAME: Welch Comer & Associates, Inc.
PROJECT NAME: Government Way, Dalton to Hanley
PROJECT NUMBER: A011(526)
KEY NUMBER: 11526

A. SUMMARY ESTIMATED MAN-HOUR COSTS

	Man-Days	=	Man-Hrs	@	Current Hrly Rate	=	Raw Labor Cost
10 Principal II	0.5	=	4.00	@	\$60.00	=	\$ 240.00
11 Principal I	5.25	=	42.00	@	\$60.00	=	\$ 2,520.00
15 Project Manager	67.875	=	543.00	@	\$42.00	=	\$ 22,806.00
23 Engineer IV	11.875	=	95.00	@	\$31.25	=	\$ 2,968.75
35 Engineer II	108	=	864.00	@	\$23.50	=	\$ 20,304.00
44 Sr. Engr Tech II	2.125	=	17.00	@	\$25.00	=	\$ 425.00
55 P.L.S. II	6.5	=	52.00	@	\$41.59	=	\$ 2,162.68
65 Crew Chief	0.5	=	4.00	@	\$23.00	=	\$ 92.00
65 Crew Chief I	13.25	=	106.00	@	\$20.00	=	\$ 2,120.00
66 Crew Member	10.75	=	86.00	@	\$15.75	=	\$ 1,354.50
75 Survey Tech	8	=	64.00	@	\$23.00	=	\$ 1,472.00
79 CAD Tech III	80.75	=	646.00	@	\$26.00	=	\$ 16,796.00
90 Project Admin	11.125	=	89.00	@	\$20.50	=	\$ 1,824.50
95 Admin Assistant	0.875	=	7.00	@	\$14.50	=	\$ 101.50
95 Admin Assistant	1.375	=	11.00	@	\$11.50	=	\$ 126.50
95 Admin Assistant	2.25	=	18.00	@	\$15.85	=	\$ 285.30
TOTAL RAW LABOR COSTS:							\$ 75,598.73

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Total Raw Labor Cost		Approved Rate	
\$ 75,598.73	X	158.70%	= \$ 119,975.18

C. NET FEE

Total Raw Labor & Overhead Cost		NET FEE	
\$ 195,573.91	X	12%	= \$ 23,468.87

D. OUT-OF-POCKET EXPENSE SUMMARY

	Estimated Amount	Unit Cost	=	Estimated Expense
1 Travel Expense - Mileage	150	\$ 0.585	=	\$ 87.75
2 GPS	100	\$ 25	=	\$ 2,500.00
TOTAL ESTIMATED EXPENSE:				\$ 2,587.75

E. SUBCONSULTANTS

	Est. Expense
1 Environmental Inc.	= \$ 5,130.00
2 Western Historical Services	= \$ 9,317.50
3 AllWest Testing	= \$ 3,949.72
TOTAL ESTIMATED EXPENSE:	
	\$ 18,397.22

TOTAL	=	\$ 240,030.00
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EXHIBIT "9"

Request for Destruction of Temporary Records

Date of request: 1/15/08

Police Department

Type of Record: Temporary

Dates of Records: July 2006 through December 2006

Description of Records: Impounds

Type of Record: Temp.

Dates of Records: January 1, 2006 to December 31, 2006

Description of Record: Daily Vehicle Inspection Slips and Daily Vehicle Status Reports (hard copy and electronic).

Legal Department

Type of Record: Temporary

Dates of Records: Prior to January, 2006

Description of Records: Request for Records

**CITY COUNCIL
STAFF REPORT**

DATE: January 20, 2009
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Riverstone West 2nd Addition: Acceptance of Public Improvements, Maintenance/Warranty Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. City Council acceptance of the installed public improvements.
2. City Council approval of the maintenance/warranty agreement and security.

HISTORY

- a. Applicant: Bryan Stone
Riverstone West, LLC
111 N. Post Street
Spokane, WA 99201
- b. Location: John Loop Road, south of Riverstone Drive.
- c. Previous Action:
 1. Final plat approval by the City Council, August 2008.

FINANCIAL ANALYSIS

The developer has provided security in the amount of \$7,140.00 to serve as the maintenance bond for the installed public infrastructure improvements during the one (1) year warranty period.

PERFORMANCE ANALYSIS

The developer has installed all of the required public improvements (sewer, water, signage, street improvements and monumentation), and the appropriate City departments have approved the installations and have found them ready to accept them for maintenance. Acceptance of the installed improvements will allow the issuance of Certificate's of Occupancy on all completed structures and allow for issuance of all building permits for the development. The City maintenance will be required to start after the one (1) year warranty period expires on January 20, 2010.

RECOMMENDATION

1. Accept the installed public improvements.
2. Approve the Maintenance/Warranty agreement and accompanying security.

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this ____ day of January, 2009 between Riverstone West, LLC, a Washington Limited Liability Company, whose address is 111 N. Post Street, Suite 200, Spokane, WA 99201, with Bryan Stone, Member, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has previously approved the final subdivision plat of Riverstone West 2nd Addition, a commercial development in Coeur d'Alene consisting of three (3) buildable lots, situated in a portion of Section 10, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho; and

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

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the "as-built" plans entitled Improvement Plans – John Loop Road Extension, "Record Drawings", signed and stamped by Eric Hasenoehrl, PE # 6064, of Keltic Engineering, Inc., and, dated January 8, 2009, including but not limited to: sanitary sewer system and appurtenances, water system and appurtenances, fire hydrants and services, storm water swales and appurtenances, asphalt paving, concrete curb and gutter, concrete sidewalk, pedestrian ramps, monumentation and signage, as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Seven Thousand One Hundred Forty and 00/100 Dollars (\$7,140.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 20th day of January, 2010. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

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

City of Coeur d'Alene

Riverstone West, LLC

Sandi Bloem, Mayor

By:  _____
Bryan Stone, Member

ATTEST

Susan Weathers, City Clerk

Gary Van Assen
Senior Vice President & Regional Manager

January 9, 2009

City of Coeur d'Alene
City Engineering Department
C/o Gordon Dobler
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

Re: Riverstone West, LLC – “Set-aside”
(Riverstone West 2nd Addition)

We hereby authorize the City Engineering Department of the City of Coeur d'Alene, Idaho (Beneficiary) to draw on Washington Trust Bank for the account of Riverstone West, LLC, a Washington Limited Liability Company, whose address is 111 North Post Street, Suite 200, Spokane, Washington 99201. Said draw shall not exceed United States funds in the amount of Seven Thousand One Hundred Forty and No/100 Dollars (U.S. \$7,140.00). This sum has been set-aside in Account #230857-11682 and made available upon receipt of your letter on the City of Coeur d'Alene's letterhead and accompanied by the following documents:

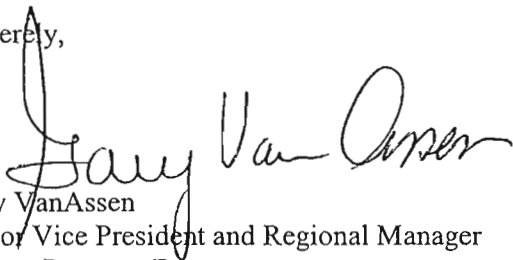
- 1) Beneficiary's signed statement certifying that Riverstone West, LLC has failed to comply with the terms and conditions of the Agreement for Maintenance/Warranty of Subdivision Work dated January 20, 2009 between Riverstone West, LLC and the City of Coeur d'Alene, and that the drawn amount represents monies due to the City of Coeur d'Alene.
- 2) Partial draws are permitted.
- 3) Please be advised that this Set-aside expires concurrent with the expiration date noted in the above Agreement, specifically January 20, 2010.

Requests for draws under this set-aside should be in writing outlining the specific terms and conditions that Riverstone West, LLC has failed to comply with and the dollar amount to be drawn. Request should be addressed to:

Gary Van Assen
Senior Vice President and Regional Manager
Washington Trust Bank
Income Property Department
P.O. Box 2127
Spokane, WA 99210-2127

This set aside will be released only upon written authorization from the City of Coeur d'Alene. In the event of default by Riverstone West, LLC, the Bank will send written notification via certified and regular mail to the City of Coeur d'Alene, care of the City Clerk, at the above address at least thirty (30) days prior to the effective date of the cancellation of the line of credit.

Sincerely,



Gary VanAssen
Senior Vice President and Regional Manager
Income Property Department

cc: Riverstone West, LLC

Accepted by:

The City of Coeur d'Alene

By: _____

Name and Title

Date

**PARKS & RECREATION COMMISSION
STAFF REPORT**

Date: December 15, 2008

From: Park Staff

SUBJECT: Authorization to replace City Park Maintenance Shop

DECISION POINT:

Recommend removal and replacement of the old storage building at City Park.

HISTORY:

This storage building was constructed approximately 50 years ago. It has been used extensively as an equipment building to serve our parks along the waterfront area.

FINANCIAL ANALYSIS:

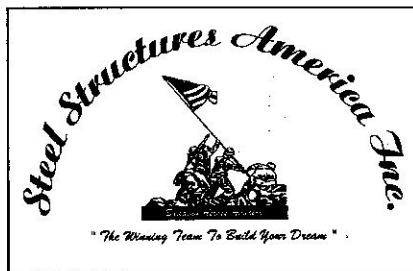
Funds were allocated in the 08'-09' budget to replace this shop. We solicited proposals from three local building companies and received two responsive quotes back. The low proposal is from Steel Structures for \$37,500 which includes all demolition and construction costs.

PERFORMANCE ANALYSIS:

The shop replacement at this location will allow us to continue effective and efficient maintenance of the waterfront area. Additionally, this will provide a new location for the Police Department's volunteer turf vehicle to be stored for their summer patrols.

DECISION POINT / RECOMMENDATION:

Recommend to the City Council to authorize staff to replace the Maintenance Shop at City Park.



PO BOX 895 POST FALLS, IDAHO 83877-0895

VOICE 800-833-9997 FAX 208-457-8470

12-03-08

Proposal Submitted to:

City of Coeur d'Alene (city park project)

Contact: Howard (208)-755-9723

Building specifications as follows:

30x60x12 5:12 roof pitch 40# roof snow load

OTP Laminated Columns (Posts) with 60 year Warrantee-Only Contractor in Entire NW!

(Note: All of our competitors use sawn posts with ZERO Warrantee)

(2) 16x10 insulated sectional roll-up doors

(1) 12x10 insulated sectional roll-up door

(2) 16' Glu-Lams (for 16x10 roll up installed on eve-side of structure)

(1) 3x6'8" insulated steel man door

2x4 stud frame room (room size 10x12 sheeted with OSB)

2' soffit/overhangs around the entire perimeter of structure

Electrical package (To meet specifications given to SSA)

29 ga. Metal rolled-rib roofing and siding-color of choice using RSP color chart

4" concrete floor reinforced with fiber-mesh, saw-cut, power trowel finish inside-broom finish out-side

Floor includes 3" of gravel base

2x6 Girts (wall supports) 24" on-center

2x6 Purlins (roof supports) 24" on-center on 10' bays and 2x8 purlins on 12' bays

Trusses notched into post for additional roof strength (not bolted to the outside)

Gable ends of building to be single ply truss for future expansion if desired (not post and rafter)

2x10 pressure treated skirt board around base of building

Post concrete

Demolition of existing building and asphalt

Delivery

Total Investment

\$37,500.00

Owner Responsibilities

Tree Removal

Excavation (site should be fairly level after asphalt is removed)

Jackhammer/Dynamiting

Power

Wind/Fire/Theft Insurance

Weatherization for concrete (if needed)

Cost of Building permit

Please feel free to call me with any questions or to schedule an appointment!

Rick Peak at (208) 964-3461

CONTRACT

THIS CONTRACT, made and entered into this 20th day of January, 2009, 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 **STEEL STRUCTURES AMERICA, 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 PO Box 895, Post Falls, ID 83877-0895, hereinafter referred to as "**CONTRACTOR**",

W I T N E S S E T H:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the **Replacement of the Parks Maintenance Shop Storage Shed** according to scope of work on file in the office of the City Clerk of said **CITY**, which plans and specifications are incorporated herein by reference.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the City of Coeur d'Alene, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said plans and specifications described above, in said **CITY**, furnishing all labor and materials therefore according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications 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 in the amount of One Million Dollars (\$1,000,000) 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, it being the intention that the minimum limits shall be those provided for under Idaho Code 6-924. 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.

The **CONTRACTOR** agrees to maintain Workman'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 coverage's 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 **Thirty Seven Thousand Five Hundred Dollars and no/100 Dollars** (\$37,500.00).

Partial payment shall be made on the fourth Tuesday 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 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). Payment shall be made by the City Finance Director.

The number of calendar days allowed for completion of the Contract work shall be 30 calendar days. The Contract time shall commence within 10 days of the Notice to Proceed issued by the **CITY** herein.

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 above time limit, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of Five Hundred and No/100 Dollars (\$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 under this contract fifty (50) or less 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** further agrees: In consideration of securing the business of constructing the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. 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.

2. 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, 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.
3. 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 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.

IT IS FURTHER AGREED that for additions or deductions to the plans and specifications, 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 plans and specifications 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 term "CONTRACT DOCUMENTS" means and includes the following:

- A) Advertisement For Bids
- B) Information For Bidders
- C) Bid Proposal
- D) Bid Bond, if applicable
- 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. _____, dated _____, _____

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**, and the **CONTRACTOR** has caused the same to be signed by its President, the day and year first above written.

CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

CONTRACTOR:
STEELE STRUCTURES AMERICA, INC.

Sandi Bloem, Mayor

By: _____

Its: _____

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 20th day of January, 2009, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

~~~~~

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of January, 2009, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, of **Steele Structures America, Inc**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** January 12, 2009  
**FROM:** David E. Shults, Capital Program Manager *DES*  
**SUBJECT:** Agreement with FKC Co. Ltd for WWTP Secondary Sludge Thickener

---

**DECISION POINT:**

Council approval is requested for the proposed prepurchase agreement with FKC Co. Ltd. to provide a secondary sludge thickener, for a cost of \$58,741.00.

**HISTORY:**

Design is underway for Phase 5A ammonia control improvements, with the intent to construct necessary improvements as soon as possible. The City's wastewater engineering consultant, HDR provided specifications for addition of a rotary screen thickener to improve the performance of the secondary treatment processes within the plant, as well as to allow improved performance of the biosolids dewatering processes and the composting facilities. These improvements will contribute to improved ammonia control, which is necessary to allow the plant to meet permit requirements. The City's advertisement for bids for prepurchase of the thickener resulted in one bid. HDR and City staff reviewed the bid from FKC to be responsive and responsible and less than the engineer's estimated cost. Award of the purchase to FKC is recommended and will allow the equipment to be manufactured and delivered in the spring of 2009, at which time the project schedule plans installation and startup.

**FINANCIAL ANALYSIS:**

|                                                                         |             |
|-------------------------------------------------------------------------|-------------|
| Planning level total cost estimate for Phase 5A                         | \$3,000,000 |
| Proposed prepurchase of rotary screen thickener included in total above | 58,741      |

Funding: The current city financial plan anticipates \$4.5 million expenditure for Phase 5A design and construction.

**DISCUSSION:**

Until completion of the future Phase 5C liquid stream advanced treatment improvements, the treatment plant requires earlier measures to control ammonia to acceptable levels. Several different measures are planned for Phase 5A, all of which are needed as soon as possible. HDR recommends addition of a rotary screen thickener as a key component. Prepurchase of the equipment at this time is prudent to allow earliest delivery. Installation requirements are currently being designed as part of the overall Phase 5A project.

**DECISION POINT/RECOMMENDATION:**

Council approval is requested for the proposed prepurchase agreement with FKC Co. Ltd. to provide a secondary sludge thickener, for a cost of \$58,741.00.

Attachment

des1271

**SECTION 00500**  
**AGREEMENT**

**THIS AGREEMENT**, made and entered into this 20th day of January, 2009, 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**" or "**BUYER**", and **FKC CO. LTD.**, a corporation duly organized and existing under and by virtue of the laws of the state of Washington, with its principal place of business at 2708 W. 18th St., Port Angeles, WA 98363, hereinafter referred to as "**SELLER**",

**WITNESSETH:**

**THAT, WHEREAS**, the said **SELLER** has been awarded the contract for: Rotary Screen Thickening System Equipment Prepurchase (Phase 5A), according to Contract Documents on file in the office of the City Clerk of said city, which documents are entitled: "Rotary Screen Thickening System Equipment Prepurchase (Phase 5A)" and are incorporated herein by reference.

**IT IS AGREED** that for and in consideration of the covenants and agreements to be made and performed by the **CITY OF COEUR D'ALENE**, as hereinafter set forth, the **SELLER** shall make improvements in said City, furnishing all labor and materials therefore according to said Contract Documents and under the penalties expressed in the performance bond and payment bond bearing even date herewith, and which bond with said Contract Documents are hereby declared and accepted as parts of this Agreement. All material shall be of the high standard required by the said Contract Documents and approved by the Engineer, and all labor performed shall be of first-class workmanship.

The **SELLER** shall employ appropriate means to prevent accidents and shall save the **BUYER** harmless from all claims for injury to person or property resulting from the **SELLER'S** actions or omissions in performance of this agreement. The **SELLER** shall purchase and maintain insurance of the type and the amount specified in the Contract Documents. Certificates of insurance providing at least thirty (30) days written notice to the **BUYER** prior to cancellation of the policies shall be filed in the office of the City Clerk.

The **SELLER** agrees to maintain Workers' 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 **SELLER** fail to maintain such insurance during the entire term hereof, the **SELLER** shall indemnify the **BUYER** against any loss resulting to the **BUYER** from such failure, either by way of compensation or additional premium liability. The **SELLER** shall furnish to the **BUYER**, prior to commencement of the work, such evidence as the **BUYER** may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the **BUYER**, a surety bond in an amount sufficient to make such payments.

The **SELLER** shall furnish the **BUYER** certificates of the insurance coverage's required herein, which certificates must be approved by the City Attorney.

The **BUYER** shall pay to the **SELLER** for the work, services and materials herein provided to be done and furnished by it, the sum of \$58,741.00, as hereinafter provided. Partial payment shall be made on the third Tuesday 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 thirty (30) days after completion of all work and acceptance by the City Council.

The **SELLER** shall complete all Work within One-hundred twelve (112) calendar days of the commencement date given in the Notice to Proceed issued by the **BUYER**.

The **BUYER** and the **SELLER** recognize that time is of the essence and failure of the **SELLER** to complete the work within the time allowed may result in damages being sustained by the **BUYER**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **SELLER** shall fail to complete the work within the above time limit, the **SELLER** shall pay to the **BUYER** or have withheld from moneys due, **liquidated damages** at the rate of **\$500.00** per calendar day with an upper limit of 50 percent of the original contract value, which sums shall not be construed as a penalty.

Notwithstanding anything to the contrary herein or elsewhere in the contract documents, the liquidated damages set forth in this Agreement shall constitute the **BUYER's** sole and exclusive remedy for delay by **SELLER** in achieving completion of the work within the time specified in the Agreement.

**SELLER** shall submit applications for payment in accordance with the General Conditions.

**BUYER** shall make progress payments on account of the Contract Price on the basis of **SELLER's** applications for Payment as recommended by **ENGINEER**, as provided below and in the General Conditions:

| <u>Event</u>                                                        | <u>Percentage of Payment at each Event</u> |
|---------------------------------------------------------------------|--------------------------------------------|
| • Approval of Shop Drawings                                         | 10                                         |
| • Approval of Preliminary Operations and Maintenance Manual         | 10                                         |
| • Delivery of Goods                                                 | 50                                         |
| • Approval of Final Operations and Maintenance Manual               | 10                                         |
| • Satisfactory Completion of Field Services and Performance Testing | 20                                         |

The **SELLER** further agrees: In consideration of securing the business of manufacturing the work to be supplied under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. 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.
2. 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, 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.
3. 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 thereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **SELLER** is liable.

The **BUYER** will provide to the **SELLER** a copy of its Idaho State Tax Commission Sales Tax Resale or Exemption Certificate for the **SELLER's** records.

For the faithful performance of this agreement in accordance with the Contract Documents and payment for all labor and materials, the **SELLER** shall execute a good and sufficient performance and payment bonds in the amount of one hundred percent (100%) of the total amount of the price as herein before stated, said credit to be executed by a company authorized to do business in the State of Idaho.

The terms "Project Manual" and "Contract Documents" are defined by the table of contents included herein and further defined in Section 00700 of the Project Manual, entitled "Standard General Conditions for Procurement Contracts".

**THIS AGREEMENT**, 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 **SELLER** 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**

**SELLER:  
FKC CO LTD.**

By: \_\_\_\_\_  
Sandi Bloem, Mayor

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

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

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF IDAHO        )  
                                  ) ss.  
County of Kootenai    )

On this 20<sup>th</sup> day of January, 2009, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

\*\*\*\*\*

STATE OF \_\_\_\_\_)  
                                  ) ss.  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of January, 2006, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, of **FKC CO LTD.**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

## STAFF REPORT

DATE: Nov. 4, 2008

TO: Mayor and City Council

FROM: Susan Weathers, City Clerk

RE: Request for Approval to Operate Horse-drawn Carriage Rides

---

**DISCUSSION POINT:** Would the City Council approve of allowing the Downtown Association to conduct free horse-drawn carriage rides in the downtown area from November 22nd through December 21st?

**HISTORY:** Attached is a letter from Terry Cooper, representing the Downtown Association, requesting approval to allow the Downtown Association, in association with the Spokane Teacher's Credit Union, to provide free horse-drawn carriage rides in the Downtown area. The route would be begin at the Coeur d'Alene Visitor's Center on 1st and Sherman, east on Sherman to 6th Street, north on 6th Street to Lakeside Avenue and then west on Lakeside Avenue back to 1st Street and the Visitor's Center. The rides will be free of charge and requested to be conducted on each Saturday and Sunday from November 22nd to December 21st from 1:00 p.m. - 5:00 p.m. Previously, the City Council has approved requests for use of City streets for the operation of horse-drawn carriages. Generally, the restrictions placed upon the horse drawn carriages were the use of a slow moving vehicle sign and directing that the operator obey all traffic rules and regulations in regards to slow moving vehicles.

The Police Department has reviewed this request and is supportive as long as the carriages abide by all slow moving vehicle regulations.

**FINANCIAL IMPACT:** There is no financial impact for the City.

**QUALITY OF LIFE ANALYSIS:** As mentioned in Mr. Cooper's letter, the association believes that these carriage rides will enhance the experience of the Downtown Winter Holiday Season for locals and visitors alike.

**PERFORMANCE ANALYSIS:** While the request describes the route as a loop, in the past the City Council has prohibited the carriages from stopping on Sherman Avenue in the lane of traffic to drop off clients as this could cause a possible traffic hazard.

**DECISION POINT:** Staff recommends approval including the requirements set out in the Downtown Association's letter of request and including: 1) That the carriage be posted with the appropriate slow-moving vehicle signage; 2) That all rules relating to slow moving vehicles be adhered to; 3) that picking up or dropping off clients will not be allowed in any lanes of traffic; and 4) Carriage rides are not be allowed on August 2nd and August 30th due to Sherman Avenue being closed to traffic.



105 N. 1st Street,  
Suite 100  
Coeur d'Alene, ID  
83814

December 30, 2008

info@cdadowntown.com <sup>email</sup>  
www.cdadowntown.com <sup>web</sup>  
208-667-5986 <sup>phone</sup>  
208-667-9338 <sup>fax</sup>

Coeur d'Alene City Council

The Coeur d'Alene Downtown Association, in association with the Spokane Teacher's Credit Union (STCU), provided carriage rides in the Downtown area for a few weekend days preceding Christmas. These rides were to be available each Saturday and Sunday, beginning Saturday, November 22<sup>nd</sup> and continuing through Sunday, December 21<sup>st</sup> from 1pm to 5 pm.

Then the "Storm" hit on Wednesday December 17<sup>th</sup> and the final weekend of carriage rides were cancelled due to unsafe conditions. In keeping with the spirit of their contract to provide the rides, STCU has requested that they be allowed to do a 'make-up' day. All weather related conditions being considered, they would like to **once more provide the carriage rides on Saturday, February 14<sup>th</sup> (Valentine's Day) from 10 am – 3 pm.**

The agreement to provide these rides was formed on the following requirements:

- ❖ Both the STCU and the Coeur d'Alene Downtown Association maintain General Liability insurance coverage limits of at least \$1,000,000.
- ❖ The TnT Muffler parking lot has been allocated for the loading/unloading of the animals and carriages.
- ❖ Any animal wastes to be cleaned up by the carriage operator.
- ❖ The provider/operator of the animals will have final say as to inclement/unsafe conditions for the animals.
- ❖ The carriage rides will be offered free of charge.
- ❖ The carriage rides will be promoted in all of the Downtown advertising for the general holiday events.
- ❖ The Coeur d'Alene Downtown Association reserves the right to cancel the carriage rides if at any time practices detrimental to the general well being of the Downtown are brought to the notice of, and so voted upon by, the Downtown Board of Directors (or Executive Board).

We believe these carriage rides will enhance the spirit of the Downtown activities.

Terry Cooper  
General Manager  
Coeur d'Alene Downtown Association

*our* vision  
of Downtown  
Coeur d'Alene  
is to remain  
the heart of  
*our* community  
preserving the  
magic of  
the past  
while leading  
the way to  
*our* future.



**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** January 12, 2009  
**FROM:** David E. Shults, Capital Program Manager *DES*  
**SUBJECT:** Procurement of Equipment for WWTP Low Phosphorus Pilot Studies

---

**DECISION POINTS:**

The City Council is requested to approve the specifications for procurement of low-phosphorus treatment plant pilot study equipment and to authorize advertisements for bids.

**HISTORY:**

Wastewater facility planning is currently underway in response to a draft EPA-issued wastewater discharge permit. The new regulations require substantial improvements and additions to the treatment plant to further restrict discharge of nutrients to the Spokane River. The new regulations will require removal of phosphorus to a degree that is not readily achievable by process equipment that has been historically available. Because the very best of available technology is necessary, and because the City's treatment plant operations will become much more complex, the compliance schedule envisioned for the new discharge permit allows time for a process equipment piloting program. The objectives for the two-year program include 1.) selection of one of the three piloted alternatives that demonstrate the best reliability and ease of operation; 2.) optimize design requirements for full scale use at the Cd'A plant; and 3.) initiate operator familiarization and training with the new technology. The City's wastewater engineering consultant, HDR Engineering, researched and recommended candidate process equipment for the piloting as a work element of the current facility planning project. The City Council authorized an agreement and scope of work with HDR Engineering to assist with detailed planning and design of the pilot facilities, procurement of prepurchased equipment, procurement of an installation contractor, startup and operation of the equipment, training of City operators, and analysis and recommendations regarding results. The services also include assistance with the design of a reclaimed water reuse demonstration project and assistance to obtain appropriate permits. The specifications are now ready for the City's prepurchase of the three different types of process equipment. Specifications for installation of the prepurchased equipment and for construction of the building for housing the equipment will be completed soon. Construction is anticipated during the spring and summer of 2009.

**FINANCIAL ANALYSIS:**

|                                                   |                |
|---------------------------------------------------|----------------|
| <u>Cost Estimate for Pilot Project</u>            |                |
| Engineering, Startup and Training                 | \$645,582      |
| Prepurchase of Pilot Equipment                    | 1,200,000      |
| Contractor Installation of Equipment and Building | 1,500,000      |
| Outside Laboratory Services                       | 150,000        |
| Pilot Plant Operations Costs                      | 260,000        |
| Contingency 5%                                    | <u>135,000</u> |
| Total                                             | \$3,890,582    |

Funding      The city financial plan for FY 2007-08 anticipated \$3 million expenditure for pilot studies, and \$200,000 for an effluent reuse pilot project. The current FY 2008-09

financial plan authorizes \$1.8 million for pilot studies. Most of the capital expense will be incurred during the current fiscal year. Sufficient reserves exist in the Wastewater Fund to fund this multi-year project.

**DISCUSSION:**

Several years of water quality studies of the Spokane River, and several years of negotiations between water quality regulators and wastewater dischargers along the river, have led to proposed EPA discharge permits that require much more rigorous control of nutrient discharges throughout the region. City of Coeur d'Alene wastewater facility planning provides early indication that treatment plant upgrades in the next seven years could cost as much as \$79 million. An option for an expanded capital improvement program for reuse of the higher quality effluent could cost another \$13 million. The planned pilot studies are designed to provide the wastewater utility with sufficient information to make informed decisions regarding process selection and optimization of facility sizing and staffing. The pilot studies are believed to be prudent considering that the degree of treatment required is as rigorous as anywhere in the country, and the available treatment technology is still in development and relatively unproven in large scale water reclamation facilities.


**DECISION POINT/RECOMMENDATION:**

The City Council is requested to approve the specifications for procurement of low-phosphorus treatment plant pilot study equipment and to authorize advertisements for bids.

des1270

**CITY COUNCIL  
STAFF REPORT**

**DATE:** January 20, 2009  
**FROM:** Christopher H. Bates, Engineering Project Manager  
**SUBJECT:** Lauf Lane Estates, Final Plat Approval



---

**DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat document, a three (3) lot, residential mobile home development.

**HISTORY**

- a. Applicant: Dwight Dirkmaat  
PO Box 203  
Hayden, ID 83835
- b. Location: Lauf Lane, between Fruitland Lane & US Hwy. 95.

**FINANCIAL ANALYSIS**

There are no financial agreements associated with this final plat approval.

**PERFORMANCE ANALYSIS**

There are no platting issues related to the subject property and the final plat document is ready for recordation. All development related issues were previously addressed, and, there are no public improvements that require acceptance.

**DECISION POINT RECOMMENDATION**

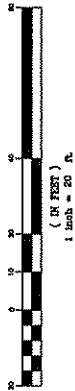
1. Approve the final plat document.

# LAUF LANE ESTATES

## MINOR SUBDIVISION PLAT

A PORTION OF TRACT 77, FRUITLANDS ADDITION, BOOK C OF PLATS, PAGE 12  
IN THE SW 1/4, NE 1/4, SECTION 2, TOWNSHIP 50 NORTH, RANGE 04 WEST,  
BOISE MERIDIAN, CITY OF COEUR D'ALENE, COUNTY OF KOOTENAI, STATE OF IDAHO

NOTES:  
A ELECTRIC EASEMENT EXISTS PER INST. #739917.  
NO DEDICATIONS OR SPECIAL SETBACKS ORIGINAL FRUITLANDS ADDITION PLAT IS BOOK B, PAGE 108.  
AMENDED FRUITLANDS ADDITION IS BOOK C, PAGE 12.



FOUND 2 1/2" AL CAP INSCRIBED TRIANGULAR POINT IRVING PLAT OF TRACT 77 PLS #772 1894" PER R-1

FOUND 2 1/2" AL CAP IN MONUMENT CASING MARKED AS SHOWN, PER CP&F INST. # 12346878

FOUND 1/2" INCH REBAR & YELLOW PLASTIC CAP AT SE CORNER LOT 2, BOSANKO PLAZA, PER R-2 ORIGINALLY SET FROM R-4

FOUND 1/2" INCH IRON PIPE AT SE CORNER TRACT 77 PER R-1

FOUND 1/2" INCH BRASS CAP MARKED AS SHOWN IN MONUMENT CASING PER CP&F INST. # 123458769

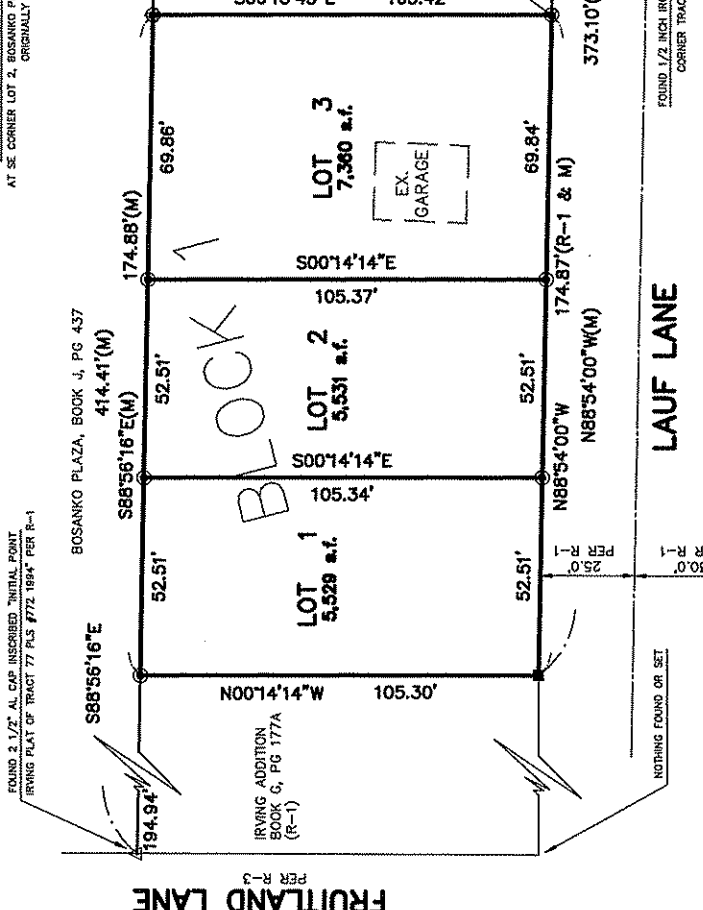
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FOUND 1/2" INCH BRASS CAP MARKED AS SHOWN IN MONUMENT CASING PER CP&F INST. # 123458769

COUNTY RECORDER  
STATE OF IDAHO }  
COUNTY OF KOOTENAI, }  
FILED AT THE REQUEST OF ROELLER & ASSOCIATES  
AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2008, ce  
INSTRUMENT NO. \_\_\_\_\_ AND DULY RECORDED  
AT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ OF PLATS.  
DANIEL J. ENGLISH - RECORDER

By: \_\_\_\_\_  
Deputy  
FEE: \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**  
I, DWIGHT A. ROELLER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO DO HEREBY CERTIFY THAT THIS PLAT OF LAUF LANE ESTATES WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE KOOTENAI COUNTY ORDINANCE AND THE LAWS OF THE STATE OF IDAHO PERTAINING TO PLATS AND SURVEYS.



**BASIS OF BEARINGS**  
THE TRUE MERIDIAN FOR THIS PLAT IS THE MERIDIAN PLAT IS THE MERIDIAN OF THE STATE OF IDAHO AS ESTABLISHED BY A PLAT IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ OF PLATS AND THE MERIDIAN OF THE STATE OF IDAHO AS ESTABLISHED BY A PLAT IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ OF PLATS AND THE MERIDIAN OF THE STATE OF IDAHO AS ESTABLISHED BY A PLAT IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ OF PLATS AND THE MERIDIAN OF THE STATE OF IDAHO AS ESTABLISHED BY A PLAT IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ OF PLATS.

**LEGEND**  
① SET 1/2" IRON X 30 IRON REBAR 1/2" RADIUS BUMP MARKED PLS 8008  
② FOUND 1/2" IRON REBAR 1/2" RADIUS BUMP MARKED PLS 8008  
③ FOUND 1/2" IRON PIPE PER R-1  
④ FOUND 1/2" IRON REBAR PER R-1  
⑤ INDICATES FIELD MEASUREMENT  
⑥ IRVING CONTROLS SECTION CORNER OR SUBSECTIONAL SECTION CORNER AS DESCRIBED

**REFERENCES**  
IRVING ADDITION - BOOK 6 PAGE 177A (R-1)  
BOSANKO PLAZA - BOOK 4 PAGE 437 (R-2)  
LAUF LANE ADDITION - BOOK 6 PAGE 177A (R-3)  
BOISE MERIDIAN - BOOK 1 PAGE 42 (R-4)  
BOOK 10 PAGE 290

**ROELLER AND ASSOCIATES**  
P.O. BOX 1087  
 Hayden, Idaho 83401  
 Phone (208) 768-7778

**LAUF LANE ESTATES**  
MINOR SUBDIVISION  
A PORTION OF TRACT 77, FRUITLAND ADDITION  
BOOK 12, IN THE SW 1/4, NE 1/4,  
SECTION 2, T. 50 N. R. 04 W. B.M.

OWNER: \_\_\_\_\_  
DATE: 5/26/2008  
SHEET 1 OF 2

# ANNOUNCEMENTS

OTHER COMMITTEE MINUTES  
(Requiring Council Action)

January 12, 2009  
**GENERAL SERVICES COMMITTEE  
MINUTES**

**COMMITTEE MEMBERS PRESENT**

Deanna Goodlander, Chairperson  
Ron Edinger  
John Bruning

**CITIZENS PRESENT**

Terry Cooper, Downtown Association

**STAFF PRESENT**

Bill Greenwood, Parks Superintendent  
Warren Wilson, Chief Civil Deputy City Attorney  
Susan Weathers, City Clerk  
Mike Gridley, City Attorney  
Doug Eastwood, Parks Director  
Troy Tymesen, Finance Director

**Item 1. Declaring Surplus Property / The City's Old Phone System.  
(Consent Resolution No. 09-003)**

Susan Weathers, City Clerk, is requesting Council authorization to declare the old Nortel Phone system including all telephones, switches and spare parts as surplus. The system will be posted up for auction on the City's website.

**MOTION: by Ron Edinger, seconded by John Bruning, that Council adopt Resolution No. 09-003 authorizing staff to declare the old Nortel Phone system including all telephones, switches and spare parts as surplus and authorize staff to post the system up for auction on the City's website.**

**Item 2. Request from Downtown Association / Horse Drawn Carriage Rides.  
(Consent Calendar)**

Susan Weathers, City Clerk, reminded the Council Members that at their November 4<sup>th</sup> City Council meeting they authorized the annual Downtown Horse Drawn Carriage rides in the downtown area from November 22<sup>nd</sup> through December 21<sup>st</sup>. Due to a winter storm, the final weekend of carriage rides were cancelled due to unsafe conditions. The Downtown Association in association with the Spokane Teachers Credit Union (STCU) are requesting they be allowed a 'make-up' day to provide carriage rides on Saturday, February 14<sup>th</sup> (Valentines Day) from 10 a.m. to 3 p.m.

**MOTION: by John Bruning, seconded by Ron Edinger, that Council allow the Downtown Association in association with the STCU to do a make-up day to provide carriage rides on Saturday, February 14<sup>th</sup> from 10 a.m. to 3 p.m.**

**Item 3. Acceptance of Proposal / Replacement of Parks Maintenance Shop Storage Shed.  
(Resolution No. 09-003)**

Bill Greenwood, Parks Superintendent, is requesting Council approval to remove and replace the old storage building at City Park. The storage building was constructed approximately 50 years ago. It has been used extensively as an equipment building to serve the city park along the waterfront area. Funds were allocated in the 08/09 budget to replace the shop. Proposals were solicited from three local building companies. Two responsive quotes were received. The low proposal is from Steel Structures of America, Inc. for \$37,500 which includes all demolition and construction costs.

Councilman Goodlander asked if the new building would have an affect on any of the trees. Mr. Greenwood responded that one Ponderosa Pine would need to be removed at an approximate cost of \$2,000.

**MOTION: by John Bruning, seconded by Ron Edinger, that Council adopt Resolution No. 09-003 approving a Contract with Steele Structures American, Inc. for the replacement of the Maintenance Shop at City Park.**

**Item 4. Planning Commission Proposal / Oath of Office and Code of Ethics.  
(Resolution No. 09-004 & Council Bill No. 09-1003)**

Warren Wilson, Deputy City Attorney, reported that several months ago, the Planning Commission asked the Planning and Legal staff to help them prepare a Code of Ethics, Code of Conduct, and Oath of Office that would govern the members of the Commission. The Commission felt there was a need to adopt a code to help clarify for the public and for the commission what is expected of the members of the Commission. The Commissioners voted to approve these codes and oath of office. Mr. Wilson went on to explain that the purpose of the proposed codes and the oath of office are to clearly set out the ethical and other obligations of members of the Planning Commission. It is the hope of the commission that this will help both members of the commission (present and future) and members of the public better understand the role of the commission and the ethical framework surrounding planning commission hearings. Adopting the proposed codes would require a code amendment as follows:

*2.48.020: MEMBERSHIP; TERMS; VACANCIES; COMPENSATION:*

*B. Vacancies occurring otherwise than through the expiration of terms shall be filled by the mayor and confirmed by the city council. Members may be removed for cause by a majority vote of the city council. ~~Any member who does not attend at least a majority of the regularly called meetings of the commission over any consecutive three (3) month period may be replaced by appointment of the mayor and confirmation by the city council.~~*

Mr. Wilson noted that attendance at meetings, like other conduct issues, would now be governed under the code of conduct.

Councilman Bruning stated that this is a good step and he's glad the Commission moved forward with this.

Councilman Edinger asked Mr. Wilson about the going out to look at a certain proposal before a hearing. Mr. Wilson stated that, in keeping with Idaho law, the Supreme Court has ruled 4 -5 times that members setting in a quasi-judicial hearing should not visit a site before the hearing. They don't know what the member is doing at the site, and all evidence gather should be done at the hearing. As part of a noticed meeting as a group so all the members get the same information.

Councilman Goodlander asked for clarification of removing a member 'for cause'. Mr. Wilson stated that 'for cause' is not exactly spelled out in Idaho or City Code. He believes 'for cause' will be made more clear with the adoption of the Oath of Office and Code of Ethics.

**MOTION: by John Bruning, seconded by Ron Edinger, that Council adopt Resolution No. 09-004 adopting the proposed Code of Ethics, Code of Conduct, and Oath of Office and adopt Council Bill No. 09-1003 amending Section 2.48.020 regarding attendance at regular meetings.**

The meeting adjourned at 12:15 p.m.

Respectfully submitted,

*Juanita Van Cleave*  
Recording Secretary



**GENERAL SERVICES  
STAFF REPORT**

DATE: January 12, 2009

FROM: Warren Wilson, Deputy City Attorney

SUBJECT: Planning Commission Code of Ethics, Code of Conduct and Oath of Office.

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**DECISION POINT:**

Provide a recommendation to the full council concerning the adoption of the proposed code of ethics, code of conduct and oath of office for the Planning and Zoning Commission.

**HISTORY:**

Several months ago, the planning commission asked the planning and legal staff to help them prepare a code of ethics/conduct and oath of office that would govern the members of the commission. The planning commission felt there was a need to adopt a code to help clarify for the public and for the commission what is expected of members of the commission. The commissioners voted to approve the attached codes and oath of office. The commission is now asking for the City Council to approve these codes and oath of office.

**FINANCIAL ANALYSIS:**

There is no increased cost to the City from this proposal.

**PERFORMANCE/QUALITY OF LIFE ANALYSIS:**

The purpose of the proposed codes and the oath of office are to clearly set out the ethical and other obligations of members of the Planning Commission. It is the hope of the commission that this will help both members of the commission (present and future) and members of the public better understand the role of the commission and the ethical framework surrounding planning commission hearings. Adopting the proposed codes would require a code amendment as follows:

**2.48.020: MEMBERSHIP; TERMS; VACANCIES; COMPENSATION:**

- B. Vacancies occurring otherwise than through the expiration of terms shall be filled by the mayor and confirmed by the city council. Members may be removed for cause by a majority vote of the city council. ~~Any member who does not attend at least a majority of the regularly called meetings of the commission over any consecutive three (3) month period may be replaced by appointment of the mayor and confirmation by the city council.~~

Attendance at meetings, like other conduct issues, would now be governed under the code of conduct.

**DECISION POINT/RECOMMENDATION:**

Recommend that the City Council approve the proposed code of ethics, code of conduct and oath of office and amend Municipal Code section 2.48.020 regarding attendance at regular meeting.

RESOLUTION NO. 09-004

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING A CODE OF ETHICS, CODE OF CONDUCT AND OATH OF OFFICE FOR MEMBERS OF THE PLANNING AND ZONING COMMISSION

WHEREAS, the Planning and Zoning Commission has prepared and adopted a Code of Ethics, Code of Conduct and Oath of Office, attached hereto as Exhibit "1", to govern the members of the Commission; and

WHEREAS, after reviewing the Code of Ethics, Code of Conduct and Oath of Office, the General Services Committee has recommended that the Mayor and City Council endorse and approve these documents; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that the Code of Ethics, Code of Conduct and Oath of Office be adopted; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the city of Coeur d'Alene that the Code of Ethics, Code of Conduct and Oath of Office attached hereto as Exhibit "A" is hereby adopted.

DATED this 20<sup>th</sup> day of January, 2009

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

ATTEST:

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

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

ROLL CALL:

|                           |             |
|---------------------------|-------------|
| COUNCIL MEMBER KENNEDY    | Voted _____ |
| COUNCIL MEMBER HASSELL    | Voted _____ |
| COUNCIL MEMBER MCEVERS    | Voted _____ |
| COUNCIL MEMBER GOODLANDER | Voted _____ |
| COUNCIL MEMBER BRUNING    | Voted _____ |
| COUNCIL MEMBER EDINGER    | Voted _____ |

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

# CODE OF ETHICS

## COEUR D'ALENE CITY PLANNING COMMISSION

**M**EMBERS SHALL ETHICALLY SERVE THE PUBLIC INTEREST BY MAKING DECISIONS AND TAKING ACTIONS WHICH WILL ENHANCE THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITY OF COEUR D'ALENE AND THE CITIZENS THEREOF BY PROMOTING PUBLIC CONFIDENCE IN THE INTEGRITY, INDEPENDENCE, ABILITY AND IMPARTIALITY OF THE PLANNING COMMISSION.

1. Members shall uphold the prestige of their office and avoid impropriety and the appearance of impropriety.
2. Members shall not convey the impression that they are in a position to influence the outcome of a decision of the Planning Commission and shall not attempt to use their office to influence or sway the professional staff recommendation.
3. Members shall discharge their duties and responsibilities without favor or prejudice toward any person or group. Members shall not allow personal or business relationships to impact upon their conduct or decisions in connection with Planning Commission business.
4. Members shall avoid creating the appearance of impropriety by refraining from engaging in private discussions with the applicant, their representatives or members of the public about upcoming Planning Commission quasi-judicial agenda items. If a Member receives a private written, telephonic or electronic communication about an agenda item, the Member will promptly forward the information to the professional planning staff so that it may be shared with all other Members. Members will also disclose the substance of all ex-parte contacts at the beginning of the hearing. Members shall refrain from any private discussion of Planning Commission business with other Members until after a final decision is rendered by the Planning Commission.
5. Members shall not accept or solicit a gift, loan, payment, favor, service, promise of employment or business contract, meal, transportation or anything else of value, if such thing is given with the understanding or possibility that it will influence the official action of the Member during Planning Commission proceedings. The same standard shall apply to a gift, loan, favor, etc. for the spouse child, relative or business partner of the Member.

6. A Member who announces or files as a candidate for public office shall immediately take a leave of absence from the Planning Commission. The Member will not return to the Planning Commission until the completion of the election or until the Member is no longer a candidate.

7. Members should refrain from participating in any proceeding in which their impartiality may reasonably be questioned. A Member whose personal, employment or business relationship with a person or entity that is subject to a recommendation of the Planning Commission shall seek the advice and counsel of the Planning Commission Attorney, if such relationship could conceivably influence the Member's impartiality during the Planning Commission's discussion of the subject. I.C. 67-6506 will govern conflict of interest determinations.

8. Members will not participate in hearing a matter before the Planning Commission if the Member has a personal bias or prejudice that would prevent them from rendering a fair and impartial decision. If it appears, based on previous comments or conduct of the Member, that there may be a bias or prejudice that would prevent a fair and impartial hearing, the member shall seek the advice and counsel of the Planning Commission Attorney prior to participating in the hearing on the matter.

9. Members with an actual conflict of interest, bias or prejudice must recuse themselves from participation in the hearing and must not participate in any manner in the decision making process. Members may recuse themselves to avoid an appearance of impropriety.

# OATH OF OFFICE

## COEUR D'ALENE CITY PLANNING COMMISSIONER

I, (state your name), a Planning Commission appointee of the City of Coeur d'Alene, do solemnly swear or affirm that I will faithfully perform the duties of my appointed office, and will support and honor to the best of my ability the Constitutions of the United States and the State of Idaho and all applicable laws, ordinances and policies of the State of Idaho and the City of Coeur d'Alene as well as the policies, procedures, code of ethics and code of conduct of the Coeur d'Alene City Planning Commission. I hereby, through this oath, affirm that I will perform the duties of this public trust in a fair, equitable and ethical manner befitting the dignity and responsibilities of the office.

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**Planning Commissioner Signature**

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**Planning Commissioner Printed Name**

Sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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**Name (City Clerk) Seal**

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**Witness**

# CODE OF CONDUCT

## COEUR D'ALENE CITY PLANNING COMMISSION

**R**ECOGNIZING THAT PERSONS HOLDING A POSITION OF PUBLIC TRUST ARE UNDER CONSTANT OBSERVATION, AND RECOGNIZING THAT MAINTAINING THE INTEGRITY AND DIGNITY OF THE PUBLIC OFFICE IS ESSENTIAL FOR MAINTAINING HIGH LEVELS OF PUBLIC CONFIDENCE IN OUR INSTITUTIONS OF GOVERNMENT, EVERY MEMBER OF THE PLANNING COMMISSION PLEDGES TO ADHERE TO THE FOLLOWING:

1. Regularly attend all scheduled meetings of the Planning Commission as well as special or called meetings relevant to the office.
2. Prepare for each meeting.
3. Create a positive environment in meetings of the Planning Commission.
4. Maintain an attitude of courtesy and consideration toward colleagues, citizens and staff during all discussions and deliberations.
5. Allow citizens, colleagues and staff sufficient opportunity to present their views, within the prescribed rules for conduct of meetings of the Planning Commission.
6. Avoid the use of abusive, threatening or intimidating language or gestures directed at colleagues, citizens or staff.
7. Avoid comments, body language or distracting activity that conveys a message of disrespect or lack of interest.
8. Respect all local, state and federal laws, rules and other regulations.
9. Publicly acknowledge the adopted position when asked about a decision of the Planning Commission.

The performance of the Planning Commission and Planning Commissioners in meeting this Code of conduct is affirmed by the following signatures:

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(Name) (Name)

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(Name) (Name)

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(Name) (Name)

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(Name) (Name)

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(Name) (Name)

COUNCIL BILL NO. 09-1003  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTION 2.48.020 TO DELETE A PROVISION CONCERNING ATTENDANCE BY PLANNING COMMISSION MEMBERS AT REGULARLY CALLED PLANNING COMMISSION MEETINGS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

**SECTION 1.** *Coeur d'Alene Municipal Code Section 2.48.020 is amended to read as follows:*

**2.48.020: MEMBERSHIP; TERMS; VACANCIES; COMPENSATION:**

- A. The planning and zoning commission of the city shall consist of eight (8) members. The members shall be appointed by the mayor and confirmed by the city council and members may, in like manner, be removed. All members of the commission shall have continuously resided in the county for two (2) years prior to their appointment. The members of the commission shall be residents of the city during their term of office; provided, three (3) members may be nonresidents living within Kootenai County and employed within the city limits of Coeur d'Alene. One member shall be a high school student, who attends school within the boundary of School District 271, between the ages of fourteen (14) and eighteen (18) years old and shall serve in an advisory capacity only and may not vote. The term of office for each voting member shall be for six (6) years or until his successor is appointed and qualified; provided, however, that the terms of voting members of the planning commission may be shorter to ensure that the terms shall be staggered so that no more than three (3) terms shall expire on May 1, every two (2) years.
- B. Vacancies occurring otherwise than through the expiration of terms shall be filled by the mayor and confirmed by the city council. Members may be removed for cause by a majority vote of the city council. ~~Any member who does not attend at least a majority of the regularly called meetings of the commission over any consecutive three (3) month period may be replaced by appointment of the mayor and confirmation by the city council.~~



C. Members of the commission shall be selected without respect to political affiliations and shall serve without compensation.

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

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

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

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

APPROVED, ADOPTED and SIGNED this 20<sup>th</sup> day of January, 2009.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Amending M.C. Section 2.48.020 Planning Commission Meetings

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTION 2.48.020 TO DELETE A PROVISION CONCERNING ATTENDANCE BY PLANNING COMMISSION MEMBERS AT REGULARLY CALLED PLANNING COMMISSION MEETINGS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

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Susan K. Weathers, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Amending M.C. Section 2.48.020 Planning Commission Meetings, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.


DATED this 20<sup>th</sup> day of January, 2009.

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Warren J. Wilson, Chief Deputy City Attorney

OTHER BUSINESS

**CITY COUNCIL  
STAFF REPORT**

**DATE:** January 20, 2009  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** Braunsen Addition, Final Plat, and, Resolution Approval Securing Infrastructure Installation

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**DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat document, a four (4) lot, residential development.
2. Approval of Resolution #09-005 securing the City funding for infrastructure installation.

**HISTORY**

- a. Applicant: Troy Tymesen / City of Coeur d'Alene  
City Hall  
710 Mullan Avenue  
Coeur d'Alene, ID 83835
  
- b. Location: South of the Neider Avenue extension, between Fruitland Lane & Howard Street.

**FINANCIAL ANALYSIS**

There is a City resolution, #09-005, accompanying this final plat approval that secures the funding for the installation of the required infrastructure. The resolution identifies and segregates the funds (\$757,000.00) so that they are directed to the noted development and can not be diverted to other projects.

**PERFORMANCE ANALYSIS**

The infrastructure plans are in the final design phase with construction anticipated to commence in the Spring '09 season when the weather permits. Upon completion of the design plans, land acquisition will be initiated to secure the balance of the right-of-way necessary for the construction of Howard Street to its full width along the subject property's westerly boundary. Subsequent installation of the necessary infrastructure will enable the applicant to apply for building permits on the subject property.

**RECOMMENDATION**

1. Approve the final plat document.
2. Approve Resolution #09-005 securing the funds necessary to complete the installation of the required infrastructure.



RESOLUTION NO. 09-005

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO DIRECTING THE CITY TREASURER/FINANCE DIRECTOR TO SEGREGATE FUNDS TO SERVE AS SECURITY FOR THE COMPLETION OF SUBDIVISION IMPROVEMENTS FOR THE BRAUNSEN SUBDIVION, WHICH IS BEING COMPLETED BY THE CITY

WHEREAS, the Planning and Zoning Commission previously approved an application for the Braunsen Addition subdivision, which will be an affordable housing project financed in part with Federal funds; and

WHEREAS, The City of Coeur d'Alene is the sponsor of this project; and

WHEREAS, The Coeur d'Alene Municipal Code requires the applicant to post security for the completion of public subdivision improvements prior to the approval of a final subdivision plat; and

WHEREAS, It is deemed to be in the best interest of the City of Coeur d'Alene and the citizens thereof to identify and segregate existing municipal funds as security rather than incur the expense of obtaining a bond or other commercial security instrument for this project; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the city of Coeur d'Alene that the City Treasurer/Finance Director is directed to identify and segregate funds in the amount of Seven Hundred Fifty Seven Thousand Dollars and no/100 (\$757,000.00) for the purpose of securing the completion of the public subdivision improvements, including water, sewer, storm water, street lights, right-of-way acquisition, paving, curb, & sidewalk installation for the extensions of Neider Ave. and Howard St. as required for the Braunsen Addition subdivision.

BE IT FURTHER RESOLVED, that the segregated funds be held and not expended for any other purpose until after the final acceptance of the public subdivision improvements by the City for the Braunsen Addition subdivision.

DATED this 20<sup>th</sup> day of January, 2009

---

Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk

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

ROLL CALL:

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

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

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

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

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

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

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



# PUBLIC HEARINGS

**CITY COUNCIL  
STAFF REPORT**

FROM: JOHN J. STAMSOS, SENIOR PLANNER  
DATE: JANUARY 20, 2009  
SUBJECT: ZC-4-08 – ZONE CHANGE  
LOCATION – +/-1.03 ACRE TWO LOT PARCEL AT 4921 & 4971 DUNCAN DRIVE

**DECISION POINT:**

Coeur d’Alene Charter Academy is requesting a zone change from LM (Light Manufacturing) to C-17 (Commercial at 17 units per gross acre).

**SITE PHOTOS:**

A. Aerial photo



B. Site photo – 4921 Duncan Drive

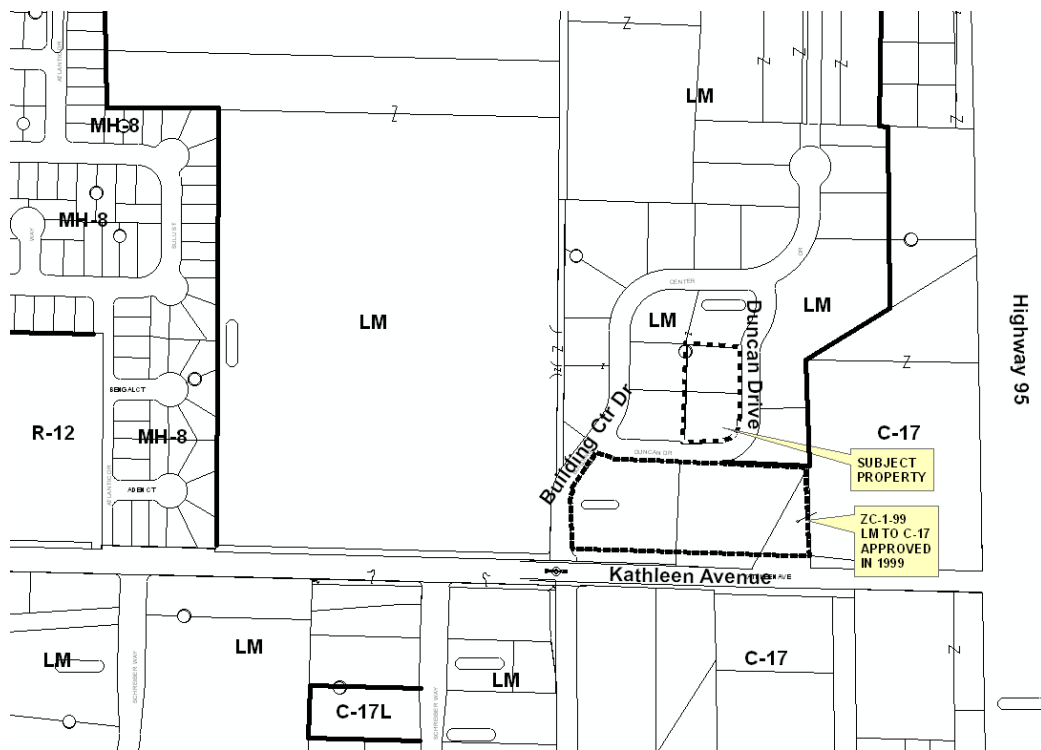


C. Site photo – 4971 Duncan Drive

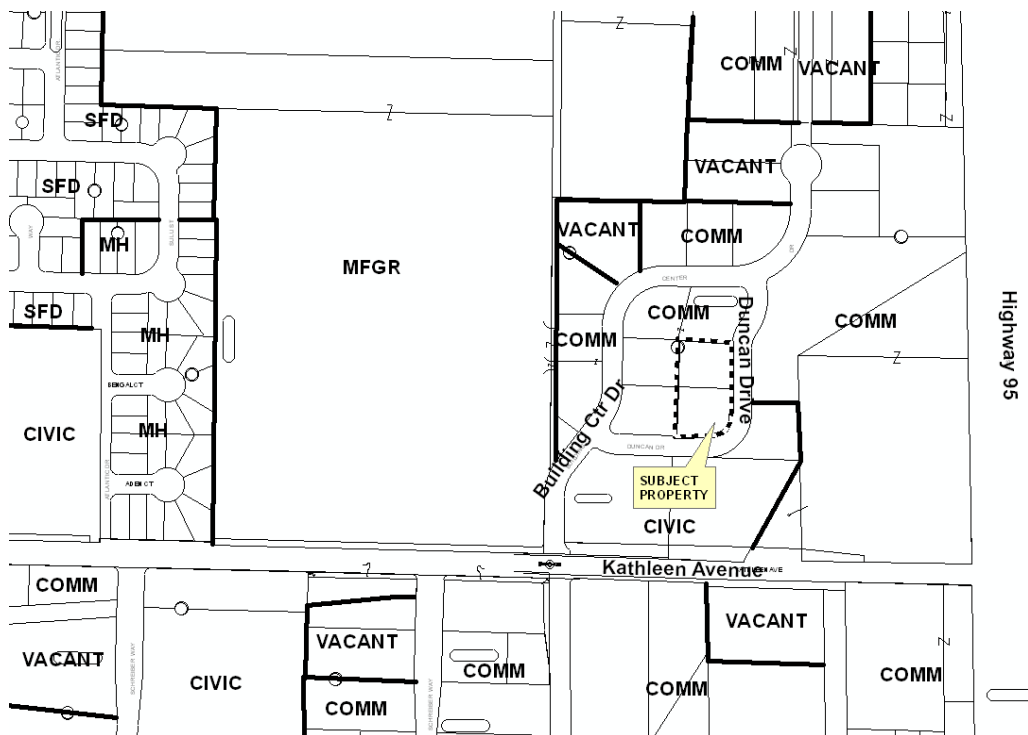


**GENERAL INFORMATION:**

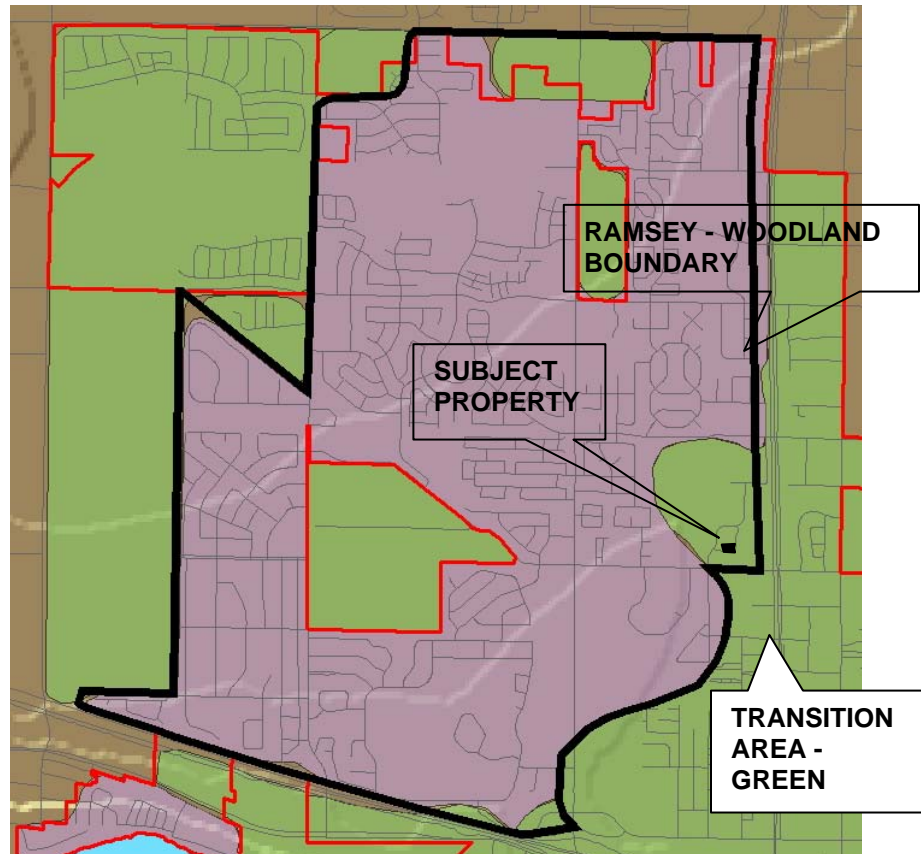
**A. Zoning:**



**B. Generalized land use pattern:**



C. 2007 Comprehensive Plan – Transition – Ramsey – Woodland Area



C. Applicant: Coeur d'Alene Charter Academy, Inc.  
Owner 4904 North Duncan Drive  
Coeur d'Alene, ID 83815

D. Land uses in the area include residential - single-family & mobile homes, commercial – retail sales & service, manufacturing – Interstate Concrete gravel pit, civic and vacant land.

E. The subject property is occupied by the offices and warehouse of Service Master a local cleaning business.

F. Previous actions on surrounding property (See zoning map on page 3):

1. ZC-1-99 - LM to C-17 - Approved in 1999. (The property the existing school now occupies)

G. The Planning Commission heard the request on December 9, 2008 and approved it by a 5-0 vote.

**PERFORMANCE ANALYSIS:**

A. Zoning:

Approval of the zone change request would change the range of uses allowed by right and special use permit to include residential, civic and some commercial retail sales and service uses in the C-17 zone that are not allowed in a Light Manufacturing zoning district, as follows:

**Light Manufacturing:**

1. The LM district is intended to include manufacturing, warehousing and industry that are conducted indoors with minimal impact on the environment.
2. This district should be located close to major or principal arterials and is suitable as a buffer zone for heavy industry.
3. In this district, development of manufacturing land uses in an industrial park and away from residential or sensitive areas is encouraged.
4. Principal permitted uses:
  - A. Agricultural supplies and commodity sales.
  - B. Auto and accessory sales.
  - C. Automobile parking.
  - D. Automobile parking when serving an adjacent business.
  - E. Automobile renting.
  - F. Automotive fleet storage.
  - G. Automotive repair and cleaning.
  - H. Building maintenance service.
  - I. Commercial film production.
  - J. Commercial kennel.
  - K. Construction and retail sales.
  - L. Custom manufacture.
  - M. Essential service.
  - N. Farm equipment sales.
  - O. Finished goods wholesale.
  - P. General construction service.
  - Q. Laundry service.
  - R. Light manufacture.
  - S. Ministorage facilities.
  - T. Unfinished goods wholesale.
  - U. Veterinary hospital.
  - V. Warehouse/storage.
  - W. Wholesale bulk liquid fuel storage.

5. Uses allowed by special use permit:
- A. Administrative offices.
  - B. Adult entertainment.
  - C. Banks and financial establishments.
  - D. Business supply retail sales.
  - E. Business support service.
  - F. Commercial recreation.
  - G. Communication service.
  - H. Consumer repair service.
  - I. Convenience sales.
  - J. Convenience service.
  - K. Department stores.
  - L. Extensive impact.
  - M. Extractive industry.
  - N. Finished goods retail.
  - O. Food and beverage stores for on/off site consumption.
  - P. Funeral service.
  - Q. Group assembly.
  - R. Home furnishing retail sales.
  - S. Hotel/motel.
  - T. Personal service establishments.
  - U. Professional offices.
  - V. Retail gasoline sales.
  - W. Specialty retail sales.
  - X. Veterinary office or clinic

**C-17 Commercial:**

1. The C-17 District is intended as a broad spectrum commercial district that permits limited service, wholesale/retail and heavy commercial in addition to allowing residential development at a density of seventeen (17) units per gross acre.
2. This District should be located adjacent to arterials; however, joint access developments are encouraged.

Principal permitted uses:

1. Single-family detached housing (as specified by the R-8 District).
2. Duplex housing (as specified by the R-12 District).
3. Cluster housing (as specified by the R-17 District).
4. Multiple-family (as specified by the R-17 District).
5. Home occupations.
6. Community education.
7. Essential service.
8. Community assembly.
9. Religious assembly.
10. Public recreation.
11. Neighborhood recreation.
12. Commercial recreation.
13. Automobile parking when serving an adjacent business or apartment.
14. Hospitals/health care.
15. Professional offices.
16. Administrative offices.
17. Banks and financial institutions.
18. Personal service establishments.
19. Agricultural supplies and commodity sales.
20. Automobile and accessory sales.
21. Business supply retail sales.
22. Construction retail sales.
23. Convenience sales.
24. Department stores.
25. Farm equipment sales.
26. Food and beverage stores, on/off site consumption.
27. Retail gasoline sales.
28. Home furnishing retail sales.
29. Specialty retail sales.
30. Veterinary office.
31. Hotel/motel.
32. Automotive fleet storage.
33. Automotive parking.
34. Automobile renting.
35. Automobile repair and cleaning.
36. Building maintenance service.
37. Business support service.
38. Communication service.
39. Consumer repair service.
40. Convenience service.
41. Funeral service.
42. General construction service.
43. Group assembly.
44. Laundry service.
45. Finished goods wholesale.
46. Group dwelling-detached housing.
47. Mini-storage facilities.
48. Noncommercial kennel.
49. Handicapped or minimal care facility.
50. Rehabilitative facility.
51. Child care facility.
52. Juvenile offenders facility.
53. Boarding house.



54. Commercial kennel.
55. Community organization.
56. Nursing/convalescent/rest homes for the aged.
57. Commercial film production.

Permitted uses by special use permit in a C-17 district shall be as follows:

1. Veterinary hospital.
2. Warehouse/storage.
3. Custom manufacturing.
4. Extensive impact.
5. Adult entertainment sales and service.
6. Auto camp.
7. Residential density of the R-34 district as specified.
8. Underground bulk liquid fuel storage-wholesale.
9. Criminal transitional facility.
10. Wireless communication facility.

The zoning pattern (see zoning map on page 3) in the surrounding area shows light manufacturing zoning to the north and west and C-17 zoning to the south (Coeur d'Alene Charter Academy) and the east.

Evaluation: The City Council, based on the information before them, must determine if the C-17 zone is appropriate for this location and setting.

**B. Finding #B8: That this proposal (is) (is not) in conformance with the Comprehensive Plan policies as follows:**

1. The subject property is within the existing city limits.
2. The City Comprehensive Plan Map designates this area as a Transition – Ramsey Woodland Area, as follows:

**Transition Areas:**

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

**Ramsey-Woodland Neighborhood:**

Characteristics of the neighborhoods have, for the most part, been established and should be maintained. Development in this area will continue to grow in a stable manner. Lower density zoning districts will intermingle with the existing Coeur d'Alene Place Planned Unit Development (PUD) providing a variety of housing types. The northern boundary is the edge of the community, offering opportunities for infill.

**The characteristics of Ramsey - Woodland neighborhoods will be:**

- That overall density may approach three to four residential units per acre (3-4:1), however, pockets of higher density housing and multi-family units are appropriate in compatible areas.
- Pedestrian and bicycle trails.
- Parks just a 5-minute walk away.
- Neighborhood service nodes where appropriate.

- Multi-family and single-family housing units.

3. Significant policies for consideration:

➤ Objective 1.12 - Community Design:

Support the enhancement of existing urbanized areas and discourage sprawl.

➤ Objective 1.14 - Efficiency:

Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

➤ Objective 3.05 - Neighborhoods:

Protect and preserve existing neighborhoods from incompatible land uses and developments.

➤ Objective 3.12 - Education:

Support quality educational facilities throughout the city, from the pre-school through the university level.

➤ Objective 4.01 - City Services:

Make decisions based on the needs and desires of the citizenry.

➤ Objective 4.02 - City Services:

Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling, and trash collection).

Evaluation: The City Council must determine, based on the information before them, whether the Comprehensive Plan policies do or do not support the request. Specific ways in which the policy is or is not supported by this request should be stated in the finding.

**C. Finding #B9: That public facilities and utilities (are) (are not) available and adequate for the proposed use.**

**WATER:**

Water is available to the subject property.

Evaluation: There is an existing main, fire hydrant and 2" services available to each lot.

Terry Pickel, Assistant Water Superintendent

**SEWER:**

Sewer: Sanitary sewer is available to this parcel.

Evaluation: No impact to public sewer.

Don Keil, Assistant Wastewater Superintendent

STORMWATER:

Stormwater issues for the streets were previous addressed during the subdivision process. However, if any activity or situation occurs that warrants paving of parking or maneuvering areas, submission of plans for and construction of on-site stormwater facilities will be required.

TRAFFIC:

Utilizing the square footage of the existing building on the subject property, the ITE Trip Generation Manual estimates the project will generate approximately 23 trips per day.

Evaluation: Based upon the through movement of traffic, the adjacent and/or connecting streets will accommodate the additional traffic volume; however, the streets will not accommodate the loading and unloading of students at the subject property. In order to accommodate the intensification of use at the subject property, construction of a designated drop off/pick up site will be required.

STREETS:

The proposed subdivision is bordered by Duncan Drive. The current street section has a forty foot (40') curb-curb width within a sixty foot (60') right-of-way.

Evaluation: Street improvements (curb/paving/street side swale) are existing.

APPLICABLE CODES AND POLICIES

Utilities:

1. All proposed utilities within the project shall be installed underground.
2. All water and sewer facilities servicing the project shall be installed and approved prior to issuance of building permits.

Streets:

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

Stormwater:

4. A stormwater management plan shall be submitted and approved prior to start of any construction. The plan shall conform to all requirements of the City.

SUBMITTED BY CHRIS BATES, PROJECT MANAGER

FIRE:

We have seen the request and have no comments.

Submitted by Glenn Lauper, Deputy Fire Chief

POLICE:

I have no comments at this time.

Submitted by Steve Childers, Captain, Police Department

D. **Finding #B10: That the physical characteristics of the site (do) (do not) make it suitable for the request at this time.**

The subject property is level with no significant topographic features.

Evaluation: There are no physical limitations to development.

E. **Finding #B11: That the proposal (would)(would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and)(or) existing land uses.**

The subject property is located in a subdivision that was originally zoned and designed to be an industrial park but, as development occurred, the area filled up with various commercial service and warehouse uses and the Charter Academy School. The only true manufacturing use in the area is the Interstate Concrete sand and gravel pit to the west of the Atlas Center subdivision. As indicated in the engineering comments, the existing streets are adequate to accommodate traffic from this use but that an off street loading and unloading area would be required to minimize congestion on Duncan and Atlas Center Drives when students are arriving for school or leaving.

Evaluation: The City Council must determine if C-17 is the appropriate zone for this location and setting.

F. Proposed conditions:

Engineering:

1. Construction of a designated off street drop off/pick up site for students. The site will be required to be paved and striped to allow for the orderly movement of traffic during the time that students are arriving and departing the school property. The adjoining street will not be allowed to be used as a loading zone for students. Also, "No Standing" signage (MUTCD R7-4) will be required to be installed by the applicant along the property frontage. Construction of this drop off/pick up area will be required as part of any overall building or tenant improvement permit for the subject property and completion will be required prior to the issuance of any temporary or final certificate of occupancy for the site.
2. Construction of City standard approaches will be required to access the drop off area and design will adhere to the standards set forth in the City Code Section 17.44. Design submittal will be required with any building permit application for the subject property. Paving of the site will be required, as well as stormwater drainage facilities for all new on-site impervious areas.

G. Ordinances and Standards Used In Evaluation:

Comprehensive Plan - Amended 1995.  
Municipal Code.  
Idaho Code.  
Wastewater Treatment Facility Plan.  
Water and Sewer Service Policies.  
Urban Forestry Standards.  
Transportation and Traffic Engineering Handbook, I.T.E.  
Manual on Uniform Traffic Control Devices.

**ACTION ALTERNATIVES:**

Staff recommends the City Council take the following action:

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

If the Council approves the request, they may adopt the Planning Commission findings, create their own findings or use some of the Planning Commission findings and some of their own findings.

If the Council denies the request, a new set of findings must be made.

**PROPERTY INFORMATION**

- 1. Gross area: (all land involved): 1.028 acres, and/or \_\_\_\_\_ sq. ft.
- 2. Total Net Area (land area exclusive of proposed or existing public street and other public lands): 1.028 acres, and/or \_\_\_\_\_ sq. ft.
- 3. Total number of lots included: 2
- 4. Existing land use: WAREHOUSE & CUTTING BUSINESS (SERVICE MASTER)
- 5. Existing Zoning (check all that apply):  R-1  R-3  R-5  R-8  R-12  R-17  MH-8  
 NC  CC  C-17  C-17L  DC  M  M
- 6. Proposed Zoning (check all the apply):  R-1  R-3  R-5  R-8  R-12  R-17  MH-8  
 NC  CC  C-17  C-17L  DC  LM  M

**JUSTIFICATION**

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

OUR REQUEST FOR THIS ZONE CHANGE IS THE RESULT OF OUR RECENT PURCHASE OF PROPERTY ADJOINING OUR EXISTING PROPERTY, NECESSITATED BY THE NATURAL GROWTH OF OUR STUDENT POPULATION. SINCE OPENING IN 1999, THE ACADEMY HAS PROVIDED A GOOD NEIGHBOR AND AN ASSET TO THE NEIGHBORHOOD AND THE CITY OF COEUR D'ALENE, ACHIEVING GREAT SUCCESS AND RECEIVING NATIONAL ACCLAIM. OUR PROGRAM PROVIDES OPPORTUNITY FOR HIGH-ACHIEVING, MOTIVATED STUDENTS AND THEIR FAMILIES, ADDING TO THE QUALITY OF LIFE IN COEUR D'ALONE AND KOOTENAI COUNTY. THESE STUDENTS ENTER THE WORKFORCE AND POST-SECONDARY EDUCATION AS RESPONSIBLE, HARDWORKING YOUNG ADULTS, IMPROVING THE OVERALL STANDARD OF LIVING IN THE AREA. A CHANGE IN ZONING IS NECESSARY FOR US TO UTILIZE THE NEWLY-ACQUIRED PROPERTY TO CONTINUE TO SERVE OUR STUDENTS AND THE COMMUNITY.

Note: The 2007 Comprehensive Plan is available by going to [www.cdaid.org](http://www.cdaid.org) under Departments / Planning

Applicant: Coeur d'Alene Charter Academy, INC  
Location: 4971 and 4921 N. Duncan Drive  
Request: A proposed zone change from LM (Light manufacturing) to C-17 (Commercial at 17 units/acre)  
QUASI-JUDICIAL (ZC-4-08)

Senior Planner Stamsos presented the staff report, gave the mailing tally as 0 in favor, 0 opposed, and 4 neutral, and answered questions from the Commission.

Commissioner Razor inquired if another zone such as Neighborhood Commercial, would be a better choice for this project.

Senior Planner Stamsos answered that Neighborhood Commercial is not appropriate because Neighborhood Commercial is used when a commercial business abuts a residential neighborhood.

Commissioner Luttrupp inquired what the zoning classification for a school is.

Senior Planner Stamsos commented that schools are classified as a civic use.

Commissioner Luttrupp questioned if the surrounding businesses feel that they are a hazard to the school since they are so close.

Deputy City Attorney Wilson commented if that had been a concern, the issue would have come up when the school was originally proposed in this area by the other surrounding businesses.

**Public Testimony open.**

Dan Nicklay, applicant, 11960 N. Pinetree, Hayden, commented that he is the principal of Charter Academy and feels that this request is consistent with the other businesses in the surrounding area.

He explained that this request came forward because the school has grown and now they need the room to place additional classrooms in an existing building requiring the zone to be changed from Light Manufacturing to Commercial, to allow this use. He spoke with the other surrounding business owners and they are neutral to this expansion.

He added that traffic will not be increased because they plan to move the existing portable building to the subject property allowing the school to use this vacated area again for a student drop off and pick up area. He announced that the school was named one of the top schools in the state and is requesting that the Planning Commission approve this request.

Commissioner Bowlby congratulated the applicant on the schools recent award.

**Public testimony closed.**

**Motion by Bowlby, seconded by Razor, to approve Item ZC-4-08. Motion approved.**

ROLL CALL:

|                       |       |     |
|-----------------------|-------|-----|
| Commissioner Bowlby   | Voted | Aye |
| Commissioner Evans    | Voted | Aye |
| Commissioner Messina  | Voted | Aye |
| Commissioner Rasor    | Voted | Aye |
| Commissioner Luttrupp | Voted | Aye |

Motion to approve carried by a 5 to 0 vote.



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

**A. INTRODUCTION**

This matter having come before the Planning Commission on, December 9, 2008, and there being present a person requesting approval of ITEM ZC-4-08, a request for a zone change from from LM (Light Manufacturing) to C-17 (Commercial at 17 units per gross acre).

LOCATION – +/-1.03 acre parcel at 4921 & 4971 Duncan Drive

APPLICANT: Coeur d'Alene Charter Academy

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

- B1. That the existing land uses are residential - single-family & mobile homes, commercial – retail sales & service, manufacturing – Interstate Concrete gravel pit, civic and vacant land.
- B2. That the Comprehensive Plan Map designation is Transition
- B3. That the zoning is LM (Light Manufacturing)
- B4. That the notice of public hearing was published on, November 22, 2008, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, November 25, 2008, which fulfills the proper legal requirement.
- B6. That 11 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on, November 21, 2008, and 4 responses were received: 0 in favor, 0 opposed, and 4 neutral.
- B7. That public testimony was heard on December 9, 2008. Dan Nicklay, Principal of Coeur d'Alene Charter Academy described the request indicating that this would allow them to expand the school into additional space but not add students, that an on-site student drop off and pick up area would be part of the plan, that the new space would also allow for additional parking and that they do not allow students or faculty to park on Duncan Drive.

Jeff Child, Chairman of the Coeur d'Alene Charter Academy Board of Directors testified in favor of the request.

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

Objective 1.12 - Community Design:

Support the enhancement of existing urbanized areas and discourage sprawl.

It enhances the urban area, prevents sprawl, is an asset to the community and is a good location for this facility because it is close to other schools in the area.

Objective 1.14 - Efficiency:

Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

It is an extension of the existing charter school to this property.

Objective 3.12 - Education:

Support quality educational facilities throughout the city, from the pre-school through the university level.

The request fits this objective.

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

This is based on the staff report that indicates that the property is served by water and sewer and that the streets in the area adequate to handle the traffic.

- B10. That the physical characteristics of the site do make it suitable for the request at this time because the land is flat and there are no other physical constraints.

- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses because the school is not asking for a larger student population but rather to provide space for more parking and to enlarge the physical size of the school.

**C. ORDER: CONCLUSION AND DECISION**

The Planning Commission, pursuant to the aforementioned, finds that the request of COEUR D'ALENE CHARTER ACADEMY for a zone change, as described in the application should be approved.

Special conditions applied are as follows:

Engineering:

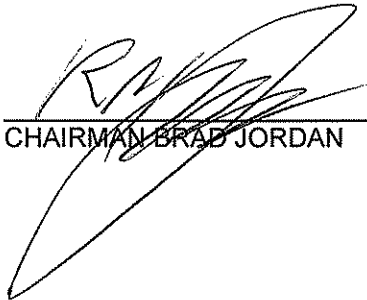
1. Construction of a designated off street drop off/pick up site for students. The site will be required to be paved and striped to allow for the orderly movement of traffic during the time that students are arriving and departing the school property. The adjoining street will not be allowed to be used as a loading zone for students. Also, "No Standing" signage (MUTCD R7-4) will be required to be installed by the applicant along the property frontage. Construction of this drop off/pick up area will be required as part of any overall building or tenant improvement permit for the subject property and completion will be required prior to the issuance of any temporary or final certificate of occupancy for the site.
2. Construction of City standard approaches will be required to access the drop off area and design will adhere to the standards set forth in the City Code Section 17.44. Design submittal will be required with any building permit application for the subject property. Paving of the site will be required, as well as stormwater drainage facilities for all new on-site impervious areas.

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

ROLL CALL:

|                       |           |
|-----------------------|-----------|
| Commissioner Bowlby   | Voted Aye |
| Commissioner Evans    | Voted Aye |
| Commissioner Luttrupp | Voted Aye |
| Commissioner Messina  | Voted Aye |
| Commissioner Razor    | Voted Aye |

Motion to approve carried by a 5 to 0 vote.



CHAIRMAN BRAD JORDAN

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

**A. INTRODUCTION**

This matter having come before the City Council on January 20, 2009, and there being present a person requesting approval of ITEM ZC-4-08, a request for a zone change from LM (Light Manufacturing) to C-17 (Commercial at 17 units per gross acre).

LOCATION – +/-1.03 acre parcel at 4921 & 4971 Duncan Drive

APPLICANT: Coeur d'Alene Charter Academy

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

**(The City Council may adopt Items B1-through7.)**

- B1. That the existing land uses are residential - single-family & mobile homes, commercial – retail sales & service, manufacturing – Interstate Concrete gravel pit, civic and vacant land.
- B2. That the Comprehensive Plan Map designation is Transition
- B3. That the zoning is LM (Light Manufacturing)
- B4. That the notice of public hearing was published on, January 3, 2009, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, January 12, 2009, which fulfills the proper legal requirement.
- B6. That 11 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on January 2, 2009, and \_\_\_\_\_ responses were received: \_\_\_\_ in favor, \_\_\_\_ opposed, and \_\_\_\_ neutral.
- B7. That public testimony was heard on January 20, 2009.
- B8. That this proposal **(is) (is not)** in conformance with the Comprehensive Plan policies as follows:

B9. That public facilities and utilities **(are) (are not)** available and adequate for the proposed use. This is based on

**Criteria to consider for B9:**

1. Can water be provided or extended to serve the property?
2. Can sewer service be provided or extended to serve the property?
3. Does the existing street system provide adequate access to the property?
4. Is police and fire service available and adequate to the property?

B10. That the physical characteristics of the site **(do) (do not)** make it suitable for the request at this time because

**Criteria to consider for B10:**

1. Topography
2. Streams
3. Wetlands
4. Rock outcroppings, etc.
5. vegetative cover

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

**Criteria to consider for B11:**

1. Traffic congestion
2. Is the proposed zoning compatible with the surrounding area in terms of density, types of uses allowed or building types allowed
3. Existing land use pattern i.e. residential, commercial, residential w churches & schools etc.

**C. ORDER: CONCLUSION AND DECISION**

The City Council, pursuant to the aforementioned, finds that the request of **COEUR D'ALENE CHARTER ACADEMY** for a zone change, as described in the application should be **(approved) (denied) (denied without prejudice)**.

Special conditions applied are as follows:

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

**ROLL CALL:**

|                           |             |
|---------------------------|-------------|
| Council Member Hassell    | Voted _____ |
| Council Member Edinger    | Voted _____ |
| Council Member Goodlander | Voted _____ |
| Council Member McEvers    | Voted _____ |
| Council Member Bruning    | Voted _____ |
| Council Member Kennedy    | Voted _____ |

Mayor Bloem Voted \_\_\_\_\_ (tie breaker)

Council Member(s) \_\_\_\_\_ were absent.

Motion to \_\_\_\_\_ carried by a \_\_\_\_ to \_\_\_\_ vote.

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MAYOR SANDI BLOEM

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

**January 12, 2009**  
**PUBLIC WORKS COMMITTEE**  
**MINUTES**

**COMMITTEE MEMBERS PRESENT**

Council Member Woody McEvers  
Council Member Al Hassell

**STAFF PRESENT**

Jon Ingalls, Deputy City Administrator  
Troy Tymesen, Finance Director  
Warren Wilson, Deputy City Atty  
Dave Shults, Capital Program Mgr.  
Amy Ferguson, Exec. Assistant  
Chris Bates, Project Manager

**GUESTS**

None

**Item 1            Professional Services Agreement for Government Way Project - Dalton to Hanley Avenue**

**Consent Calendar**

Chris Bates, Project Manager, presented a request for approval of the Professional Services Agreement with Welch Comer & Associates, Inc. for design services for the Government Way reconstruction project, from Dalton Avenue to Hanley Avenue. Mr. Bates said that the City has previously paid the Idaho Transportation Department the project match of \$20,000 and the total fees for the design consultant are not to exceed \$240,000.00. He further explained that the City was able to persuade the ITD that time was of the essence and the consultant was allowed to start early rather than waiting until the spring.

Councilman McEvers asked if the City of Dalton Gardens was going to participate in the project. Mr. Bates responded that to his knowledge there have been no formal negotiations yet.

Mr. Bates confirmed that the project will be planned, but not constructed, next year. Actual construction of the project would be at least five years out, unless money becomes available sooner.

**MOTION by McEvers, seconded by Hassell, to recommend Council Approval of Resolution No. 08-\_\_ authorizing an ITD contract agreement with Welch Comer & Associates for professional engineering services for design services for the Government Way reconstruction project, from Dalton Avenue to Hanley Avenue.**

**Item 2            Prepurchase of WWTP Low Phosphorus Pilot Study Equipment**

**Consent Calendar**

Dave Shults, Capital Program Manager, presented a request for approval of specifications for procurement of low-phosphorus treatment plant pilot study equipment and authorization to advertise for bids. He explained that the engineers have selected three different types of equipment that are needed and prepared the specifications. It is now a matter of getting the equipment manufactured so that it can be ready for installation in the spring or early summer.



Mr. Shults further noted that there have been smaller scale pilot studies that have been reviewed by the engineers, which have the best likelihood of reducing phosphorus levels. They now want to do a much more rigorous two year pilot program so that they can optimize which type of process will work best for their treatment plant. They will also be training the wastewater staff to be able to operate and understand technology that will be required. Mr. Shults also explained that they felt a building for the pilot study equipment is necessary because the equipment is sensitive to outdoor conditions. The building construction is reflected in the \$1.5 million anticipated contractor installation fees.

Mr. Shults commented that the Wastewater Department is taking a proactive approach to the anticipated DEQ permit. Even though the permit isn't well established at this point, the schedule for improvements is strongly supported by the local Department of Environmental Quality.

**MOTION by McEvers, seconded by Hassell, to recommend Council approval of specifications and authorization to advertise for bids for low-phosphorus treatment plant pilot study equipment.**

**Item 3            Award of Bid for WWTP Secondary Sludge Thickener  
Consent Calendar**

Dave Shults, Capital Program Manager, presented a request for approval of a prepurchase agreement with FKC Co., Ltd. to provide a secondary sludge thickener, for a cost of \$58,741.00. Mr. Shults explained that the secondary sludge thickener is a key piece of equipment that they anticipate will improve successes with the use of the centrifuge, the compost facility, and reduction of ammonia from solids processing. He stated that the treatment plant already has some ammonia control equipment (Entex modules), but the thickener will further reduce the ammonia load. They received one bid, which was lower than the engineer's estimate.

**MOTION by McEvers, seconded by Hassell, to recommend Council approval of Resolution No. 08-\_\_ authorizing a prepurchase agreement with FKC Co., Ltd. to provide a secondary sludge thickener, for a cost of \$58,741.00.**

**Item 4            Terminate Contract for Refurbishment of WWTP Digester #4  
Consent Calendar**

Dave Shults, Capital Program Manager, presented a request for council approval to terminate the contract with TML Construction for the refurbishment of Digester #4. Mr. Shults explained that there is some corrosion in Digester #4 and they had anticipated refurbishing it in the middle of the winter because they can't afford to take it off line during the summer months.

Mr. Shults explained that last month council authorized approval of a contract to refurbish Digester #4. Unfortunately, the plant's backup Digester #2 malfunctioned in that they had some problems with the lid that will take several months to fix, which makes it impossible to take Digester #4 off line for refurbishment this year. As a result, Mr. Shults recommended that the

contract with TML be terminated at this time. TML has assured Mr. Shults that any termination costs will be reasonable.

**MOTION by McEvers, seconded by Hassell, to recommend council approval of the termination of the contract with TML Construction for the refurbishment of Digester #4.**

The meeting adjourned at 4: 25 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison

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

| FUND                                           | BALANCE<br>11/30/08 | RECEIPTS           | DISBURSE-<br>MENTS | BALANCE<br>12/31/08 |
|------------------------------------------------|---------------------|--------------------|--------------------|---------------------|
| General-Designated                             | \$433,006           | \$14,901           | \$2,865            | \$445,042           |
| General-Undesignated                           | 301,201             | 3,462,616          | 4,963,802          | (1,199,985)         |
| <u>Special Revenue:</u>                        |                     |                    |                    |                     |
| Library                                        | (104,493)           | 27,168             | 94,639             | (171,964)           |
| Cemetery                                       | 104,841             | 16,352             | 36,364             | 84,829              |
| Parks Capital Improvements                     | 511,267             | 990                | 171,337            | 340,920             |
| Impact Fees                                    | 3,549,506           | 29,166             | 13,084             | 3,565,588           |
| Annexation Fees                                | 73,008              | 59,391             |                    | 132,399             |
| Insurance                                      | 1,929,496           | 43,831             | 5,008              | 1,968,319           |
| <u>Debt Service:</u>                           |                     |                    |                    |                     |
| 2000, 2002 & 2006 G.O. Bonds                   | 897,654             | 22,757             | 500                | 919,911             |
| LID Guarantee                                  | 280,341             | 804                |                    | 281,145             |
| LID 124 Northshire/Queen Anne/Indian Meadows   | 782                 |                    |                    | 782                 |
| LID 127 Fairway / Howard Francis               | 45,839              | 3,870              |                    | 49,709              |
| LID 129 Septic Tank Abatement                  | 195,175             |                    |                    | 195,175             |
| LID 130 Lakeside / Ramsey / Industrial Park    | 94,592              |                    |                    | 94,592              |
| LID 133 E Sherman/Gravel Sts/Forest Prk Paving | -                   |                    |                    | -                   |
| LID 143 Lunceford / Neider                     | 6,688               |                    |                    | 6,688               |
| LID 145 Government Way                         | -                   |                    |                    | -                   |
| LID 146 Northwest Boulevard                    | 174,804             |                    |                    | 174,804             |
| LID 148 Fruitland Lane Sewer Cap Fees          | -                   |                    |                    | -                   |
| <u>Capital Projects:</u>                       |                     |                    |                    |                     |
| Street Projects                                | 432,456             | 837                | 97,071             | 336,222             |
| 2006 GO Bond Capital Projects                  | 581,896             | 1,126              | 11,729             | 571,293             |
| <u>Enterprise:</u>                             |                     |                    |                    |                     |
| Street Lights                                  | 190,753             | 41,331             | 58,470             | 173,614             |
| Water                                          | 730,431             | 257,783            | 607,902            | 380,312             |
| Water Capitalization Fees                      | 1,079,251           | 15,719             | 1,050              | 1,093,920           |
| Wastewater                                     | 16,086,174          |                    |                    | 16,086,174          |
| Wastewater-Reserved                            | 1,097,426           |                    |                    | 1,097,426           |
| WWTP Capitalization Fees                       | 2,282,775           | 45,232             | 2,788              | 2,325,219           |
| WW Property Mgmt                               | 60,668              |                    |                    | 60,668              |
| Sanitation                                     | 80,380              | 268,167            | 57,199             | 291,348             |
| Public Parking                                 | 616,618             | 11,610             | 13,622             | 614,606             |
| Stormwater Mgmt                                | 535,663             | 113,751            | 133,826            | 515,588             |
| Wastewater Debt Service                        | 70                  |                    |                    | 70                  |
| <u>Trust and Agency:</u>                       |                     |                    |                    |                     |
| Kootenai County Solid Waste Billing            | 184,507             | 190,286            | 185,402            | 189,391             |
| LID Advance Payments                           | 492                 |                    |                    | 492                 |
| Police Retirement                              | 1,353,298           | 45,985             | 17,816             | 1,381,467           |
| Cemetery P/C                                   | 2,050,925           | 58,806             | 1,700              | 2,108,031           |
| Sales Tax                                      | 1,113               | 1,165              | 1,113              | 1,165               |
| Fort Sherman Playground                        | -                   |                    |                    | -                   |
| Jewett House                                   | 13,810              | 1,027              | 1,656              | 13,181              |
| KCATT                                          | 3,391               | 7                  |                    | 3,398               |
| Reforestation                                  | 19                  |                    |                    | 19                  |
| Street Trees                                   | 204,846             | 3,397              | 6,500              | 201,743             |
| Community Canopy                               | 1,174               | 2                  | 76                 | 1,100               |
| CdA Arts Commission                            | 1,090               | 2                  | 12                 | 1,080               |
| Public Art Fund                                | 78,299              | 151                |                    | 78,450              |
| Public Art Fund - LCDC                         | 176,731             | 342                |                    | 177,073             |
| Public Art Fund - Maintenance                  | 110,717             | 214                | 46                 | 110,885             |
| KMPO - Kootenai Metro Planning Org             | 16,034              | 114,972            | 43,469             | 87,537              |
| BID                                            | 124,871             | 38,516             | 60,000             | 103,387             |
| Homeless Trust Fund                            | 306                 | 333                | 306                | 333                 |
| <b>GRAND TOTAL</b>                             | <b>\$36,589,892</b> | <b>\$4,892,607</b> | <b>\$6,589,352</b> | <b>\$34,893,147</b> |

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 THREE MONTHS ENDED  
 31-Dec-2008

| FUND OR<br>DEPARTMENT  | TYPE OF<br>EXPENDITURE | TOTAL<br>BUDGETED | SPENT THRU<br>12/31/2008 | PERCENT<br>EXPENDED |
|------------------------|------------------------|-------------------|--------------------------|---------------------|
| Mayor/Council          | Personnel Services     | \$178,075         | \$41,611                 | 23%                 |
|                        | Services/Supplies      | 18,560            | 2,373                    | 13%                 |
| Administration         | Personnel Services     | 487,884           | 119,670                  | 25%                 |
|                        | Services/Supplies      | 319,576           | 2,357                    | 1%                  |
| Finance                | Personnel Services     | 618,800           | 155,276                  | 25%                 |
|                        | Services/Supplies      | 134,590           | 13,609                   | 10%                 |
| Municipal Services     | Personnel Services     | 781,490           | 198,273                  | 25%                 |
|                        | Services/Supplies      | 519,090           | 196,699                  | 38%                 |
| Human Resources        | Personnel Services     | 200,841           | 52,717                   | 26%                 |
|                        | Services/Supplies      | 50,600            | 5,489                    | 11%                 |
| Legal                  | Personnel Services     | 1,188,345         | 288,478                  | 24%                 |
|                        | Services/Supplies      | 103,542           | 19,562                   | 19%                 |
|                        | Capital Outlay         |                   |                          |                     |
| Planning               | Personnel Services     | 480,015           | 121,767                  | 25%                 |
|                        | Services/Supplies      | 59,800            | 12,609                   | 21%                 |
| Building Maintenance   | Personnel Services     | 274,385           | 59,931                   | 22%                 |
|                        | Services/Supplies      | 147,975           | 24,056                   | 16%                 |
| Police                 | Personnel Services     | 8,388,028         | 2,163,698                | 26%                 |
|                        | Services/Supplies      | 720,719           | 138,071                  | 19%                 |
|                        | Capital Outlay         | 138,018           | 25,873                   | 19%                 |
| Fire                   | Personnel Services     | 6,198,116         | 1,750,309                | 28%                 |
|                        | Services/Supplies      | 419,402           | 72,746                   | 17%                 |
|                        | Capital Outlay         | 30,000            | 35,952                   | 120%                |
| General Government     | Services/Supplies      | 202,890           | 177,830                  | 88%                 |
| Byrne Grant (Federal)  | Services/Supplies      | 80,662            | 524                      | 1%                  |
| COPS Grant             | Services/Supplies      |                   |                          |                     |
| CdA Drug Task Force    | Services/Supplies      | 51,640            | 9,374                    | 18%                 |
|                        | Capital Outlay         |                   |                          |                     |
| Streets                | Personnel Services     | 1,801,367         | 431,359                  | 24%                 |
|                        | Services/Supplies      | 512,750           | 76,864                   | 15%                 |
|                        | Capital Outlay         | 235,000           | 24,981                   | 11%                 |
| ADA Sidewalk Abatement | Personnel Services     | 140,214           | 375                      | 0%                  |
|                        | Services/Supplies      | 71,600            | 37,330                   | 52%                 |
| Engineering Services   | Personnel Services     | 524,633           | 103,723                  | 20%                 |
|                        | Services/Supplies      | 736,600           | 107,077                  | 15%                 |
|                        | Capital Outlay         |                   |                          |                     |

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 THREE MONTHS ENDED  
 31-Dec-2008

| FUND OR<br>DEPARTMENT             | TYPE OF<br>EXPENDITURE | TOTAL<br>BUDGETED | SPENT THRU<br>12/31/2008 | PERCENT<br>EXPENDED |
|-----------------------------------|------------------------|-------------------|--------------------------|---------------------|
| Parks                             | Personnel Services     | 1,210,389         | 245,445                  | 20%                 |
|                                   | Services/Supplies      | 433,820           | 61,383                   | 14%                 |
|                                   | Capital Outlay         | 81,000            | 9,900                    | 12%                 |
| Recreation                        | Personnel Services     | 584,633           | 124,566                  | 21%                 |
|                                   | Services/Supplies      | 151,600           | 16,466                   | 11%                 |
|                                   | Capital Outlay         | 41,000            |                          |                     |
| Building Inspection               | Personnel Services     | 832,665           | 198,184                  | 24%                 |
|                                   | Services/Supplies      | 56,150            | 8,691                    | 15%                 |
|                                   | Capital Outlay         | 16,000            | 15,900                   | 99%                 |
| Total General Fund                |                        | <u>29,222,464</u> | <u>7,151,098</u>         | <u>24%</u>          |
| Library                           | Personnel Services     | 922,504           | 219,473                  | 24%                 |
|                                   | Services/Supplies      | 192,900           | 41,678                   | 22%                 |
|                                   | Capital Outlay         | 65,000            | 13,666                   | 21%                 |
| Cemetery                          | Personnel Services     | 172,654           | 44,196                   | 26%                 |
|                                   | Services/Supplies      | 76,080            | 13,475                   | 18%                 |
|                                   | Capital Outlay         | 48,000            | 16,586                   | 35%                 |
| Impact Fees                       | Services/Supplies      | 2,000,000         |                          |                     |
| Annexation Fees                   | Services/Supplies      | 400,000           | 400,000                  | 100%                |
| Parks Capital Improvements        | Capital Outlay         | 1,578,000         | 327,472                  | 21%                 |
| Insurance                         | Services/Supplies      | 318,000           | 7,225                    | 2%                  |
| Total Special Revenue             |                        | <u>5,773,138</u>  | <u>1,083,771</u>         | <u>19%</u>          |
| Debt Service Fund                 |                        | <u>2,383,816</u>  | <u>89,178</u>            | <u>4%</u>           |
| Ramsey Road                       | Capital Outlay         |                   |                          |                     |
| Govt Way - Dalton to Hanley       | Capital Outlay         | 300,000           |                          |                     |
| Howard - Neider Extension         | Capital Outlay         | 450,000           | 29,505                   | 7%                  |
| 4th St - Lakeside to Harrison     | Capital Outlay         |                   | 81,038                   |                     |
| 4th St - Anton to Timber          | Capital Outlay         |                   | 170                      |                     |
| Ironwood                          | Capital Outlay         |                   |                          |                     |
| 15th Street - Lunceford to Dalton | Capital Outlay         | 220,000           |                          |                     |
| Seltice Way                       | Capital Outlay         |                   |                          |                     |
| 15th St & Harrison signal         | Capital Outlay         | 250,000           |                          |                     |
| Front Street                      | Capital Outlay         |                   |                          |                     |
| GO Bond - Refunding & Misc        | Capital Outlay         |                   |                          |                     |
| Library Building                  | Capital Outlay         |                   | 6,222                    |                     |
| Fire Dept GO Bond Expenditure     | Capital Outlay         | 500,000           | 35,482                   | 7%                  |
| Total Capital Projects Funds      |                        | <u>1,720,000</u>  | <u>152,417</u>           | <u>9%</u>           |

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
THREE MONTHS ENDED  
31-Dec-2008

| FUND OR<br>DEPARTMENT         | TYPE OF<br>EXPENDITURE | TOTAL<br>BUDGETED          | SPENT THRU<br>12/31/2008   | PERCENT<br>EXPENDED |
|-------------------------------|------------------------|----------------------------|----------------------------|---------------------|
| Street Lights                 | Services/Supplies      | 572,090                    | 107,958                    | 19%                 |
| Water                         | Personnel Services     | 1,489,698                  | 349,403                    | 23%                 |
|                               | Services/Supplies      | 3,674,714                  | 289,714                    | 8%                  |
|                               | Capital Outlay         | 1,856,000                  | 385,499                    | 21%                 |
| Water Capitalization Fees     | Services/Supplies      | 1,000,000                  |                            |                     |
| Wastewater                    | Personnel Services     | 2,070,178                  | 450,641                    | 22%                 |
|                               | Services/Supplies      | 5,001,574                  | 391,907                    | 8%                  |
|                               | Capital Outlay         | 8,620,000                  | 119,831                    | 1%                  |
|                               | Debt Service           | 1,488,860                  | 537,155                    | 36%                 |
| WW Capitalization             | Services/Supplies      | 3,798,325                  |                            |                     |
| Sanitation                    | Services/Supplies      | 3,100,546                  | 559,088                    | 18%                 |
| Public Parking                | Services/Supplies      | 184,132                    | 20,313                     | 11%                 |
|                               | Capital Outlay         |                            |                            |                     |
| Stormwater Mgmt               | Personnel Services     | 372,189                    | 75,438                     | 20%                 |
|                               | Services/Supplies      | 521,837                    | 145,615                    | 28%                 |
|                               | Capital Outlay         | 675,000                    | 4,819                      | 1%                  |
| Total Enterprise Funds        |                        | <u>34,425,143</u>          | <u>3,437,381</u>           | <u>10%</u>          |
| Kootenai County Solid Waste   |                        | 2,400,000                  | 364,164                    | 15%                 |
| Police Retirement             |                        | 244,728                    | 55,475                     | 23%                 |
| Cemetery Perpetual Care       |                        | 103,000                    | 32,808                     | 32%                 |
| Jewett House                  |                        | 16,300                     | 2,644                      | 16%                 |
| Reforestation                 |                        | 2,000                      |                            |                     |
| Street Trees                  |                        | 40,000                     | 8,700                      | 22%                 |
| Community Canopy              |                        | 620                        | 216                        | 35%                 |
| CdA Arts Commission           |                        | 6,700                      | 1,020                      | 15%                 |
| Public Art Fund               |                        | 101,000                    |                            |                     |
| Public Art Fund - LCDC        |                        | 105,000                    |                            |                     |
| Public Art Fund - Maintenance |                        | 5,000                      | 888                        | 18%                 |
| Fort Sherman Playground       |                        |                            | 2,707                      |                     |
| KMPO                          |                        | 539,200                    | 102,757                    | 19%                 |
| Business Improvement District |                        | 142,000                    | 60,000                     | 42%                 |
| Homeless Trust Fund           |                        | 4,000                      | 655                        | 16%                 |
| Total Trust & Agency          |                        | <u>3,709,548</u>           | <u>632,034</u>             | <u>17%</u>          |
| TOTALS:                       |                        | <u><u>\$77,234,109</u></u> | <u><u>\$12,545,879</u></u> | <u><u>16%</u></u>   |