



Coeur d'Alene

CITY COUNCIL MEETING

March 20, 2007

MEMBERS OF THE CITY COUNCIL:
Sandi Bloem, Mayor
Councilmen Edinger, Goodlander, McEvers, Reid, Hassell, Kennedy

CONSENT CALENDAR

A CONTINUED MEETING OF THE
COEUR D'ALENE CITY COUNCIL
MARCH 2, 2007, AT 12:00 NOON
HELD IN THE COUNCIL CHAMBERS

A continued meeting of the City Council was held on March 2, 2007, at 12:00 Noon in the City Hall Council Chambers, there being present upon roll call a quorum. The Council met in a workshop setting with members of the Planning & Zoning Commission.

Mayor Sandi Bloem

COUNCIL MEMBERS PRESENT:

Ron Edinger
Woody McEvers
Al Hassell
Mike Kennedy
Deanna Goodlander

COUNCIL MEMBERS ABSENT:

Dixie Reid

PLANNING COMMISSION MEMBERS PRESENT:

John Bruning, Chairman
Brad Jordan
Tom Messina
Mary Souza
Scott Rasor

STAFF:

Dave Yadon, Planning Director
Sean Holm, Planner
Wendy Gabriel, City Administrator
Warren Wilson, Deputy City Attorney
Mike Gridley, City Attorney
Troy Tymesen, Finance Director
Amy Ferguson, Deputy City Clerk

COMPREHENSIVE PLAN UPDATE:

Mr. Bruning stated that the purpose of the workshop was to request council input on the draft Comprehensive Plan. Once the draft is approved by Council, the commission will proceed with presentations to the department heads and the public.

Councilman Kennedy asked about the difference between Doug McQueen's version of the Comprehensive Plan and the new draft. Mr. Bruning stated that the new plan is quite a bit different. Ms. Souza further stated that the formatting and layout have changed, but that a lot of

the wording on the phrases in the Goals section came from Doug McQueen's version, although the "wills" and "shoulds" were removed. Mr. Bruning agreed and stated that the four goals were pretty much the same, but the "Objectives" portion is all new.

Councilman Hassell wondered how hard it would be to use the Comprehensive Plan in that he could see it as a forced rewrite of all the zoning ordinances since the Comprehensive Plan is so general. Mr. Bruning responded that the last time the zoning ordinance was totally overhauled was in 1982 and that he felt it should be looked at again. Councilman Hassell questioned what would happen in the interim and indicated that he saw a problem. Mr. Jordan commented that he believes the Comprehensive Plan is a blueprint to guide the city and the ordinances regulate the land use. The Comprehensive Plan is a guide for what the commission envisions.

Mr. Yadon commented that the commission has taken the time to drill down into individual neighborhoods in the city to describe what the commission envisions and to provide more guidelines when making a decision.

Ms. Souza asked Mr. Wilson whether the ordinances would have to be made more specific. Mr. Wilson responded that on a couple of occasions the legal staff has looked at what the state code requires for a comprehensive plan. A Comprehensive Plan sets the groundwork for the future city. The city would have to go through and make sure the ordinances are consistent with the Comprehensive Plan. Council would adopt ordinances that implement that vision. In the event of a land use request, the question is do you have sufficient vision so that the Comprehensive Plan would guide your decision. He indicated that he believed the Planning Commission has accomplished that.

Councilman Hassell commented that he liked the glossary, definitions, and pictures. On page 5, he commented regarding the "list of groups" and stated that someone should not have to go outside of the Comprehensive Plan for a list of the groups. If they are not all in the Comprehensive Plan, they should be. Mr. Holm explained that where it mentions "online," their intent was to create an online list so that the document can live and breathe. The groups will change over time and evolve. They wanted to have a place where they could list the groups and not have to do a reprint of the Comprehensive Plan. Mr. Holm stated that right now the list is not online since they haven't received the space from I.T. yet. Also, the list is not comprehensive at this time. Councilman Hassell stated that it was important to make sure that the list is complete when the Comprehensive Plan is adopted.

Councilman McEvers asked about the wording on page 19, "establish incentives" and whether the city had incentives and how they would apply. Ms. Souza commented that an example would be the infill overlays.

Councilman Hassell stated that information should be put in the Comprehensive Plan that encourages neighborhood associations. Councilman Edinger stated that it seems that there are more neighborhood associations being formed due to things going on in their neighborhoods that they don't like. Councilman McEvers stated that they are also being formed as a result of new subdivisions and mentioned that the City of Boise gives out awards, etc. to neighborhood associations and it brings the community together. Mr. Bruning stated that the City of Spokane

also has something similar to that – an association of neighborhood associations. Mayor Bloem commented that at the last block watch meeting they had 45 people attend, and that they meet quarterly. Councilman Hassell stated that the city spends a lot of time trying to go into the neighborhoods and organize them and that he thought it should be stressed in the Comprehensive Plan. Mayor Bloem stated that she thought that Victoria has a pretty comprehensive list of the neighborhood associations.

Mayor Bloem questioned the information in the Comprehensive Plan on page 21 regarding the team leadership concept. She indicated that a new mayor and council could come in and change that. Mr. Yadon stated that it is a snap shot right now as to how the city runs. If it changes in the future, you would need to amend the Comprehensive Plan. Councilman Hassell suggested adding a paragraph that the team leadership concept was the current structure and that it may change in the future. Mr. Bruning commented that if somebody came into Coeur d'Alene and didn't know anything about the city they could pick up the Comprehensive Plan and find out quite a bit about the government.

Councilman Hassell commented that on page 12, regarding the safety of lakes and rivers, the word "aquifer" should be added.

Councilman Kennedy commented that on page 69, discussing the shoreline, we might want to be more proactive by saying we would like to increase the amount of access to the water and shoreline. Councilman Hassell stated that "appropriate growth" should possibly say "acquire as much public area as possible."

Councilman Goodlander commented that the Sherman Avenue picture on page 13 should be updated.

Councilman McEvers commented that the data in the back of the Comprehensive Plan was from the year 2000 and wondered if more current information was available. Mr. Holm stated that the information was obtained from the census, which is done every 10 years. Mr. Jordan commented that the Stravens update could be put there. Mr. Holm further commented that in the "Coeur d'Alene Today" section it does provide information regarding the current estimated population.

Mr. Bruning confirmed that the Comprehensive Plan has not been presented to the public yet. Mayor Bloem commented that she wished she would have had this document when she was serving on the Planning Commission and that she couldn't think of one thing that would come up where you couldn't find support for your position in the Comprehensive Plan, one way or the other; but that is okay because it creates debate, which is a good thing.

Councilman Edinger asked about mid-town. Councilman Goodlander indicated that she thought mid-town was pretty well represented in the Comprehensive Plan, and Mr. Holm stated that the language was taken from the infill ordinance. Mr. Jordan commented that mid-town is one of the priorities of LCDC too, and they are just starting to see some positive things happen down there.

Councilman Goodlander asked if the Comprehensive Plan addressed the issue of parking. Mr. Holm responded that there is a brief mention in the plan regarding if there was potential

availability for a parking structure it would be pursued. Councilman Goodlander expressed concern about parking as the city increases in density and size, and indicated that she sees mid-town as a huge future parking issue. Now is the time to address it. Mr. Bruning commented that it is on their “wish list” for the upcoming strategic planning retreat.

Ms. Souza commented that Mr. Hinshaw had indicated that parking should be a lower priority because you don’t want to discourage development. Councilman McEvers stated that he had attended a couple of meetings in Hayden regarding parking, and they have been trying to set aside space within the neighborhoods – parking nodes – that would encourage people to park and walk around. Mr. Jordan stated that he felt that LCDC, in general, was looking to try and jump start the mid-town area with some development. Councilman Goodlander commented that they did need to jump start development, but that it is a dual process and that parking will still be an issue down the road.

Mr. Holm stated that he read a planning booklet about parking and it mentioned in the book that a parking problem is a good thing because it means that people want to be there. We are seeing growth and revitalization of mid-town.

MOTION BY HASSELL, SECONDED BY GOODLANDER, to move the Comprehensive Plan forward to the next round of hearings. Motion carried.

Mr. Bruning thanked city staff, including Mr. Yadon and Mr. Holm, for their good work.

Discussion ensued regarding the promotion of the Comprehensive Plan and the public hearings. The Mayor commented that it will be a focus on The Mayor’s Show. Mr. Bruning stated that once they get their schedule set up, the council can start making announcements. Mr. Yadon stated that the intent is to have the four neighborhood meetings in the four quarters of the city to run on consecutive weeks. They are also doing a “walk-in” type meeting, and will advertise on CDATV. They are hoping to do the meetings in April, depending upon room availability, etc.

Mr. Yadon commented that he would be providing copies of the draft Comprehensive Plan to all of the entities having an interest in it.

RECESS: Motion by Kennedy, seconded by McEvers to adjourn. Motion carried.

The workshop adjourned at 1:09 p.m.

Sandi Bloem, Mayor

ATTEST:

Amy Ferguson
Deputy City Clerk

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT COEUR D'ALENE CITY HALL
MARCH 6, 2007**

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

Sandi Bloem, Mayor

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

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

INVOCATION was led Reverend Ron Hunter, Church of the Nazarene.

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

PRESENTATION: LIBRARY ARTWORK UPDATE: Renata McLeod, Project Coordinator and Steve Anthony, Arts Commission Liaison, presented a brief video by artist Tim Prentice on the proposed artwork for the new Library building. Mrs. McLeod reported that the Art Commission had budgeted \$100,000 with the proposed art piece coming in at \$75,000. Arts Commission Chairman Elisabeth Garland requested the Council consider the art piece as endorsed by the Arts Commission. Steve Anthony reported that this piece of artwork will be installed prior to the opening of the Library. Councilman Goodlander commended the selection committee for their work in the process of choosing artwork for the Library facility.

MOTION: Motion by Goodlander, seconded by Edinger to approve the artwork as recommended for the Library and direct staff to negotiate an agreement with the artist. Motion carried.

PUBLIC COMMENTS:

IRONMAN COURSE: Dave Patzer, 2458 E. Nettleton Gulch Road, voiced his concern of routing the Ford Ironman Bike Course on Government Way as he believes it will negatively impact the businesses along Government Way. Ray Grannis, owner of a business located at 1932 Government Way, also voiced his opposition to having the Bike course on Government Way. Jonathan Coe, 5758 St. Germaine Court, representing the

Chamber of Commerce, believes that the proposed route is the best route for the bicyclists. He also noted that the Ford Ironman event has brought approximately \$8,000,000 in revenue to the businesses of this community each year. He asked the Council to approve the proposed course. In response to Councilman Kennedy's question, Mr. Coe responded that the other routes reviewed included 15th Street, and 4th Street and it was determined that this was the best route north. Mr. Coe also noted that Government Way will not be entirely closed but only the center lanes will be used for the cyclists. Chris Copstead, 502 N. 20th Coeur d'Alene, noted that this route does allow access to the businesses along Government Way. Additionally, in regard to the concern of emergency vehicle access, that access will be allowed to those vehicles. Melanie Hougham 3780 Fairway Drive, spoke in support of Ironman and the economic benefit to our community. Tammy Crawford, 408 E. Ichabod Lane, spoke in support of the new bike route and supported having the Ford Ironman event in Coeur d'Alene.

MOTION: Motion by Edinger, seconded by Reid to bring this item forward on the agenda. Motion carried.

IRONMAN BIKE ROUTE: Andy Emberton, Ford Ironman Coeur d'Alene Race Director, presented the proposed route for the race. He noted that the cities of Dalton Gardens, Hayden and Hayden Lake had met with the Ford Ironman Race officials and discussed the move of the Ironman route north through their cities. He also noted that any route must be on the east side of US 95 as ITD will not allow any crossing of US 95. In response to Councilman Edinger's question, Mr. Emberton confirmed that the Kootenai County Sheriff's Office has signed off on this route. Mr. Emberton noted that a total of 65 signs notifying the public of the traffic closures will be posted. He also noted that Ironman distributed over 5,000 flyers of the proposed street closures last year and anticipates distributing even more this year. Police Sgt. Lee Brainard confirmed that they have looked at several north-south routes and believe that this is the safest route for not only the racers but also for traffic. He noted that one of the main access routes for the Police Department in responding to calls on the east side of town is I-90. Councilman Edinger asked Jonathan Coe if the businesses had been informed prior to determining the route. Jonathan responded that it is extremely difficult to contact each business individually, but rather they have gotten the word out through newsletters and newspaper articles. Motion by Goodlander, seconded by Edinger to approve the 2007 Ford Ironman Bike Course as submitted. Motion carried.

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

1. Approval of minutes for February 20, 23, 2007.
2. Setting the Public Works Committee and General Services Committee meetings for March 12, 2007 at 4:00 p.m.
3. RESOLUTION 07-017: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR THE 2007 OVERLAY PROJECT, WITH POE ASPHALT ITS PRINCIPAL PLACE OF BUSINESS AT 2732 N. BECK ROAD, POST FALLS, IDAHO 83854.

4. Approval of beer/wine license for Fisherman's Market at 215 W. Kathleen. Adding liquor to beer/wine licenses for Paddy's Sports Bar and Fort Grounds Grill.
5. Approval of Cemetery lot transfer from Esther Bariel to Robert Bariel.
6. Final Plat Approvals: SS-23-06 for Daniel Condominiums, SS-1-07 for Leslie Condominiums, and SS-2-07 for Idaho Pacific West, LLC Condos.

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

COUNCIL ANNOUNCEMENTS:

COUNCILMAN GOODLANDER: Councilman Goodlander announced that she had volunteered at the Film Festival last weekend which went very well and the organizers will be coming back next year. She noted that she viewed one documentary that followed the lives of two young boys who worked in the silver mines in Bolivia.

COUNCILMAN REID: Councilman Reid announced that Milton Creagh will be in town to talk about the substance abuse problem in our community. Mr. Creagh will be speaking at the Altar Church at 7th and Best on March 22nd, at no charge to the public. She invited residents of all ages to attend this very important presentation.

MAYOR BLOEM: Mayor Bloem welcomed the newest members of her family - her twin grandsons. She also congratulated the Charter Academy for winning 3rd place at the Idaho State A-1 Boys Basketball Tournament. She announced that the first Town Hall meeting will be hosted at City hall this Saturday with Senator Goedde and Representative George Saylor.

COMMITTEE APPOINTMENT: Motion by Edinger, seconded by Kennedy to appoint Mr. Kay Nelson to the Jewett House Advisory Board. Motion carried.

ORDINANCE NO.3286
COUNCIL BILL NO. 07-1007

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTION 8.12.020 TO REQUIRE A PERMIT ISSUED BY THE FIRE DEPARTMENT FOR SPECIAL FIREWORKS; AMENDING SECTION 8.12.030 TO SET HOURS OF OPERATION FOR FIREWORK STANDS; AMENDING SECTION 8.12.040 TO ESTABLISH PERMIT REQUIREMENTS FOR FIREWORK STANDS; AMENDING SECTION 8.12.050 TO REQUIRE FIREWORK STAND OPERATORS TO POST NO SMOKING SIGNS, CLEAR FLAMMABLE WEEDS AND GRASS AROUND STAND AND TO PROVIDE A SELF CONTAINED LIVING UNIT FOR EMPLOYEES; AMENDING SECTION 8.12.110 TO PROHIBIT FIREWORKS ON PUBLIC PROPERTY; ADOPTING A NEW SECTION 8.12.120 TO PROVIDE THAT ANY VIOLATION OF CHAPTER 8.12 SHALL BE PUNISHABLE AS A MISDEMEANOR

WITH A FINE OF NOT MORE THAN \$1,000 OR BY IMPRISONMENT NOT TO EXCEED 180 DAYS OR BOTH; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

STAFF REPORT: Kathy Lewis, Deputy City Clerk, reviewed the proposed housekeeping changes to fireworks stands permits.

Motion by Goodlander, seconded by Hassell to pass the first reading of Council Bill No. 07-1007.

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

Motion by Hassell, seconded by Edinger to suspend the rules and to adopt Council Bill No. 07-1007 by its having had one reading by title only.

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

REVISED SIGN CODE: Kathy Lewis, Deputy City Clerk, presented the members of the Sign Board and then reviewed the proposed new Sign Code. Councilman Hassell complimented the new proposed sign code in that it provides for clear examples of acceptable signage. Councilman McEvers complimented the Committee for all their work on the new Sign Code. Motion by Goodlander, seconded by Edinger to approve the proposed amendments to the Municipal Code Chapter 15.24 including the amendments as recommended by the General Services Committee and direct staff to prepare an ordinance. Motion carried.

RESOLUTION NO. 07-018

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A STATE AND LOCAL AGREEMENT FOR THE ATLAS BIKE PATH EXTENSION, WITH THE IDAHO TRANSPORTATION DEPARTMENT ITS PRINCIPAL PLACE OF BUSINESS AT 3311 W. STATE STREET – P.O. BOX 7129, BOISE, IDAHO 83707-1129.

STAFF REPORT: Doug Eastwood explained that the proposed State-Local agreement is for the creation of a connection of the City's bike trail system at Atlas Road under the I-90 overpass.

Motion by Edinger, seconded by Hassell to adopt Resolution 07-018.

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

RESOLUTION 07-019

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A CONTRACT FOR EMPLOYEE CONSULTING SERVICES WITH DAVID AND KATHERINE MCKEOWN, HUSBAND AND WIFE

Motion by Reid, seconded by Kennedy to adopt Resolution 07-019.

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

RESOLUTION NO. 07-020

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ASSIGNMENT OF LICENSE TO USE THE NORTH IDAHO CENTENNIAL TRAIL FOUNDATION PROPERTY FOR A HAUL ROAD AGREEMENT, WITH ROBERT B. GOEBEL GENERAL CONTRACTORS, INC., ACI NORTHWEST, INC., AND THE NORTH IDAHO CENTENNIAL TRAIL FOUNDATION.

STAFF REPORT: City Attorney Mike Gridley reviewed the proposed agreements under Resolution 07-020 and 07-021 regarding hauling fill dirt to the Kroc Center site.

Motion by Hassell, seconded by Kennedy to adopt Resolution 07-020.

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

RESOLUTION NO. 07-021

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ASSIGNMENT OF LICENSE TO ENTER HAWK'S NEST SITE TO REMOVE STRUCTURAL FILL MATERIAL AGREEMENT WITH ROBERT B. GOEBEL GENERAL CONTRACTORS, INC. AND ACI NORTHWEST, INC.

Motion by Hassell, seconded by Kennedy to adopt Resolution 07-021.

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

PUBLIC HEARING – V-06-6 – VACATION OF EXISTING EMERGENCY ACCESS EASEMENT IN GRAYSTONE SUBDIVISION: Mayor Bloem read the rules of order for this public hearing. Gordon Dobler, Engineering Services Director,

gave the staff report.

Mr. Dobler reported that Wade Jacklin, representing the owners of the property located at Lot 8, Block 1, Graystone Subdivision, is requesting vacation and relocation of the emergency access easement adjoining the southerly boundary of their property. The existing 20' easement is currently platted entirely on Lot 9, Block 1 of the development. The noted easement also contains a utility transformer, phone boxes and large trees which would drastically limit its effectiveness if needed. The applicant is proposing a new easement to replace the one that was platted that would be more effective, clear of obstacles and centered on the common property line between Lots 8 and 9. The property owners adjoining the existing easement have dedicated and recorded a new easement that is "centered" on the common lot line between Lots 8 and 9. This easement as the original, is not intended to have any "roadway" or hard surface application, it is solely as a documented easement that would allow legal access in case of emergency.

He noted that a total of 18 notices were mailed for this public hearing with a total of 8 responses being received - 3 in favor, 2 opposed and 2 neutral and 1 with no position being received. Written comments were distributed for Council review.

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

MOTION: Motion by Kennedy, seconded by Reid to approve the vacation of the existing emergency access easement in Graystone Subdivision.

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

PUBLIC HEARING – AMENDING ANIMAL CONTROL FEES: Mayor Bloem read the rules of order for this public hearing. Captain Steve Childers gave the staff report.

Captain Childers reported that staff is requesting amending the current animal control fees to cover the actual cost of boarding an animal impounded by the Animal Control Officer as follows:

1. Increase the processing fee for impounding an animal from \$10.00 to \$20.00
2. Increase the animal housing fee from \$10.00 a day to \$20.00 a day
3. Increase the fee for each additional violation within a twelve month period the owner shall be assessed, from an additional \$10.00 process fee to an additional \$20.00 processing fee.

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

RESOLUTION NO. 07-022

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AMENDING ANIMAL CONTROL PROCESSING FEES.

Motion by Edinger, seconded by Hassell to adopt Resolution 07-022.

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

RESOLUTION NO. 07-023

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR TEMPORARY DOG SHELTERING, WITH THE CITY OF POST FALLS.

Motion by Hassell, seconded by Goodlander to adopt Resolution 07-023.

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

EXECUTIVE SESSION: Motion by Reid, seconded by Hassell to enter into Executive Session as provided by Idaho Code 67-2345 SUBSECTION A: To consider hiring a public officer, employee, staff member or individual agent; SUBSECTION C: To conduct deliberations concerning labor negotiations or to acquire an interest in real property, which is not owned by a public agency; and SUBSECTION F: To consider and advise its legal representatives in pending litigation or where there is a general public awareness of probable litigation.

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

The Council entered into Executive Session at 8:15 p.m. Those present were the Mayor, City Council, City Administrator, and City Attorney. Matters discussed were those of labor negotiations, personnel, property acquisition and litigation.

No action was taken and the Council returned to regular session at 9:28 p.m.

ADJOURNMENT: Motion by Kennedy, seconded by Edinger that there being no further business, this meeting adjourn. Motion carried.

The meeting adjourned at 9:28 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC, City Clerk

RESOLUTION NO. 07-024

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 BID AWARD AND CONTRACT WITH INTERSTATE CONCRETE & ASPHALT, COMPANY FOR THE RAMSEY ROAD RECONSTRUCTION PROJECT; APPROVAL OF AVISTA ENERGY EFFICIENCY AGREEMENT; APPROVAL OF S-3-06 ACCEPTANCE OF IMPROVEMENTS AND MAINTENANCE / WARRANTY AGREEMENT FOR HAWK'S NEST SUBDIVISION; APPROVAL OF S-1-05 ACCEPTANCE OF IMPROVEMENTS AND MAINTENANCE / WARRANTY AGREEMENT FOR RIVERSTONE WEST SUBDIVISION AND DECLARING A LIBRARY COPIER AS SURPLUS WITH NO VALUE AND AUTHORIZING STAFF TO DISPOSE OF MACHINE.

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

- 1) Approval of Bid Award and Contract with Interstate Concrete & Asphalt, Company for the Ramsey Road Reconstruction Project;
- 2) Approval of Avista Energy Efficiency Agreement;
- 3) Approval of S-3-06 Acceptance of Improvements and Maintenance / Warranty Agreement for Hawk's Nest Subdivision;
- 4) Approval of S-1-05 Acceptance of Improvements and Maintenance / Warranty Agreement for Riverstone West Subdivision;
- 5) Declaring a Library copier as surplus with no value and authorizing staff to dispose of machine;

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 5" 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 March, 2007.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____


COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

CITY COUNCIL STAFF REPORT

DATE: March 20, 2007
INITIATED BY: Richard Suchocki, Project Manager 
SUBJECT: Approval of Low Bidder Ramsey Rd Reconstruction

DECISION POINT

Staff is requesting City Council to approve Interstate Concrete and Asphalt as low bidder for the Ramsey Rd Reconstruction project.

HISTORY

The City received six responsive bids for this project.

Interstate Concrete & Asphalt	\$1,510,487.70
D G & S Co	\$1,511,454.17
ACI Northwest	\$1,545,323.80
L & L Cargile	\$1,712,272.00
Hap Taylor & Sons	\$1,718,045.00
Poe Asphalt	\$1,750,036.86
Engineers Estimate	\$1,476,248.50

FINANCIAL ANALYSIS

Ramsey Road Reconstruction is a budgeted project. Water, wastewater and storm water utilities are contributing a share for their utility. Lakes Highway District is contributing \$227,000 for their share of the construction. The remainder will be covered with impact fees.

PERFORMANCE ANALYSIS

When this project is complete, Ramsey Rd will be 5 lanes from Appleway to Prairie Ave

SUMMARY / RECOMMENDATION

Staff recommends a motion to approve Interstate Concrete and Asphalt as low bidder and to enter into a contract.

CONTRACT

THIS CONTRACT, made and entered into this 20th day of March, 2007, 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 **INTERSTATE CONCRETE & ASPHALT, CO.**, 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 845 West Kathleen Avenue, Coeur d'Alene Idaho 83814, hereinafter referred to as "**CONTRACTOR**",

WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the **2007 Ramsey Road Reconstruction Project** according to plans and specifications 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 and save the **CITY** harmless from all claims for injury to person or property resulting 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 Title 6, Chapter 9, Section 924 of the Idaho Code. 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 coverages required herein, which certificates must be approved by the City Attorney.

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed One Million Five Hundred Ten Thousand Four Hundred Eighty Seven and 70/100 Dollars (\$1,510,487.70).

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 Treasurer.

The number of calendar days allowed for completion of the Contract work shall be 121 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 \$500.00 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 a 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" are defined in Section 2 of the Contract Documents, entitled "Standard General Conditions of the Construction Contract."

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:
INTERSTATE CONCRETE & ASPHALT**

Sandi Bloem, Mayor

By: _____
Its: _____

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 20th day of March, 2007, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene 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 IDAHO     )  
                             ) ss.  
County of Kootenai   )

On this \_\_\_ day of \_\_\_\_\_, 2007, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, of Interstate Concrete and Asphalt, 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: \_\_\_\_\_

## MEMORANDUM

DATE: MARCH 5, 2007

TO: THE GENERAL SERVICES COMMITTEE

FROM: TROY TYMESEN, FINANCE DIRECTOR  
RENATA MCLEOD, PROJECT COORDINATOR

RE: ENERGY EFFICIENCY AGREEMENT WITH AVISTA UTILITIES

---

### **DECISION POINT:**

- **To authorize an energy efficiency agreement with Avista Utilities for the new Coeur d'Alene Public Library.**

**HISTORY:** Staff has been in discussions with representatives at Avista regarding energy efficiencies at the new library. The mechanical units called out in the bid and specifications for the library qualify the City for an Energy Efficiency Payment from Avista.

**FINANCIAL:** Based on the calculation from Avista it is estimated that the City will receive an incentive of Four Thousand Four Hundred and Four Dollars (\$4,404.00) for the variable frequency drive roof mounted heating system.

**PERFORMANCE ANALYSIS:** Avista provided a clear and concise review of the building and recommend several opportunities for savings. With the correct equipment called out in the project specification, the Energy Efficiency Payment is a great opportunity for the City.

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

- **To authorize an energy efficiency agreement with Avista Utilities for the new Coeur d'Alene Public Library.**

**Proposal Date** January 24, 2007 **Name** City of Coeur d' Alene  
**Account No.** New construction **Address** 710 East Mullan Road  
**Rate Schedule** 21/111 **Tariff** X 90 X 190 **City State Zip** Coeur d' Alene, Idaho 83814  
**Contract No.** D-21997 **Project** vfd and rooftop unit for new library  
**Application No.** 23162 & 22932 **CAR#** 353181

**Avista Corporation dba Avista Utilities**  
**ENERGY EFFICIENCY AGREEMENT**

**THIS AGREEMENT** is entered into by and between **Avista Corporation**, a corporation organized and existing under the laws of the State of Washington **dba Avista Utilities** (hereinafter referred to as "Avista"), and **CITY OF COEUR D' ALENE** (hereinafter referred to as "**Customer**"), sometimes hereinafter referred to, individually, as a "Party, and collectively, as the "Parties".

**RECITALS:**

**WHEREAS**, Customer is the owner and/or operator of a facility served by Avista with electric and/or natural gas service, and desires to replace and/or upgrade existing equipment in use at Customer's facility located at **CITY OF COEUR D' ALENE PUBLIC LIBRARY, 702 East Front Avenue**, in the City of Coeur d' Alene, Idaho (hereafter referred to as the "Facility"); and

**WHEREAS**, Avista has initiated an "Energy Efficiency Program", approved by the Washington Utilities and Transportation Commission and the Idaho Public Utilities Commission (hereinafter referred to as "State Commissions") under tariff Schedule 90 and tariff Schedule 190, for the acquisition of electric and natural gas energy resource savings through investments in improvements in the efficiency of electric and natural gas equipment and processes owned and operated by customers of Avista; and

**WHEREAS**, Customer and Avista desire to enter into an agreement for the implementation of energy efficiency measure(s) in the Facility as set forth herein.

**NOW, THEREFORE**, in consideration of the covenants and agreements herein contained, it is agreed:

1. **Term of Agreement.** This Agreement shall become effective when executed by both Parties and shall remain in effect until the Energy Efficiency Payment described in Section 5.3 below has been disbursed. In the event Customer fails to complete installation of the energy efficiency measures ("Measures") applicable under this Agreement by **December 2, 2007** this Agreement shall be terminated and all obligations of Avista set forth herein shall be waived.
2. **Term of Offer.** The Energy Efficiency Payment offered to Customer, as outlined in Section 5 below, is valid for acceptance by Customer for a period of thirty days from the Proposal Date indicated above, with such acceptance acknowledged by Customer's signature below. Failure of Customer to return the signed original of this Agreement by such deadline shall result in the nullification of the Energy Efficiency Payment offer applicable under this Agreement.
3. **Installation of Energy Efficiency Improvement Measures.** Customer shall install and maintain the Measures (hereinafter referred to as "Equipment") at the Facility as described in the document, Evaluation Report of Energy Efficiency Improvements for Coeur d' Alene Public Library, Options 1 & 2, dated September 29, 2006, attached hereto and incorporated herein as "Schedule A". All existing equipment removed and replaced hereunder shall, at the Customer's expense, be permanently disabled, sold for scrap, and/or removed from the Facility. Customer assumes all

responsibility to dispose of all equipment and material removed hereunder in accordance with applicable law.

4. Equipment Selection, Operation and Maintenance. The selection, purchase, and installation of the Equipment described in Section 3 above shall be the sole responsibility of the Customer, provided that the Equipment selected and installed under this Agreement complies with the electric and/or natural gas energy resource savings recommendations in the analysis prepared by Avista or its representative. It is understood and agreed that any Avista evaluation and/or analysis of the Equipment is for the sole purpose of determining Customer's eligibility for Avista's Energy Efficiency program. Avista MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, IMPLIED OR EXPRESS WARRANTIES (INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND SHALL NOT BE RESPONSIBLE FOR ANY REPRESENTATION OR PROMISE WITH RESPECT TO THE EQUIPMENT, MATERIALS, OR LABOR REQUIRED FOR THE INSTALLATION OF THE EQUIPMENT, OR THE COST OF SUCH EQUIPMENT, MATERIALS, AND LABOR, OR ANY ENERGY SAVINGS THAT MAY ACCRUE FROM THE INSTALLATION OF SUCH EQUIPMENT. Any required maintenance, repair or replacement of the Equipment installed under this Agreement shall be the sole responsibility of and at the expense of the Customer. In the event that any of the Equipment installed pursuant to this Agreement becomes defective or fails to operate properly, and such defect or failure to operate cannot be repaired, Customer agrees to replace such Equipment with Replacement Equipment that provides equal or higher electric and/or natural gas energy resource savings, and performs in a manner consistent with recommendations in the analysis by Avista as set forth in Section 3 above.

5. Energy Efficiency Payment.

5.1 The Estimated Energy Efficiency Payment analysis described in Schedule A, shall be performed by Avista. The Estimated Energy Efficiency Payment shall be calculated by dividing the estimated Equipment installation costs for the project by the estimated energy cost savings. However, the Estimated Energy Efficiency Payment calculated herein shall be subject to adjustment, either upward or downward, as described below in Section 5.2, to determine the actual Energy Efficiency Payment owed to Customer under this Agreement.

5.2 Upon completion of the installation of the Equipment contemplated under this Agreement, Customer shall provide documentation, acceptable to Avista, detailing: 1) the actual Equipment installed to enable Avista to verify and/or recalculate the energy (kWh/therm) savings hereunder, and 2) the purchase and installation cost of such Equipment. In the event Avista determines that the actual installed cost of the Equipment submitted by Customer is unacceptable, Avista shall have the right to establish the acceptable installation costs to calculate the actual Energy Efficiency Payment applicable hereunder. Upon Avista's receipt, approval and acceptance of Customer's documentation, Avista shall calculate the Energy Efficiency Payment in conformance with Avista's Schedule 90 and 190 tariffs, by dividing the actual Avista-approved installed costs of the project by the actual, annual energy cost savings to determine the simple pay-back period and resulting Incentive Level reflected on Schedule 90/190. The Incentive Level resulting from this calculation shall be applied to the Customer's first year (kWh/therm) savings to determine the actual, one-time Energy Efficiency Payment applicable under this Agreement. Such Energy Efficiency Payment shall be the **LESSER OF** the calculation described herein, or **fifty (50%)** percent of the actual Avista-approved installation costs. In no event shall the actual Energy Efficiency Payment owed to Customer under this Agreement exceed **fifty (50%)** percent of the actual Avista-approved project costs.

5.3 While the Energy Efficiency Payment calculated hereunder is a one-time payment, the method of disbursement of such payment shall be at Avista's sole discretion, and may include, but not be limited to, multiple cash payments over a period of time as specified by Avista, or offsets to

Customer's energy bills. Such disbursements by Avista shall commence no earlier than the **4th Quarter of 2007**.

- 5.4 Customer shall be responsible for payment of any applicable federal, state or local income and corporate tax liability associated with such Avista payment, and shall indemnify, defend and hold Avista harmless with respect thereto.
  - 5.5 The calculation of the actual Energy Efficiency Payment applicable under this Agreement is based on the simple payback of the project prior to the application of the Incentive Level, in accordance with Rate Schedules 90 and 190, and shall be attached hereto and incorporated into the Agreement by this reference as "Schedule B".
  - 5.6 The Energy Efficiency Payments calculated under this Agreement shall be determined solely by Avista in accordance with Rate Schedules 90 and 190, and such determinations are considered to be final.
  - 5.7 Avista may, at its option, during reasonable hours, inspect the Equipment following installation to verify Equipment installation.
6. Inspection of Facilities. Avista shall be permitted to inspect the Facilities and Equipment upon reasonable notice and at reasonable hours for the sole purpose of verifying Customer's compliance with its performance obligations under this Agreement, including continued operation of the Equipment contemplated herein. Avista shall also have the right to install and maintain sub-metering equipment and Customer shall furnish Avista with reasonable access to such sub-metering devices for meter reading purposes. This provision shall not impose upon Avista any obligation to perform any inspection, and is not intended to substitute for or relieve Customer of any responsibility or duty relating to the purchase, design, installation, operation or maintenance of the Equipment.
  7. Compliance with Laws. Customer represents and warrants that Customer, its agents and employees, and any subcontractor it may retain to install or maintain the Equipment, are familiar with, and at all times shall comply with all applicable federal, state and local laws, codes, ordinances, rules and regulations pertaining to the installation, maintenance, operation and use of the Equipment.
  8. Disclaimer and Indemnity. Customer acknowledges and agrees that it is voluntarily participating in this Energy Efficiency Program; that Avista is providing funding and analysis, only; and that Avista assumes no liability for Customer's decision to enter into this Agreement, for the Measures selected by Customer, any third parties selected by Customer to install those Measures, or any disputes arising out of repair or replacement of the Equipment installed hereunder. Furthermore, as part of the consideration for this Agreement, Customer hereby releases and shall indemnify, hold harmless and defend Avista from any and all claims, losses, harm, costs, liabilities, damages and expenses (including attorneys' fees) of any nature whatsoever, or allegations thereof, arising directly or indirectly out of or in anyway connected with any act, omission, fault or negligence of Customer or any third parties selected by Customer to install the Measures applicable under this Agreement, except to the extent that any such claims, losses, etc., arise as a result of Avista's negligence or willful misconduct.
  9. Assignment. This Agreement shall be fully binding upon, inure to the benefit of, and be enforceable by the successors, assigns and legal representatives of the respective Parties to this Agreement. No assignment or transfer by either Party shall be made without the prior written approval of the other Party, except for a transfer to a parent, subsidiary, or affiliate of such Party, or, with respect to either Party, to a successor in interest which acquires all or substantially all of the assets of either Party to this Agreement, and such approval shall not be unreasonably withheld.



10. Continued Availability. It is understood that the Energy Efficiency Payment described in Section 5 above is contingent upon continued funding availability through Avista's Schedule 90 and 190 tariffs applicable to the Equipment contemplated under this Agreement.
11. Venue. Any action at law or in equity to enforce the terms and conditions of this Agreement shall be brought in a court of competent jurisdiction where Customer's Facility is located.
12. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the States of Washington or Idaho, depending on the location of Customer's Facility, excluding any choice of law rules that may direct the application of laws of another jurisdiction.
13. Amendment and Waiver. This Agreement contains all of the terms and conditions bearing upon the subject matter and shall not be modified or varied except by written agreement executed by each of the Parties through authorized representatives. If at any time the terms hereto are not strictly adhered to or enforced, such requirements shall not thereby be deemed waived or modified, but shall at all subsequent times and dates be deemed in full force and effect.
14. Headings. The section headings in this Agreement are for convenience only and shall not be considered part of or used in the interpretation of this Agreement.
15. Attorney Fees. If any action is brought to enforce this Agreement, or in the event of any dispute arising hereunder, the prevailing Party in such action shall be entitled, in addition to any other relief, an award of reasonable attorney's fees and costs incurred in such action.
16. Order of Precedence. This Agreement consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference: the Energy Efficiency Agreement, Supplement(s), Schedules and Exhibits.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed in duplicate by the respective officers hereto, duly authorized as of the date first written below.

**Avista Corporation dba  
Avista Utilities**

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

**CITY OF COEUR D' ALENE**

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

Federal Taxpayer ID Number

\_\_\_\_\_

"Schedule A"



**Evaluation Report**

**of**

**Energy Efficiency Improvements**

**for**

**Couer D'Alene Public Library  
710 E Mullan Ave  
Couer D'Alene, ID 83814**

**Evaluation Performed by: Mike Dillon**

**September 29<sup>th</sup>, 2006**

**Disclaimer and Important Information about Avista Utilities  
Energy Efficiency Programs**

The Energy Solutions Department of Avista Utilities is dedicated to making accurate predictions associated with energy efficiency savings. However, it should be noted, that the project costs, the energy savings, as well as the incentives offered by Avista Utilities, are only estimates based on the information provided for this analysis at the time of its creation.

Actual labor and material costs will vary among vendors and contractors. To protect the integrity of the bidding process, **IT IS NOT RECOMMENDED** that you use this analysis for bid specifications or to compare vendor project costs. The purpose of this report and analysis is to give you an indication as to the viability of pursuing one or more of the energy efficiency measures that have been identified in your facility. *Avista believes the attached report is a reasonable, accurate, representation of energy usage and opportunities in your facility. However, because of the limited scope of our visits, Avista Utilities can not and will not guarantee the accuracy, completeness or usefulness of the information contained in this report nor assume any liability for damages resulting from the use of any information, equipment, method or process discussed in this report.*

If you decide to proceed with any of the measures listed, you will be selecting and working with the contractor of your choice. Avista Utilities does not recommend specific contractors or supervise the implementation of energy efficiency projects. In selecting a contractor, you should ensure the contractor is properly qualified, licensed and bonded, has references and will perform work for you in a timely manner and in accordance with applicable codes and standards.

An initial simple payback calculation is part of the analysis to determine the incentive level that your project may receive.\*\* If it is necessary for your organization to have additional economics calculations (e.g. – Return on Investment) please let your Account Executive know so additional information can be collected and evaluated to assist with your decision-making process.

*Please contact your Account Executive as soon as your project has received management approval so an Energy Efficiency Agreement can be drafted. This document is required to be in place before your project begins construction. The Agreement commits energy efficiency funding for your project and outlines the terms and conditions associated with project completion and the receipt of eligible incentives.*

Avista Utilities may conduct one or more site visits throughout the course of the project to verify the installed equipment and measure energy savings. Our purpose is only to ensure that the measures installed are as agreed upon in the above-mentioned Energy Efficiency Agreement. The final incentive may differ than what is presented in this report. The incentive is based on final project costs\*\* and verification of the equipment actually installed.

Please contact your account executive with any questions about this document or the protocol associated with Avista's efficiency programs.

**Couer D'Alene Public Library**  
**Summary of Proposed**  
**Energy Efficiency Measures**  
**Listed in order of Simple Payback**

| Option No. | Brief EEM Description | EEM Cost       | Electric kWh Savings | Demand kW Savings | Nat. Gas Therm Savings | Energy Cost Savings | Simple Payback before incentive | Potential Incentive | Simple Payback After Incentive |
|------------|-----------------------|----------------|----------------------|-------------------|------------------------|---------------------|---------------------------------|---------------------|--------------------------------|
| 1          | RTU VFD's             | <b>\$9,000</b> | <b>45,990</b>        | -                 | -                      | <b>\$2,936</b>      | <b>3.1 yrs</b>                  | <b>\$2,700</b>      | <b>2.2 yrs</b>                 |
| 2          | RTU's 82% Efficient   | <b>\$4,113</b> | -                    | -                 | <b>568</b>             | <b>\$595</b>        | <b>6.9 yrs</b>                  | <b>\$1,704</b>      | <b>4.0 yrs</b>                 |

**Scope of Work:**

- This evaluation will analyze potential energy efficiency improvements for Couer D'Alene Public Library, located at 710 E. Mullan Couer D'Alene, ID.
- This analysis was performed using Avista's VFD prescriptive program.
- The analysis assumes that VFD's will be installed according to the mechanical plans on RTU-1 and RTU-2.
- The analysis assumes that the RTU will have a heating efficiency of at least 82%.

Updated: 7/21/05 This tool requires the RateSchedules.xls spreadsheet

| Customer Information  |                |
|-----------------------|----------------|
| Coeur d'alene Library | Customer Name  |
|                       | Account Number |
| Government            | Customer Type  |
| ID11                  | Elec Rate Sch  |

| VFD Information |             |                |                  |          |
|-----------------|-------------|----------------|------------------|----------|
| Quantity        | Equip. Name | Type of System | Motor Horsepower | VFD Cost |
| 1               | RTU-1       | HVAC Fan       | 20.0             | \$4,000  |
| 1               | RTU-2       | HVAC Fan       | 25.0             | \$5,000  |
|                 |             |                |                  |          |
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| Project Summary |                              |
|-----------------|------------------------------|
| 45,990          | Estimated Annual kWh Savings |
| \$2,936         | Estimated Annual \$ Savings  |
| \$9,000         | Estimated Project Cost       |
| 3.07            | Simple Payback               |
| \$2,700         | Potential Avista Incentive   |
| 2.15            | Net Simple Payback           |



**EZ SIM BILLING ANALYSIS  
CUSTOMER INFORMATION:**

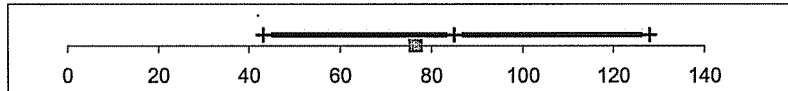
**Customer Name:** Renata McLeod  
**Company Name:** Coure D'Alene Library  
**Customer Address:** 710 E. Mullan  
**City:** Coure D'Alene  
**State/Zip:** Idaho 83814  
**Project Description:** 82 % efficient heating  
**Electric Account Number:** 0  
**Audited by:** Mike Dillon  
**Audit Date:** 01-00-1900  
 Nearest Weather Station: Spokane

**HEATING/COOLING INFORMATION:**

**Total Square Footage:** 40,026  
**Number of Stories (floors):** 2  
**Building Type:** Wood Frame  
**Energy Code:** Existing  
**Business Type:** School  
**Space Heat Fuel:** Gas or Other Fuel  
**Water Heater Fuel:** Gas or Other Fuel  
**Air Conditioning:** Yes  
**Economizer:** Yes


**Energy Usage Index (EUI)**

Weather adjusted consumption is 77 kBTU/ft2 per year for this facility  
 The low, median and high ranges of consumption are 43 85 128



| Potential Conservation Savings |                                |                             |                                   |
|--------------------------------|--------------------------------|-----------------------------|-----------------------------------|
|                                | Annual Energy Consumption, kWh | Average Demand kW per Month | Annual Energy Consumption, Therms |
| Base Case                      | 456,846                        | 93                          | 15,054                            |
| With ECMs                      | 456,846                        | 93                          | 14,487                            |
| Savings                        | 0                              | 0                           | 568                               |

**CITY COUNCIL  
STAFF REPORT**

**DATE:** March 20, 2007  
**FROM:** Christopher H. Bates, Project Manager   
**SUBJECT:** **Hawk's Nest Subdivision: Acceptance of Improvements,  
Maintenance/Warranty Agreement and Security Approval**

---

**DECISION POINT**

Staff is requesting the following:

1. City Council acceptance of the installed public improvements for the Hawk's Nest subdivision.
2. City Council approval of the maintenance/warranty agreement and security.

**HISTORY**

- a. Applicant: Tim Mueller  
Hayden, LLC  
1400 Northwood Center Court  
Coeur d'Alene, ID 83814
- b. Location: West side of Atlas Road, north of Hanley Avenue .
- c. Previous Action:
  1. Final plat approval of Hawk's Nest, November 2006.

**FINANCIAL ANALYSIS**

The developer is providing warranty security amounting to \$146,557.00 to insure the maintenance of the installed public infrastructure improvements during the one (1) year warranty period.

**PERFORMANCE ANALYSIS**

The developer has installed all of the required public improvements, 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 units 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 March 20, 2008.

**DECISION POINT 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 March, 2007 between Hayden, LLC, whose address is 1400 Northwood Center Court, Coeur d'Alene, ID 83814, with Tim Mueller as Managing Member, and, ACI Northwest, whose address is 6600 N. Government Way, Coeur d'Alene, ID 83815, with Roberta M. Bagley as Senior Vice-president, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final residential subdivision plat of Hawk's Nest, a one hundred eighteen (118) lot residential development in Coeur d'Alene, situated in the southeast quarter of Section 28, Township 51 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 "Hawk's Nest Phase I Record Drawings", signed and stamped by Ray Kimball, PE # 11617, and, dated December 22, 2006, including but not limited to: sanitary sewer system and appurtenances, water system and appurtenances, storm water swales and appurtenances, asphalt paving and roadway construction, concrete curb and gutter, concrete sidewalk and pedestrian ramps, bike trail, street lighting, signage and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of One Hundred Forty Six Thousand Five Hundred Fifty Seven and 00/100 Dollars (\$146,557.00) 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 5<sup>th</sup> day of June 2008. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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



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

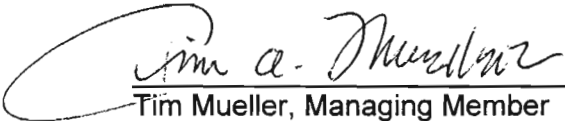
**City of Coeur d'Alene**

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

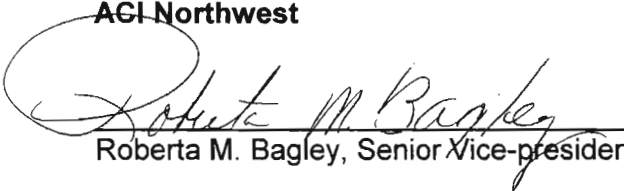
ATTEST

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

**Hayden, LLC**

  
\_\_\_\_\_  
Tim Mueller, Managing Member

**AGI Northwest**

  
\_\_\_\_\_  
Roberta M. Bagley, Senior Vice-president



Bond No. FS8361555

### MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, ACI Northwest, Inc.  
\_\_\_\_\_ as Principal,  
and the **GREAT AMERICAN INSURANCE COMPANY**, a corporation organized under the laws of the State of  
Ohio and duly authorized to transact business in the State of Idaho  
\_\_\_\_\_ as Surety, are held and firmly bound unto City of Coeur d'Alene  
\_\_\_\_\_ as Obligee, in the sum of  
One Hundred Forty Six Thousand Five Hundred Fifty Seven & No/100 (\$146,557.00) DOLLARS,  
for the payment whereof well and truly to be made, and Principal and the said Surety, bind themselves, their heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 7th day of March, 2007.

WHEREAS the Principal and the Obligee have entered into a written agreement dated the 13th  
day of March, 2007, for Hawknest  
\_\_\_\_\_ the terms of which agreement were completed and accepted the 5th day of June  
\_\_\_\_\_, 2008; and

WHEREAS the Principal has given a One year maintenance guarantee under said agreement or otherwise against defective materials and workmanship.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall well and truly comply with such guarantee, then this obligation to be void; otherwise it shall remain in full force.

PROVIDED that no right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein; and

PROVIDED FURTHER that the Surety shall have no liability under this bond unless the Obligee shall give written notice of claim of the Principal's failure to comply with such guaranteed to the Surety at its Administrative Office at 580 Walnut Street, Cincinnati, Ohio 45202 such notice to be given within the One year year maintenance period.

ACI Northwest, Inc.  
  
\_\_\_\_\_  
Principal

Countersigned:  
  
By: \_\_\_\_\_  
*Resident Agent*

**GREAT AMERICAN INSURANCE COMPANY**  
  
By:   
\_\_\_\_\_  
*Attorney-in-Fact*  
Jo Ann Mikkelsen,

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FIVE

No. 0 13832

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

| Name                   | Address    | Limit of Power  |
|------------------------|------------|-----------------|
| WALTER W. WOLF         | ALL OF     | ALL             |
| JUDITH A. RAPP         | SPOKANE,   | \$75,000,000.00 |
| JO ANN MIKKELSEN       | WASHINGTON |                 |
| JUDITH C. KAISER-SMITH |            |                 |
| JAMES E. MAJESKEY, II  |            |                 |

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9<sup>th</sup> day of, MAY, 2006.

Attest

GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (513-369-3811)

On this 9<sup>th</sup> day of MAY, 2006, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

RESOLVED: That the Division President, the several Division Vice Presidents and Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION


I, RONALD C. HAYES, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this 7<sup>th</sup> day of, March, 2007.

Re: Resolution No. 07-024

EXHIBIT "3"

**CITY COUNCIL  
STAFF REPORT**

**DATE:** March 20, 2007  
**FROM:** Christopher H. Bates, Project Manager   
**SUBJECT:** Riverstone West Subdivision: Acceptance of Improvements,  
Maintenance/Warranty Agreement and Security Approval

---

**DECISION POINT**

Staff is requesting the following:

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

**HISTORY**

- a. Applicant: John Stone  
Riverstone West, LLC  
104 S. Division St.  
Spokane, WA 99202
- b. Location: North side of Riverstone Drive in the Riverstone commercial development.
- c. Previous Action:
  1. Final plat approval of Riverstone West, April 2006.

**FINANCIAL ANALYSIS**

The developer is providing warranty security amounting to \$145,256.00 to insure the maintenance of the installed public infrastructure improvements during the one (1) year warranty period.

**PERFORMANCE ANALYSIS**

The developer has installed all of the required public improvements, 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 units 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 March 20, 2008.

**DECISION POINT 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 13 day of March, 2007 between Riverstone West, LLC, an Washington limited liability company, whose address is 104 S. Division Street, Spokane, WA, 99202, with Bryan Stone as Member, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final residential subdivision plat of the Riverstone West subdivision, a six (6) lot commercial development, situated in a portion of the Northeast ¼ 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 "Riverstone West Phase I Record Drawings", signed and stamped by Robert M. Tate, PE # 6896, and, dated September 20, 2006, including but not limited to: sanitary sewer system and appurtenances, water system and appurtenances, storm water swales and appurtenances, asphalt paving and roadway construction, concrete curb and gutter, concrete sidewalk and pedestrian ramps, street lighting, signage and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of One Hundred Forty Five Thousand Two Hundred Fifty Six and 00/100 Dollars (\$145,256.00) 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 20<sup>th</sup> day of March 2008. 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.

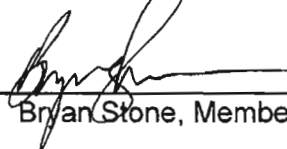
Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Owner. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further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

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

ATTEST

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

Gary Van Assen  
Senior Vice President & Regional Manager

March 13, 2007

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”

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 104 South Division Street, Spokane, Washington 99202-1562. Said draw shall not exceed United States funds in the amount of One Hundred Forty Five Thousand Two Hundred Fifty Six and No/100 Dollars (U.S.\$145,256.00). 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 to Perform Subdivision Work dated April 4, 2006 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.

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

The terms of this set-aside are subject to the release of the existing set-aside in the amount of Five Hundred Thirty Eight Thousand Seven Hundred Ten and no/100 Dollars (U.S.\$538,710.00).

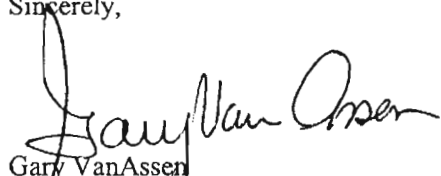
*gvanassen@watrust.com*  
Income Property Department

Washington Trust Financial Center  
P.O. Box 2127, Spokane, Washington 99210-2127

(509) 353-3822  
Fax (509) 354-1709

Upon release of the above existing set-aside, the terms of the new set-aside shall be duly honored on due presentation to Washington Trust Bank for the full term of the Agreement to Perform Subdivision Work dated April 4, 2006. A complete copy of this Agreement will be provided to the Bank upon final approval by the City of Coeur d'Alene. 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 Van Assen  
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

*gvanassen@watrust.com*  
Income Property Department

Washington Trust Financial Center  
P.O. Box 2127, Spokane, Washington 99210-2127

(509) 353-3822  
Fax (509) 354-1709



CITY COUNCIL

DATE: March 13, 2007  
FROM: Bette Ammon, Library Director  
RE: Declaring Certain Library property surplus

---

DECISION POINT: Would City Council declare certain library property surplus and authorizing staff to dispose of property.

HISTORY: In 1996 the Library purchased a rebuilt Canon copier (City property bar code # 1203). The date of manufacture isn't clear but the owner's manual is dated 1991.

PERFORMANCE ANALYSIS: The copier, located in the Children's department, is not repairable. Parts are no longer available and the copier itself is of no dollar value.

DECISION POINT:

Staff requests that the City Council declare the copier to be surplus property and to authorize the Library to dispose of it.

**General Services Committee  
Staff Report**

Date: March 7, 2007  
From: Steve Anthony  
Subject: Permission to seek Grant from Panhandle Area Council.

**DECISION POINT:**

To authorize staff to apply for a Grant from KMPO and PAC for a new handicap accessible van prior to March 20<sup>th</sup> 2007.

**HISTORY:**

The City has two 12 passenger vans that are used by our Special Needs Recreation Program -- a 1987 Ford, and a 1999 Ford. Neither van is handicap accessible.

**FINANCIAL IMPACT:**

PAC will prepare the grant application. The city's match would be approximately 20%, or \$11,300.00. The Recreation Department has budgeted \$21,000.00 in the 2007/2008 Vehicle Replacement Fund to replace the 1987 Ford Van. This vehicle would be more stable and handicap accessible.

**PERFORMANCE ANALYSIS:**

A new van would allow children confined to a wheel chair to participate in more of our Special Needs Recreation activities. City departments would have access to use the van during the day Monday through Friday. This would be a perfect opportunity to acquire a new van at a fraction of the cost.

**RECOMMENDATION:** To apply for a Grant from KMPO and PAC for a new handicap accessible van.

# Universal

Series



## Meeting the Challenge!

When it comes to meeting tough requirements for performance, reliability and passenger comfort, the UNIVERSAL addresses all your concerns, whatever your transportation needs! Up to 25 passengers can travel in solid, quiet comfort with an interior styled to meet your specific application requirements.

Steel-Safe construction wraps passengers in strength and comfort. The UNIVERSAL is designed to accommodate a variety of applications without sacrificing quality. With many standard features and hundreds of options, you can have the rugged durability of an all-steel bus at an affordable price.

| Specifications  |                                               |
|-----------------|-----------------------------------------------|
| Chassis         | Ford E350/E450 Super Duty                     |
| On Wheelbase    | 138"/158"/176"/186"/190"                      |
| Engine          | Gas: 5.4 V-8, 6.8 V-10 Diesel: 6.0            |
| Transmission    | E40D-4 Speed<br>5 Speed Auto O/D (6.0 Diesel) |
| Tires           | Wide Profile Radial                           |
| Exterior Height | 111"                                          |
| Exterior Width  | 96"                                           |
| Interior Height | 78"                                           |
| Interior Width  | 92"                                           |
| Length          | 21'/22'/24'/25'                               |
| GVWR            | 10,700/11,500/14,050                          |

"Steel-Safe" construction wraps passengers in strength and comfort. The subfloor of welded square tube steel is covered with 5/8" pressure-treated MarineTech plywood. A welded steel cage frame is filled with solid-block dense foam insulation and vacuum-laminated to a galvanized steel exterior skin

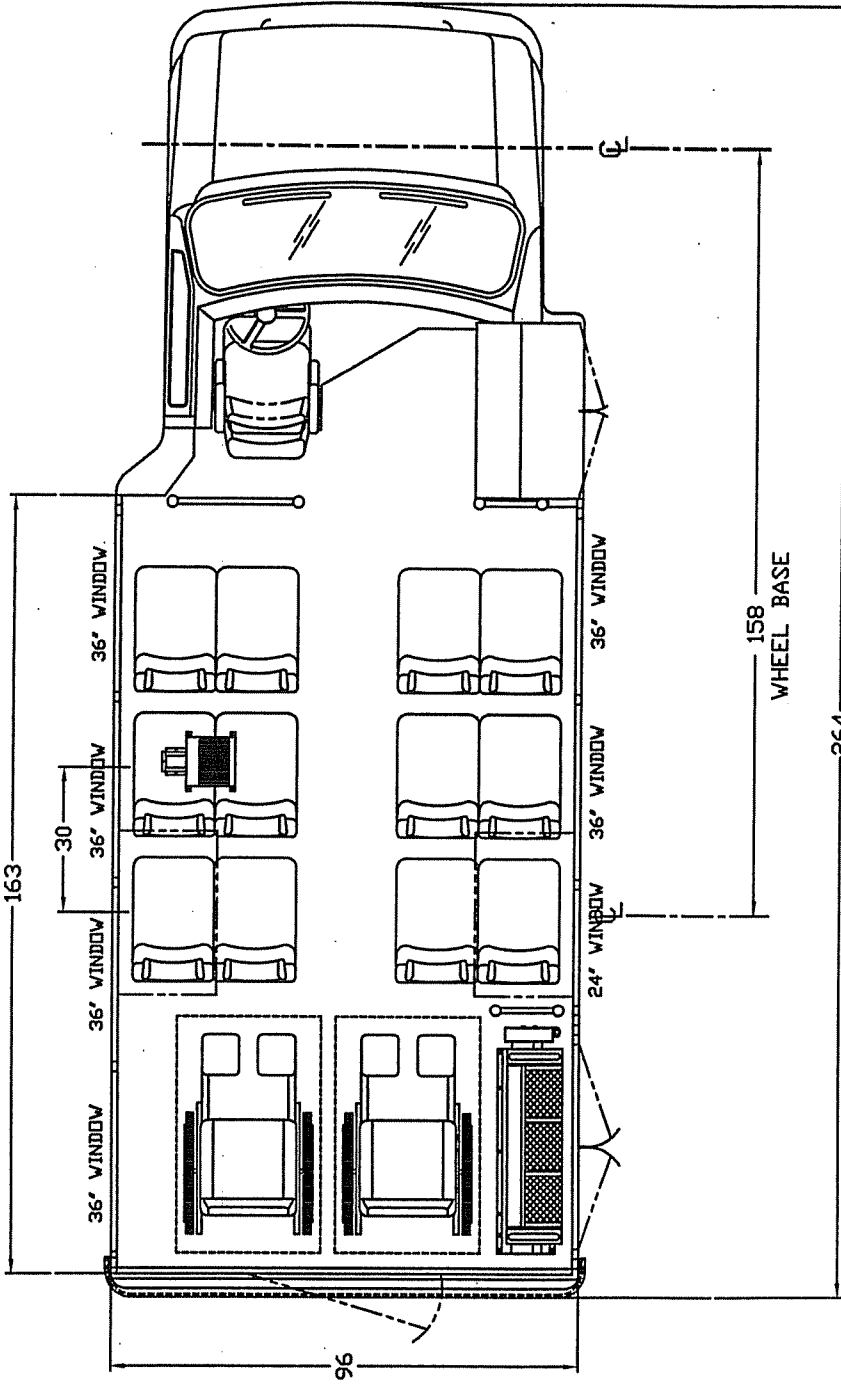
**Altoona Tested**  
7 Year/200,000 Mile

and an interior wall of vinyl-covered luan for the side and rear walls that give you the durability and strength you need. Glaval buses have a 5 year/100,000 mile limited warranty.

**Glaval Bus**  
A Division Of Forest River, Inc.



\*Specifications subject to change without notice

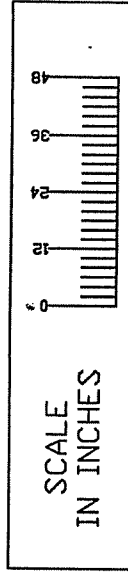


DEALER APPROVAL

APPROVED

\_\_\_\_\_  
CUSTOMER SIGNATURE

E-450 14,050 GVWR DIESEL ENGINE



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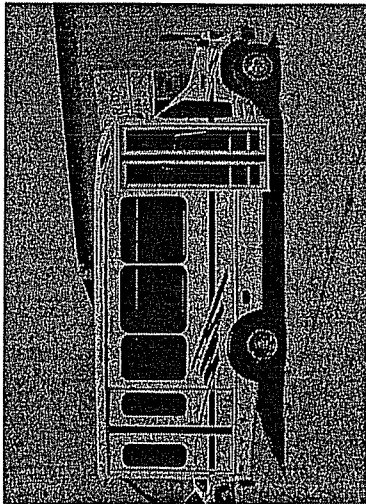
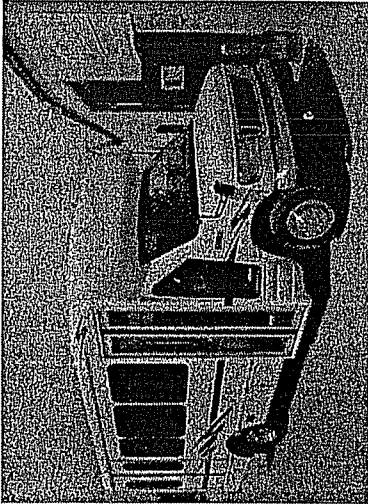
|                       |    |                                                                            |                              |                                          |
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|                       |    | <b>STARCRRAFT AUTOMOTIVE INC.</b><br><b>BUS &amp; MOBILITY DIVISION</b>    |                              |                                          |
|                       |    | TOLERANCE UNLESS OTHERWISE SPECIFIED<br>WOOD ± 1/8" ± 1/16"<br>± 1" ± 1/2" | DATE: 01/23/04<br>DFTSN: MDK | TITLE:<br>13/2 WC PASS, 158WB FORD       |
| DESCRIPTION OF CHANGE | BY | CHK                                                                        | DATE                         | ECN No.                                  |
| REV. LET.             |    |                                                                            |                              | DISK No. QUTE2173C<br>SCALE SHEET 1 OF 1 |



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## 2006 Ford E-350 Allstar

- 12 Passenger Plus 2 Wheelchair Positions
- 4 Speed Automatic W/Overdrive
- 158' Wheelbase
- 5.4L V-8 Gas Engine
- Exterior – White w/Blue Graphics
- Interior – Vinyl Seat Cushions, Cloth Seat Backs – Blue
- Fast Idle
- "Starview" Driver Visibility Window
- 200 Amp Alternator
- AM/FM/CD Player W/4 Speakers
- Steel Cage Construction in Sidewalls, Rear Wall, Roof, Over Driver, & in Floor
- Aluminum Sidewalls & Rear Wall
- Aerodynamic Fiberglass Front
- Steel Wheel Wells
- Ceiling Fabric For Sound Proofing
- All Rubber Floor W/Ribbed Rubber Aisle Undercoating
- Insulation In Roof, Sidewalls, Rear Wall
- Seat Tracking on Floor & Sidewall
- Steel Rear Bumper
- FRP Sidewalls For Easy Cleaning
- Auto Resettable Circuit Breakers in Easily Accessible Area
- Stainless Steel Wheel Inserts
- Battery Compartment W/Tray
- Rear Mud Flaps
- Driver's Side Running Board
- Stepwell Entry Door Light
- 53,000 BTU Air Conditioner
- 35,000 BTU Heater
- Electric Operated Passenger Doors W/External Key Switch
- Switch Panel Within Driver's Reach
- Braun Century 919 Wheelchair Lift
- Double Wheelchair Doors
- Driver Seat – High Back, Recliner, Armrest, Lumbar
- Sur-Lok Belt Storage Pouches
- FF522S Tie Downs – 2 Sets
- Convex Driver/Passenger Mirror
- Passenger Assist Rails – Both Sides of Entry Steps
- Mid High Seats
- Armrests On Aisle Seats
- Grab Handles On Aisle Seats
- Entry Door Clear Opening – 32" Width
- Entry Door Clear Opening – 81.5" Height
- Rear Center Mount Brake Light
- Mid Ship Turn/Marker Lights
- Incandescent Lighting
- One-Piece Seamless Roof
- Wide angle Fresnal lens
- T-Slider Windows
- Seat Belts
- Stanchions & Modesty Panel – curbside
- Red Lights Over Emergency Exits
- Safety Package Including:
  - o Fire Extinguisher
  - o First Aid Kit
  - o Emergency Triangle Kit



# CITY COUNCIL STAFF REPORT

**DATE:** February 26, 2007  
**FROM:** Tim Martin, Street Superintendent  
**SUBJECT:** **REPORT OF PURCHASE OF A 2-TON CAB AND CHASSIS  
DE-ICER TRUCK/ WITH PLOW**

---

## **DECISION POINT:**

The purpose of this report is asking for Council approval and to provide information on the purchase of a new 1/2 ton 4x4 pickup truck on the purchase of a new 2 ton 4x4 Cab and Chassis truck that will be a critical asset in all aspects of the Street Department mission

## **HISTORY:**

The Street Department's Capital Vehicle Replacement Plan for 2006-2007 authorizes the purchase of a 2 ton 4 x 4 truck. Competing quotes for this were sent to four local dealers. We received 2 responses back.

## **PERFORMANCE ANALYSIS**

It has been determined that a new 2 ton 4x4 Ford truck from Lake City Ford is the most favorable quote and will best meet our requirements.

## **FINANCIAL ANALYSIS**

Quotes for a new 2 ton 4x4 truck were obtained from four area vendors as follows:

| <u>Dealer</u>          | <u>Truck</u>                                                           | <u>Quote</u> |
|------------------------|------------------------------------------------------------------------|--------------|
| (1) Robideaux Motors   | \$34,800.00                                                            | \$34,800.00  |
| (2) Lake City Ford     | \$28,703.77                                                            | \$28,703.77  |
| (3) Tom Addis Dodge    | NO RESPONSE                                                            |              |
| (4) Knudtsen Chevrolet | NOT AUTHORIZED BY CHEVROLET TO SUPPLY<br>VEHICLE OF THIS SPECIFICATION |              |

The quote from) Lake City Ford for a new 2 ton 4x4 (F-550) truck chassis is the lowest quote received. The) Lake City Ford quote is the most favorable and meets the Street Department's specifications.

## **QUALITY OF LIFE**

The improved technology will translate to more reliable application of de-icer chemicals in the winter with thus resulting in improved safety for motorists. This purchase will allow us the flexibility to stay equipped and provide quality service to the citizens of Coeur d'Alene

## **DECISION POINT:**

The purpose of this report is to provide Council information and consent on the purchase of a new 2 ton 4x4.

# ANNOUNCEMENTS

OTHER COMMITTEE MINUTES  
(Requiring Council Action)





# CITY OF COEUR D'ALENE

## PARKS DEPARTMENT

CITY HALL, 710 E. MULLAN AVENUE  
COEUR D'ALENE, IDAHO 83816-3964  
208-769-2252 – FAX 208-769-2383

### **PARKS & RECREATION COMMISSION MINUTES MARCH 12, 2007 - 5:30 P.M. COUNCIL CHAMBERS–CITY HALL**

#### **MEMBERS PRESENT:**

Lee Shellman, Chairman  
Scott Cranston, Vice Chairman  
Al Hassell, Council Liaison  
Dave Patzer  
Mike McDowell  
Jim Lien  
Bridget Hill  
Aaron Johnson, Student Rep

#### **STAFF PRESENT:**

Doug Eastwood, Parks Director  
Steve Anthony, Recreation Director  
Jackie Carbone, Parks Secretary  
Monte McCully, Trails Coordinator

#### **GUESTS PRESENT:**

Gerald Dale

#### **MEMBERS ABSENT:**

Elizabeth St. John, Alt. Student Rep

**CALL TO ORDER:** Chairman Shellman called the meeting to order at 5:30 pm.

#### **1. Roll Call**

Eight members present and one member absent, resulting in an official quorum.

#### **2. PLEDGE OF ALLEGIANCE**

Commissioner Hassell led the Pledge of Allegiance.

#### **3. APPROVAL FEBRUARY 12, 2007, MINUTES**

Motion was made by Commissioner Cranston to approve the February 8, 2007, minutes with edits. Change "**Cost to replace the 3 courts at each site would be \$60,000 for a total cost of \$120,000.**" to read "**Cost to replace the 3 courts at each site would be \$20,000 each for a total cost of \$120,000.**" Motion was seconded by Commissioner McDowell. Motion passed.

#### **4. STAFF COMMENTS**

Doug Eastwood, Parks Director, announced that a prescribed burn is planned for Tubbs Hill in the next couple of weeks if the weather cooperates. The burn will cover about 50 acres on the south and west sides. The last burns were in 2000 and 2002. Since 2002, the weather has not allowed a burn to take place. The temperature must be over 50 degrees with dry conditions for several days. Burning the hill is necessary to reduce the ladder fuel and also to reduce the Douglas Fir trees to allow the native Ponderosa Pine to germinate. IDL and other local agencies will assist with the burn, as they have done in the past, and will be able to use it for training purposes.

The February issue of the National Recreation & Parks Association magazine featured our Cherry Hill Memorial Playground giving it national exposure. Also, he announced

that other agencies, such as IDPR, Kootenai County, and BLM, have imposed user fees (commercial and non-recreational) for their docks and ramps on Coeur d'Alene Lake. In light of this, the city needs to address changing and/or raising fees to discourage increased commercial usage at our docks and ramps. The fee changes must be presented at a public hearing and, hopefully, be in place by Memorial Day. This issue will be on the regular Parks and Recreation Commission agenda on April 9, 2007.

Steve Anthony, Recreation Director, reported on current programs. There are two weeks left for 1<sup>st</sup> & 2<sup>nd</sup> grade soccer signups. Competitive soccer is held in January and February and 3<sup>rd</sup> -8<sup>th</sup> grade soccer will be in the Fall.

An AAU tournament will be held in Coeur d'Alene this weekend for teams throughout the northwest. There have been many compliments from visiting teams regarding the excellent quality of the facilities in Coeur d'Alene.

Swim lessons start on March 12 and are held on Mondays and Wednesdays at the McGrane Center. The classes are full with a total of 132 participants. There are 17 teams this season for spring basketball. He also mentioned that the new lighting in our fields has certainly increased their usage.

#### **5. COMMISSION COMMENTS**

There were no commission comments.

#### **6. PUBLIC COMMENTS**

There were no public comments.

#### **7. CONFLICT OF INTEREST DECLARATION**

There were no conflicts of interest declared.

#### **8. BMX FREE STYLE**

Monte McCully, Trails Coordinator, presented a request to change Ordinance 10-40-030, Section D, of the city's Municipal code to allow bicycles in a paved area next to the Skate Park. He explained that there are many freestyle BMX riders that have no place to recreate in our city. They must go to other cities to use their BMX facilities. The BMX Freestyle sport requires ramps and other amenities similar to those in the Skate Park. Currently bicycles are not allowed in the Skate Park.

There is a large, city-owned, rectangular-shaped area next to the Skate Park that was once used for in-line skating. The area has not been used for quite a while and would be a suitable place for a BMX Freestyle Park. The BMX Freestyle user group has expressed their desire to utilize this area and have agreed to repair and maintain the facility, including graffiti removal. Monte introduced a representative from the BMX Freestyle user group.

Gerald Dale, 582 Idahline Rd, Apt 58, Post Falls, spoke on behalf of the user group. He worked with others in the group to hold a fund-raiser at the Skate Park to raise funds towards a BMX freestyle park. Similar to the skateboarders, this group would like to work with the city in developing and maintaining such a park. He showed a short

video with people speaking in support of a facility and of actual BMX freestylers demonstrating their sport with various types of ramps and amenities.

Commissioners asked several questions of Gerald regarding policing the activities at this proposed location. Gerald explained that they plan to follow the same guidelines as the users at the Skate Park by picking up the trash and keeping the noise down. Commissioner Shellman expressed the need to wear helmets and Gerald agreed. Commissioner Lien asked if that facility was large enough for BMX freestyle activities. Gerald replied that the 70' x 140' space was plenty large enough for the ramps they would be using. Commissioner Shellman voiced concern on how they would monitor cross-over users, i.e. skaters in the BMX area. Gerald explained that the same rules should apply to the skaters as the BMXers. Ordinance does not allow bicycles in the Skate Park so skaters should not use the BMX park primarily for safety reasons.

Gerald went on to talk about their future fund-raising efforts to raise the money to initiate the development of the park and add the various amenities. He would like to have at least four more fund-raising events this summer at this new location and possibly even branch out into other cities. The Recreation Department is requesting some funding in next year's budget for BMX amenities.

Commissioner Hill was concerned about the increased noise and activity near a residential area. She was assured that the Skate Park has not created any problems in the area. Commissioner Patzer expressed concern that the conflict between skaters and BMXers may worsen without rules and regulations. He requested that a contingency be added to the motion to the City Council to require that the user group provide a plan with a budget and time frame for developing this park.

**Motion was made by Commissioner McDowell to forward a recommendation to the City Council to change ordinance 10.40.030, Section D in order to allow bicycles in a paved, rectangular portion of Memorial Park adjacent to the Skate Park contingent upon the BMX user group providing a plan and a time line for development of the park. Motion was seconded by Commissioner Cranston. Motion passed unanimously.**

## **9. ARTS MASTER PLAN UPDATE**

Steve Anthony, Recreation Director, reported on the status of the Arts Commission's Art Master Plan for the city which is being prepared to create awareness of the value of art. Arts Commission projects have been funded by the city since June 1, 1999, with 1.33% of the funding for all capital improvements projects being given to the Commission. Steve gave a power point presentation showing the various pieces of art around the city. Most of the art in Coeur d'Alene is on public property. Boise and Coeur d'Alene are the only cities in Idaho that have an Arts Master Plan. The final Master Plan will be presented on a poster that can be put on display for all to see instead of in a brochure or booklet format.

Steve also showed a short video of the proposed art pieces for the new library. There will be a rock fountain outside in front of the library and a "kinetic" free-flowing, aluminum sculpture hanging from the ceiling inside the main entrance.

## **10. EVOLUTION OF DOG PARKS**

Doug Eastwood presented information that he has collected regarding the development and maintenance of a dog park. The need for a dog park in Coeur d'Alene has become very apparent both through surveys done by our Master Plan

consultant and comments from many citizens. Currently the city has neither the land nor the money available for this type of park. He showed a power point presentation with examples of dog parks in other cities and explained the pros and cons of each. Some of the valuable information collected included splitting the park into two sections so that one can be used while the other is being "brought back to life." He has discovered that the amount of time and money to maintain a dog park is equal to maintaining a sports field. Also he found that the park users generally take very good care of the park. Since the dog owners want to be inside the park with their dog their comfort must be a consideration such as shade, water and restroom facilities.

He estimated that the park needs to be four or five acres and, at \$2.50/sf to develop, would cost approximately \$500,000.00 to build. Annual operating and maintenance expense would be about \$14,000.00. We will be further addressing this during the master planning process.

#### **11. WORKSHOP—MARCH 26, 2007**

There will no workshop on March 26, 2007.

#### **Commission Comments**

Commissioner Shellman asked Doug about the water conservation system that is being installed in a couple of our parks. Doug explained that this water conservation system is designed to recognize breaks in the lines and turn off the system while notifying the staff of the problem. It can also monitor the amount of moisture in the soil and will adjust the watering as needed. The controls of this new system can also automatically lock buildings in the park each night and control field lighting. Boise has been using this system for several years and has experienced a 30% reduction in water consumption.

Commissioner Hassell asked about the status of the Master Plan. Doug answered that it is progressing and the final plan will probably be ready sometime in August. Once the draft is complete it will need to be reviewed by the Parks & Recreation Commission and sent on to Council for final adoption.

Commission Patzer asked about the status of the North Pines Park. Doug reported that the grading and paving bid should be awarded at the April 3 City Council meeting and the park should be completed by the 4<sup>th</sup> of July. Also, the Riverstone park and pond should be complete sometime in July.

Motion was made at 6:55 pm by Commissioner Cranston to adjourn the meeting. Motion was seconded by Commissioner Hill. Motion passed.

Respectfully submitted by Jackie Carbone, Parks Secretary

**NEXT MEETING: Monday, April 9, 2007—5:30 pm in Council Chambers**

**PARKS AND RECREATION COMMISSION  
STAFF REPORT**

**DATE:** March 12, 2007  
**FROM:** Monte McCully, Trails Coordinator  
**SUBJECT: BMX FREESTYLE PARK**

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**DECISION POINT:**

Recommend change in ordinance 10.40.030 section D in order to allow bicycles in the paved, rectangular portion of Memorial Park.

**HISTORY:**

BMX Freestyle has been a popular sport since the late seventies and been growing in popularity ever since due to the sport being featured in the X games and the relatively low cost for beginners. A BMX Freestyle park is different than a BMX track as ramps are used that are similar to a skate park. BMXers and Skaters tend to use the same type of areas for their respective sports, but bicycles are not allowed in our skate park for various reasons. So BMXers have to travel to other cities to use BMX facilities. This section of Memorial Park that had been used for in-line skating is not being utilized for that activity. This is an ideal location for a BMX park.

**FINANCIAL ANALYSIS:**

The Recreation Department is requesting funding for some BMX amenities in the upcoming fiscal budget. The user group will take on the responsibility of raising funds to complete the park and to initiate the development if funds are not allocated. Previous discussions with the user group have indicated that they will repair and maintain the amenities and remove any graffiti. We do not know what the cost will be but personnel time to monitor the site for litter, trash, minor repairs, etc. will be a factor.

**PERFORMANCE ANALYSIS:**

Allowing bicycles in the rectangular portion of Memorial Park will give users a place to recreate without overcrowding the current skate park or participating in their sport on the street or at other unapproved sites.

**DECISION POINT RECOMMENDATION:**

Recommend change in ordinance 10.40.030 section D in order to allow bicycles in a paved, rectangular portion of Memorial Park adjacent to the Skate Park.

c. *Steve Anthony*  
*Doug Eastwood*  
*Captain Childers*

**GENERAL SERVICES COMMITTEE  
MINUTES**

March 12, 2006

4:00 p.m., Council Chambers

**COMMITTEE MEMBERS PRESENT**

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

**COMMITTEE MEMBER ABSENT**

Ron Edinger

**STAFF PRESENT**

Victoria Bruno, Project Coordinator  
Renata McLeod, Project Coordinator  
Steve Anthony, Recreation Director  
Mike Gridley, City Attorney  
Troy Tymesen, Finance Director  
Wendy Gabriel, City Administrator

**Item 1. Grant Writer Services / Amended Costs for City's Share.  
(Resolution No. 07-025)**

Victoria Bruno is requesting approval to amend costs for the City's portion of the shared grant writer based on the March 2007 revision of the Memorandum of Agreement. This year the city received a total of 99.46% of all grant funds requested which amounted to \$60,518,261. As a result the City will share a much larger portion of the grant writer's [Elaine Smith] salary as the MOA outlines. Victoria added that along with the difference in the proportion that the city will be paying, the grant venture partners agreed that based on work and the kinds of raises given in both PAC and the City, they are suggesting a 10% salary raise for Ms. Smith. Her salary last year was approximately \$42,000. This year it will be \$46,388.10. A 1.4692 multiplier equates to PAC's overhead salary administration costs (i.e. health care benefits, retirement, workers comp., etc.). The city will be responsible for \$71,704.10. Victoria reported that at the end of this fiscal year the budget line for the grant writer will be above budget \$3,337 which includes both expenditures for the raise and the difference in funds.

**MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 07-025 approving the amended Memorandum Of Agreement with the Lake City Development Corporation, the Human Rights Education Institute, the Library Foundation, and the Panhandle Area Council.**

**Item 2. Energy Efficiency Agreement / Avista Utilities.  
(Consent Resolution No. 07-024)**

Renata McLeod is requesting approval to enter into an Energy Efficiency Agreement with Avista Utilities for the new Coeur d' Alene Public Library. Renata reported that staff has been in discussions with representatives at Avista regarding energy efficiencies at the new library. The mechanical units called out in the bid and specifications for the library qualify the City for an Energy Efficiency reimbursement from Avista. Based on the calculations from Avista, it is estimated that the City will receive an incentive of \$4,404 for the variable frequency drive roof mounted heating system.

**MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 07-024 authorizing an energy efficiency agreement with Avista Utilities for the new Coeur d' Alene Public Library.**

**Item 3.** Grant Application / KMPO/PAC for new Special Needs Recreation van.  
**(Consent Calendar)**

Steve Anthony is requesting authorization for staff to apply for a grant from KMPO and PAC for a new handicap accessible van. Steve reported that the city has two 12 passenger vans [1987 & 1999 Fords] that are used by the Special Needs Recreation Program [SNRP]. Neither van is handicap accessible. The city's match will be approximately 20% or \$11,300. Staff budgeted \$21,000.00 in the 07/08 FY to replace the 1987 Ford Van therefore they propose the 20% be taken from this allocation. Steve added that a new van would allow children confined to a wheel chair to participate in more SNRP activities as well as use during the weekdays by city departments.

**MOTION: THE COMMITTEE is recommending that the City Council authorize staff to apply for a Grant from KMPO and PAC for a new handicap accessible van.**

The meeting adjourned at 4:15 p.m.

Respectfully submitted,

**DEANNA GOODLANDER, Chairman**

Juanita Van Cleave  
Recording Secretary

**General Services Committee  
STAFF REPORT**

**DATE:** March 12, 2007  
**FROM:** Victoria C. Bruno, Project Coordinator  
**SUBJECT:** Amended Costs for Shared Grant Writer

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**DECISION POINT:**

The City Council is respectfully requested to approve/recognize the amended costs for the city's portion of the shared grant writer based on the March 2007 revision of the Memorandum of Agreement (attached).

**HISTORY:**

The City of Coeur d'Alene was formerly part of an MOA with LCDC and the HREI. Two new entities joined the MOA in December 2003, and the city is now splitting the cost between five instead of between three entities.<sup>1</sup> In the MOA, it states, "Each Party will commit to fund the Program for three years, with each Party funding the first two years of the Program's annual cost ...[split five ways] (annual percentages for the first two years are fixed unless the Parties agree to partner with an additional entity...)." Costs for the third year, and every year after, would be based on a formula tied to grant proceeds realized by each Party.

**FINANCIAL ANALYSIS 2006 -07:**

The annual base salary for the grant writer position, as of March 2007, is \$46,388.10. The Program's total estimated annual salary cost is \$68,153.40 (\$46,388.10 \* 1.4692). The 1.4692 multiplier equates to PAC's overhead salary administration costs (i.e. health care benefits, retirement, workers comp., etc.). Additionally, the Parties agree to pay for relevant monthly administrative costs incurred by PAC associated with the Grant Writer position (e.g. copier, telephone, internet access, office supplies), estimated at \$120/month, \$1,440/year, and for appropriate workshops and training sessions, estimated at \$2,500/year. Therefore, the estimated total annual Program cost for budgeting purposes is \$72,093.40 (\$68,153.40 + \$1,440 + \$2,500).

As stated above, in the third year (and every year after the third year), cost contribution per Party will be determined by a formula tied to grant proceeds realized by each Party (i.e. a Return on Investment [ROI] based approach - specific Party grant \$ received / total Program grant dollars) \* \$72,093.40.

Now in the fifth year of funding, calculation per Party is: (see attached EXCEL sheet):

|                   |        |                    |                             |
|-------------------|--------|--------------------|-----------------------------|
| <u>Institute:</u> | 0      | X <u>72,093.40</u> | = 0                         |
| <u>LCDC:</u>      | 0      | X <u>72,093.40</u> | = 0                         |
| <u>City:</u>      | 99.46% | X <u>72,093.40</u> | = \$71,704.10               |
| <u>Foundation</u> | .26 %  | X <u>72,093.40</u> | = \$187.44                  |
| <u>PAC</u>        | .28 %  | X <u>72,093.40</u> | = \$201.86                  |
| <b>Total</b>      |        |                    | = <b><u>\$72,093.40</u></b> |

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<sup>1</sup> Since November 2005, HREI has been on hiatus from the Grant Venture Partnership, due to changes within its organization. When HREI elects to end its hiatus, its monetary contribution will be what was agreed upon in the November 16, 2005 amendment (\$197.36 per month for six months).



The Parties shall be responsible for payment to PAC for their respective proportionate share of the Program funding on a monthly basis, as billed by PAC.

**PERFORMANCE ANALYSIS:** Many city departments have already benefited from having outside grant writing support, most specifically Fire, Streets, Parks, and Administration (Kroc Grant).

**QUALITY OF LIFE ANALYSIS:**

The city has benefited greatly from sharing this grant writing position.

**DECISION POINT/RECOMMENDATION:**

The City Council is respectfully requested to approve/recognize the new, increased amount the city is responsible for as per the amended MOA with the Lake City Development Corporation (LCDC), the Human Rights Education Institute (HREI), the Library Foundation, and the Panhandle Area Council (PAC).

RESOLUTION NO. 07-025

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A MEMORANDUM OF AGREEMENT WITH THE CITY OF COEUR D' ALENE, THE LAKE CITY DEVELOPMENT CORPORATION, THE HUMAN RIGHTS EDUCATION INSTITUTE, INC., THE COEUR D' ALENE PUBLIC LIBRARY FOUNDATION, INC. AND THE PANHANDLE AREA COUNCIL REGARDING THE DEVLEOPMENT OF A SHARED GRANT WRITER PROGRAM.

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to execute a Memorandum of Agreement among the Coeur d' Alene public-oriented entities listed above regarding the development of a Shared Grant Writer Program and the hiring of grant writer for said Program, a copy of which Memorandum of Agreement is attached hereto as Exhibit "1" and by reference made a part hereof; and; NOW, THEREFORE,

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

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

DATED this 20<sup>th</sup> day of March, 2007.

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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 GOODLANDER Voted \_\_\_\_\_

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

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

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

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

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

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

**GRANTWRITER INITIATIVE as of 12/31/2006**

| PROPOSAL TO                  | FOR            | DATE       | REQUESTED         | PROJECT                | \$ Awarded        | % \$ request | % awarded  |
|------------------------------|----------------|------------|-------------------|------------------------|-------------------|--------------|------------|
| <b>2003</b> NWCDI            | PAC-training   | 6/15/2003  | \$ 500            | scholarship to CDI     | \$ 500            | 100%         |            |
| Paul Allen Found.            | CDA-LCSC       | 9/30/2003  | 60,000            | Senior Center          | -                 | 0%           |            |
| Kootenai Elec. Trust         | CDA-SNR        | 10/14/2003 | 1,500             | Camp Allstars          | 1,000             | 67%          |            |
| Stimson-Miller               | CDA-SNR        | 10/15/2003 | 2,500             | Camp Allstars          | 2,500             | 100%         | <b>75%</b> |
| <b>2004</b> CMAQ**           | CDA-Streets    | 1/2/2004   | 140,000           | Street Sweeper         | 140,000           | 100%         |            |
| CMAQ**                       | PAC-Pinehurst  | 1/2/2004   | 85,000            | Flusher/Deicer truck   | 85,000            | 100%         |            |
| ID Community Fdn             | CDA-SNR        | 1/15/2004  | 5,000             | Camp Allstars          | 2,000             | 40%          |            |
| ID Community Fdn             | HREI           | 1/15/2004  | 5,000             | MLKing Day             | -                 | 0%           |            |
| ID Community Fdn             | CDAPLF         | 1/15/2004  | 1,000             | Endorse bldg proj      | 1,000             | 100%         |            |
| ID Community Fdn             | CDA - LCSC     | 1/15/2004  | 1,224             | LCSC meat slicer       | 1,224             | 100%         |            |
| WIF                          | CDA-Parks      | 1/31/2004  | 50,000            | 3rd St. Docks          | 50,000            | 100%         |            |
| Ironman CdA Fund             | CDA-SNR        | 3/15/2004  | 3,000             | Camp Allstars          | 500               | 17%          |            |
| Staples Found                | CDA-SNR        | 4/2/2004   | 5,000             | Camp Allstars          | -                 | 0%           |            |
| United Way**                 | CDA-SNR        | 4/9/2004   | 4,400             | Camp Allstars          | 8,000             | 182%         |            |
| Insty-Prints                 | CDA-SNR        | 5/5/2004   | 1,000             | printing project       | 500               | 50%          |            |
| Coldwater Creek              | CDA-LCSC       | 5/5/2004   | unspecified       | kitchen remodel        | -                 | 0%           |            |
| FEMA                         | CDA-Fire Dept. | 5/14/2004  | 117,000           | Fire Safety House      | 65,698            | 56%          |            |
| RBEG                         | PAC            | 5/15/2004  | 20,000            | Bus. Complex           | 20,000            | 100%         |            |
| Verizon Foundation           | CDA-LCSC       | 6/10/2004  | 5,719             | computer equipment     | 3,500             | 61%          |            |
| NWCDI                        | PAC-training   | 6/15/2003  | 500               | scholarship to CDI     | 500               | 100%         |            |
| Community Collab.            | CDA-SNR        | 6/30/2004  | 5,000             | Camp Allstars          | 5,000             | 100%         |            |
| Ronald McDonald              | CDA-SNR        | 9/1/2004   | 3,000             | Camp Allstars          | -                 | 0%           |            |
| CdA Eagles Aux.              | CDA-SNR        | 4/15/2004  | 500               | Camp equipment         | 500               | 100%         |            |
| Stimson-Miller               | CDA-SNR        | 9/1/2004   | 5,000             | Camp Allstars          | -                 | 0%           |            |
| Avista Foundation            | HREI           | 9/1/2004   | 2,200             | MLKing Day             | -                 | 0%           |            |
| Bank of America              | HREI           | 8/13/2004  | 1,000             | MLKing Day             | 1,000             | 100%         |            |
| Subtotal 2003-4              |                |            | <b>\$ 525,043</b> |                        | <b>\$ 388,422</b> | <b>74%</b>   | <b>73%</b> |
| <b>2005</b> Ironman CdA Fund | CDA-SNR        | 1/15/2005  | 2,000             | Camp Allstars          | 1,000             | 50%          |            |
| Northwood Park               | CDA-Parks      | 1/30/2005  | 97,950            | Northwood Park         | 106,000           | 108%         |            |
| Live Foundation              | CDA-SNR        | 3/15/2005  | 1,000             | Camp Allstars          | 1,000             | 100%         |            |
| Atlas Bike Trail             | CDA-Parks      | 1/30/2005  | 399,195           | Centennial connection  | -                 | 0%           |            |
| Pinehurst Park and Tra       | PAC-Pinehurst  | 1/28/2005  | 449,325           | Bike Trail and Gateway | 449,325           | 100%         |            |
| Kootenai Elec. Trust         | CDA-SNR        | 4/26/2005  | 800               | Camp Allstars          | 800               | 100%         |            |
| Hasbro Children's Fdn        | CDA-SNR        | 5/15/2005  | 5,000             | Camp Allstars          | -                 | 0%           |            |
| National Endowment A         | CDA-Parks      | 5/15/2005  | 10,000            | Cherry Hill 9-11 Park  | -                 | 0%           |            |
| Staples Foundation           | CDA-SNR        | 6/22/2005  | 5,000             | Camp Allstars          | -                 | 0%           |            |
| NWCDI                        | PAC-training   | 6/15/2003  | 500               | scholarship to CDI     | 500               | 100%         |            |
| Idaho's Promise              | CDA            | 6/10/2005  | 1,600             | Youth Workshop         | 1,600             | 100%         |            |
| Community Collab.            | CDA-SNR        | 6/30/2005  | 5,000             | Camp Allstars          | 5,000             | 100%         |            |
| Kiwanis                      | CDA-SNR        | 9/1/2005   | 1,000             | Camp Allstars          | -                 | 0%           |            |
| Eagles                       | CDA-SNR        | 9/15/2005  | 500               | Camp Allstars          | 500               | 100%         |            |

**GRANTWRITER INITIATIVE as of 12/31/2006**

|                       |                       |                  |                                 |            |                               |                   |            |
|-----------------------|-----------------------|------------------|---------------------------------|------------|-------------------------------|-------------------|------------|
| Subtotal 2005         |                       |                  | <b>\$ 978,870</b>               |            | <b>\$ 565,725</b>             | <b>58%</b>        | <b>64%</b> |
| <b>2006</b>           | Christopher Reeve Fdn | CDA-SNR          | 9/1/2005                        | 4,195      | Camp Allstars                 | <b>2,500</b>      | 60%        |
|                       | Avista                | CdAPLF           | 1/30/2006                       | 5,000      | New Library                   | <b>5,000</b>      | 100%       |
|                       | Ironman CdA Fund      | CDA-SNR          | 1/15/2006                       | 1,000      | Camp Allstars                 | <b>2,400</b>      | 240%       |
|                       | Hud-RHED              | PAC              | 7/11/2005                       | 150,000    | Rural Eco Dev Outreach        | -                 | 0%         |
|                       | Paul G Allen          | CdAPLF           | 8/15/2005                       | 400,000    | New Library                   | <b>100,000</b>    | 25%        |
|                       | United Way            | CDA-SNR          | 1/6/2006                        | 15,000     | Camp Allstars                 | <b>8,000</b>      | 53%        |
|                       | Wells Fargo           | CdAPLF           | 1/15/2005                       | 50,000     | New Library                   | <b>15,000</b>     | 30%        |
|                       | ITD Enhancement       | CDA-Parks        | 1/30/2006                       | 500,000    | Atlas Bike Path               | <b>500,000</b>    | 100%       |
|                       | US Bank Foundation    | CDAPLF           | 2/15/2006                       | 15,000     | New Library                   | <b>15,000</b>     | 100%       |
|                       | Idaho Community Fdn   | CDA SNR          | 1/13/2006                       | 2,500      | Camp Allstars                 | <b>2,500</b>      | 100%       |
|                       | Idaho Community Fdn   | CdA Police Dept  | 1/13/2006                       | 4,100      | Exercise Project              | -                 | 0%         |
|                       | CMAQ                  | PAC-Pinehurst    | 12/30/2005                      | 162,155    | Pinehurst Sweeper/Truck       | <b>162,155</b>    | 100%       |
|                       | WIF                   | PAC-ID Fish/Game | 1/30/2006                       | 7,000      | WaterLife Discov, Sandpnt     | <b>7,000</b>      | 100%       |
|                       | Women's Gift Alliance | CdAPLF           | 3/15/2006                       | 18,250     | New Library                   | -                 | 0%         |
|                       | Kootenai Elec. Trust  | CdA SNR          | 3/15/2006                       | 2,396      | Sound system                  | <b>2,396</b>      | 100%       |
|                       | Women's Gift Alliance | SNR              | 1/13/2006                       | 1,000      | Camp Allstars                 | -                 | 0%         |
|                       | Women's Gift Alliance | CdA Police Dept  | 1/13/2006                       | 1,000      | Exercise Project              | -                 | 0%         |
|                       | The Salvation Army    | CdA              | 7/1/2006                        | 60,000,000 | Kroc Center                   | <b>60,000,000</b> | 100%       |
|                       | Bank of America       | CdAPLF           | 8/1/2006                        | 15,000     | Kids Click! laptops           | <b>5,000</b>      | 33%        |
|                       | Cd'A Triathlon        | CDA SNR          | 10/15/2006                      | 650        | Camp Allstars                 | <b>465</b>        | 72%        |
|                       | Foundation NW         | CdAPLF           | 9/15/2006                       | 18,250     | Sight and Sound Solutions     | <b>18,250</b>     | 100%       |
|                       | Foundation NW         | PAC              | 9/15/2006                       | 21,000     | SEEP                          | -                 | 0%         |
|                       | LWCF                  | PAC              | 1/28/2005                       | 93,663     | WaterLife Discov, Sandpnt     | -                 | 0%         |
| Subtotal 2005         |                       |                  | <b>\$ 61,487,159</b>            |            | <b>\$ 60,845,666</b>          | <b>99%</b>        | <b>71%</b> |
| <b>Program totals</b> |                       |                  | <b>requested: \$ 62,991,072</b> |            | <b>awarded: \$ 61,799,813</b> | <b>98%</b>        |            |

**Proposals pending as of 1-08-07**

|                       |         |            |                   |                           |
|-----------------------|---------|------------|-------------------|---------------------------|
| SAFER grant           | CdAFD   | 6/30/2006  | 621,000           | Hire 6 new firefighters   |
| Christopher Reeve     | CdA SNR | 9/1/2006   | 5,000             | Camp Allstars             |
| Live Foundation       | CdA SNR | 9/15/2006  | 1,000             | Camp Allstars             |
| Florence Wasmer       | CdAPLF  | 11/30/2006 | 5,000             | Sight and Sound Solutions |
| United Way            | CdA SNR | 1/5/2007   | 10,000            | Camp Allstars             |
| TriState Outfitters   | CdA SNR | 12/31/2006 | 1,000             | Camp Allstars             |
| Women's Gift Alliance | CdAPLF  | 1/12/2007  | 22,000            | Kids Inside Out           |
| Idaho Community Fdn   | CdAPLF  | 1/15/2007  | 5,000             | New children's books      |
| Idaho Community Fdn   | CdA SNR | 1/15/2007  | 4,975             | scholarships, fuel        |
| CdA Ironman Fund      | CdA SNR | 1/15/2007  | 2,000             | scholarships              |
| <b>Total pending</b>  |         |            | <b>\$ 676,975</b> |                           |

**Totals '03-06**

|                   |            |
|-------------------|------------|
| Grants submitte   | <b>73</b>  |
| Grants decided    | <b>63</b>  |
| Grants awarded    | <b>44</b>  |
| % awarded overall | <b>70%</b> |

**Results to date by Active Member**

|              |                      |                |
|--------------|----------------------|----------------|
| PAC          | <b>\$ 169,155</b>    | 0.28%          |
| City         | <b>\$ 60,518,261</b> | 99.46%         |
| Library      | <b>\$ 158,250</b>    | 0.26%          |
| HREI**       | <b>\$ -</b>          | 0.00%          |
| <b>Total</b> | <b>\$ 60,845,666</b> | <b>100.00%</b> |

## GRANTWRITER INITIATIVE as of 12/31/2006

| Totals to date |           |         |           |                         |           |                   |  |
|----------------|-----------|---------|-----------|-------------------------|-----------|-------------------|--|
| Awarded        |           | Decided |           | Pending                 |           | Total Awards      |  |
| 2003           | 3         | 2003    | 4         | 2003                    | 0         |                   |  |
| 2004           | 16        | 2004    | 22        | 2004                    | 0         | 388,422           |  |
| 2005           | 9         | 2005    | 14        | 2005                    | 0         | 565,725           |  |
| 2006           | 16        | 2006    | 23        | 2006                    | 10        | 60,845,666        |  |
| total          | <u>44</u> |         | <u>63</u> | total grants since 2003 | <u>73</u> | <u>61,799,813</u> |  |

| By Entity - 2006  | City                 | PAC                 | CdAPLF                     |
|-------------------|----------------------|---------------------|----------------------------|
| United Way        | 8,000                | CMAQ 162,155        | Paul Allen 100,000         |
| Kroc              | 60,000,000           | Waterlife Dis 7,000 | Avista 5,000               |
| Atlas Bike Path   | 500,000              | <u>\$ 169,155</u>   | Wells Fargo 15,000         |
| Christopher Reeve | 2,500                |                     | US Bank Foundation 15,000  |
| Ironman CdA       | 2,400                |                     | Bank of America 5,000      |
| Idaho Comm. Fdn   | 2,500                |                     | Inland NW Comm. Fdn 18,250 |
| KEC               | 2,396                |                     |                            |
| CdA Triathlon     | 465                  |                     | <u>\$ 158,250</u>          |
|                   | <u>\$ 60,518,261</u> |                     |                            |

**SHARED GRANT WRITER INITIATIVE  
MEMORANDUM OF AGREEMENT**

This SHARED GRANT WRITER INITIATIVE MEMORANDUM OF AGREEMENT (this “Memorandum”) is entered into by and among the Coeur d’Alene public-oriented entities listed below (hereinafter “Party / Parties”) regarding the development of a Shared Grant Writer Program (hereinafter “Program”), and the hiring of grant writer for said Program. This Memorandum shall be effective as of the date executed by the last entity to execute this Memorandum.

**Parties**

The **Lake City Development Corporation**, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code Title 50, Chapter 20, and the Local Economic Development Act of 1988, being Idaho Code, Title 50, Chapter 29, as amended and supplemented (collectively the “Act”); for the City of Coeur d’Alene, hereinafter referred to as the “LCDC”;

The **City of Coeur d’Alene**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the “City,”;

The **Human Rights Education Institute, Inc.**, a Kootenai County-based non-profit corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the “Institute”;

The **Coeur d’Alene Public Library Foundation, Inc.**, a private non-profit entity organized and existing under the laws of the state of Idaho, hereinafter referred to as the “Foundation”;

The **Panhandle Area Council**, a Region One, Sub-State Planning District non-profit corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as “PAC”;

**WITNESSETH:**

WHEREAS, it is the desire of the Parties to maximize efforts and common interests, and to combine resources in developing the Program to enhance the financial infrastructure of each respective entity;

NOW, THEREFORE the Parties agree as follows:

1. A Program will be developed to continue the employment of a grant writer to provide the technical skills necessary to successfully acquire federal, state and private grant funds for each Parties' projects / initiatives;
2. Each Party will designate one person to serve on a steering committee that will direct the activities of the grant writer and recommend the individual for employment consideration;
3. PAC will employ and house the Program's grant writer, will provide all day-to-day administrative oversight of the Program's grant writer, will include the Program's grant writer in the standard PAC benefit program, payroll and worker's compensation coverage, and will provide administrative staff to support administration of any Program awarded grants;
4. The Program's grant writer will be an "at will" employee of PAC, with the employee's continued employment being contingent upon both available position funding, and the Parties' satisfaction of job performance;
5. Each Party agrees to the Program funding formula as described below:

∪ The annual base salary for the grant writer position, as of April, 2007, is \$46,388.10. The Program's total estimated annual salary cost is \$68,153.40 ( $\$46,388.10 \times 1.4692$ ). The 1.4692 multiplier equates to PAC's overhead salary administration costs (i.e. health care benefits, retirement, workers comp., etc.). Additionally, the Parties agree to pay for relevant monthly administrative costs incurred by PAC associated with the Grant Writer position (e.g. copier, telephone, internet access, office supplies), estimated at \$120/month, \$1,440/year, and for appropriate workshops and training sessions, estimated at \$2,500/year. Therefore, the estimated total annual Program cost for budgeting purposes is \$72,093.40 ( $\$68,153.40 + \$1,440 + \$2,500$ ).

∪ For the 2007/2008 operating year, cost contribution per Party will be determined by a formula tied to grant proceeds realized by each Party in the previous calendar year (i.e. a Return On Investment (ROI) based approach - specific Party grant \$ received / total Program grant dollars) \* \$72,093.40.

Institute:

$$0 \times \underline{72,093.40} = 0$$

LCDC:

$$0 \times \underline{72,093.40} = 0$$

City:

$$99.46\% \times \underline{72,093.40} = \$71,704.10$$



|                   |                         |                    |
|-------------------|-------------------------|--------------------|
| <u>Foundation</u> | .26 X <u>72,093.40</u>  | = \$187.44         |
| <u>PAC</u>        | .28% X <u>72,093.40</u> | = \$201.86         |
| Total             |                         | <u>\$72,093.40</u> |

The Parties shall be responsible for payment to PAC for their respective proportionate share of the Program funding on a monthly basis, as billed by PAC.

**Management**

As described in item 2 above, each Party will appoint one person to serve on the Program steering committee, whose charge will be to recommend for employment, coach, monitor and direct the grant writing efforts of the grant writer. The steering committee will meet at least once a month initially as the program builds, then will meet periodically as needed. Management decisions shall be by majority vote with LCDC, the City, the Institute, PAC and the Foundation each having one vote.

**Termination**

This Memorandum will remain in effect for three years following the date of signing, unless a Party desires to withdrawal from the Memorandum. Such withdrawal shall be effective after thirty (30) days written notice to the other Parties, with the departing Party agreeing to fund their respective share of the Program costs for the balance of the relevant calendar year. For example, if a Party submits an MOA withdrawal letter on March 1<sup>st</sup>, their withdrawal becomes effective April 1<sup>st</sup>, and they are responsible for their share of the program costs for the rest of that calendar year (April – December).

**Addition of Party(ies)**

Any additional parties may be joined in this Agreement only with the unanimous written agreement of all Parties.

**Promise of Cooperation, Mediation/Arbitration**

Should costs or circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of any party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, charge additional costs or suspend performance without meeting directly with the other parties regarding the subject matter of the disagreement. If remedies to issues are not attained, then any disputes arising under this Agreement shall be resolved by mediation. The parties shall mutually agree to the selection of a mediator. If the Parties cannot agree to a mediator, or, if mediation does not resolve the issues, then the matter shall proceed to arbitration. Arbitration shall be conducted in accordance with the rules of the American Arbitration Association and the Idaho Uniform Arbitration Act, or upon such other terms as the Parties shall mutually agree.

**Automatic Renewal**

This Agreement shall be deemed to renew January of each successive calendar year, unless any Party shall by November 1<sup>st</sup> have given all other Parties written notice of its intent not to renew for the following calendar year.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum effective as the dates set forth below:

**Lake City Development Corporation**

By: \_\_\_\_\_  
Charlie Nipp, Chairman

STATE OF IDAHO )  
                          ) ss.  
County of Kootenai )

On this \_\_\_\_ day of April 2007, before me, a Notary Public, personally appeared **Charlie Nipp**, known to me to be the Chairman of the Lake City Development Corporation and the person who executed the foregoing instrument and acknowledged to me that said Lake City Development Corporation executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at Coeur d'Alene  
My Commission expires:

**City of Coeur d'Alene**

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

STATE OF IDAHO )  
                              ) ss.  
County of Kootenai )

On this \_\_\_\_ day of April 2007, before me, a Notary Public, personally appeared **Sandi Bloem**, known to me to be the Mayor of the City of Coeur d'Alene and the person who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at Coeur d'Alene  
My Commission expires:



**Panhandle Area Council**

By: \_\_\_\_\_  
Jim Deffenbaugh, Executive Director

STATE OF IDAHO            )  
                                          ) ss.  
County of Kootenai        )

On this \_\_\_\_ day of April 2007, before me, a Notary Public, personally appeared **Jim Deffenbaugh**, known to me to be the Executive Director of the Panhandle Area Council and the person who executed the foregoing instrument and acknowledged to me that said Panhandle Area Council 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 Coeur d'Alene  
My Commission expires:

**Coeur d’Alene Public Library Foundation, Inc.**

By: \_\_\_\_\_  
Jon Hippler, President

STATE OF IDAHO )  
                              ) ss.  
County of Kootenai )

On this \_\_\_\_ day of April 2007, before me, a Notary Public, personally appeared **Jon Hippler**, known to me to be the president and the person who executed the foregoing instrument and acknowledged to me that said Coeur d’Alene Public Library Foundation, Inc. executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at Coeur d'Alene  
My Commission expires:

**March 12, 2007**  
**PUBLIC WORKS COMMITTEE**  
**MINUTES**

**COMMITTEE MEMBERS PRESENT**

Council Member Dixie Reid, Committee Chairman  
Council Member Mike Kennedy  
Council Member Woody McEvers

**CITIZENS PRESENT**

Rand Wichman, Item #1  
Steve Walker, Item #1  
Joe Parker, Item #3  
Phil Boyd, Item #1  
Allyson Fritz, Item #3  
Anneke Connaway, Item #4

**STAFF PRESENT**

Jim Markley, Water Superintendent  
Jon Ingalls, Deputy City Administrator  
Amy Ferguson, Committee Liaison  
Judy House, Risk Manager  
Warren Wilson, Deputy City Attorney  
Jennifer Tinkey, Asst. City Attorney  
Gordon Dobler, Engineering Svcs Dir  
Karen Haskew, Urban Forester

**Item 1           Water Rights Trade Request**  
**For information only**

Jim Markley, Water Superintendent, presented a second request for authorization to engage in negotiations regarding the trade of surface water rights for ground water rights, and noted that this item came before the Committee on February 12<sup>th</sup> which resulted in a recommendation to deny the request. Mr. Steve Walker, the developer of a project near Harrison, along with Phil Boyd of Welch Comer Engineers, presented the request and explained that they are offering to trade their 4.48 cfs of groundwater rights on the Rathdrum Prairie Aquifer for 8.96 of the city's surface water rights from the lake, although he said at the meeting that that ratio was just a starting point and open to discussion. Mr. Walker highlighted the points made in a letter to the city prepared by his attorney, Chris Meyers and noted that his water rights on the Aquifer Prairie were issued in 1955 and 1967, which makes them older rights. In times of drought, Mr. Walker pointed out that it is his attorney's opinion that the oldest rights will get to be used first. Discussion ensued regarding the supremacy of municipal water rights. Councilman Reid expressed her concern regarding the water rights adjudication process that is starting up in North Idaho, and the two for one trade that Mr. Walker is offering. She also expressed concern about protecting the city's ability to pump water out of the lake again in the event of an aquifer contamination emergency. There was further discussion regarding any possible benefit to the City of Coeur d'Alene. It was agreed that Mr. Walker's offer would be put "on hold" for the time being, with no action being taken.

**MOTION:       RECOMMEND Council take no action on the request at this time.**

**Item 2           Approval of Annexation Agreement**  
**REMOVED FROM AGENDA**

**MOTION:       NO MOTION. This item was pulled from the Agenda prior to the meeting.**

**Item 3           School Zone Signage on Kathleen Avenue**  
**For Information Only**

Gordon Dobler, Engineering Services Director, presented an evaluation of the effectiveness and enforceability of different options for when the school speed zone is in effect. Mr. Dobler stated that the most definitive option would be flashers that are programmed for school days and times

of day. However, the cost would be around \$5,300 and at this time there are insufficient funds in the budget to purchase the flashers. After a review of the possible signage opportunities allowed by the MUTCD, Mr. Dobler indicated that he believes the signs that are currently posted on Kathleen Avenue are the most appropriate, and that he could possibly approach the school to see if they would be willing to partner with the City on the purchase of the flashers. Mr. Joe Parker commented that the problem he sees with flashers is that they end up being on at the wrong times, and that the flashers miss the point when they are working on non-school days. Mr. Dobler responded that you can program the flashers for specific times of day and specific days of the month.

**MOTION: NO MOTION. For information only.**

**Item 4 Policy for Sidewalk Removal and Reconstruction**

Gordon Dobler, Engineering Services Director, presented a request that Council adopt a policy establishing guidelines for removal and reconstruction of sidewalks within existing neighborhoods. Mr. Dobler stated that the accessibility policy passed by the Council last year requires that sidewalks be surveyed with the annual Overlay program and any defects repaired by the adjacent property owner. Mr. Dobler further stated that because of the variety of defects and the variety of ways to reconstruct sidewalks, the policy was only a guideline and that staff may use some discretion on a case by case basis to implement the most effective solution. The sidewalk surveys are done once every 20 – 25 years based upon the Overlay schedule. Discussion ensued regarding possible deviations from the policy to accommodate tree roots, including arching the sidewalks around trees. Anneke Connaway, Urban Forestry Committee Chair, raised concerns regarding the costs involved in having the property owners take care of the repairs themselves. She questioned why the City could not do the repairs in-house which would result in a cost savings to the property owners. Mr. Dobler explained that such an undertaking would require additional staff to complete the work, which would result in a tax increase. Ms. Connaway stated that a coordinated effort by the city would seem to be more consistent and more logical than having each homeowner trying to complete the repairs in the cheapest way possible. Mr. Dobler stated that the city would work with the established guidelines for a year or two and then reevaluate if necessary.

**MOTION: RECOMMENDATION that the Council Adopt Resolution No \_\_\_\_ establishing a policy for sidewalk removal and construction.**

The meeting adjourned at 5:07 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison



# **PUBLIC WORKS COMMITTEE**

## **STAFF REPORT**

**DATE:** March 12, 2007  
**FROM:** Gordon Dobler, Engineering Services Director  
**SUBJECT:** Policy for sidewalk removal and reconstruction

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### **DECISION POINT**

Staff is requesting Council to adopt a policy establishing guidelines for removal and reconstruction of sidewalks within existing neighborhoods.

### **HISTORY**

Last year the Council adopted a policy for accessibility within public rights of way. That policy requires sidewalks to be surveyed with the annual Overlay program and any defects to be repaired by the adjacent property owner. ADA gives guidelines for tolerances of a few specific defects but there other defects that affect accessibility as well. Staff is seeking guidance from the Council on guidelines for removal and reconstruction of sidewalks.

### **FINANCIAL ANALYSIS**

Our municipal code requires the adjacent property owner to repair any defective sidewalk. The impact to individual property owners will depend on the extent of defective sidewalk adjacent to their property.

### **PERFORMANCE ANALYSIS**

Because of the variety of defects and variety of ways to reconstruct sidewalks, guidelines are necessary to provide Council direction on allowable limits. These guidelines are used by staff to evaluate acceptable limits for removals and for replacement strategies. Because they are guidelines, staff may use some discretion on a case by case basis to implement the most effective solution while following the intent and preserving the integrity of the accessibility requirements.

### **RECOMMENDATION**

Staff recommends that the Council adopt a resolution establishing a policy for sidewalk removal and reconstruction.

RESOLUTION NO. 07-026

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A POLICY FOR GUIDELINES GOVERNING THE REMOVAL AND RECONSTRUCTION OF SIDEWALKS FOR ACCESSIBILITY COMPLIANCE.

WHEREAS, the need for citywide policies regarding the removal and reconstruction of sidewalks for accessibility compliance has been deemed necessary by the City Council; and

WHEREAS, the Engineering Department has proposed policies regarding these issues, and the same were discussed at the Public Works Committee meeting March 12, 2007; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the policy and guidelines attached hereto as Exhibit "1" be and is hereby adopted.

DATED this 20<sup>th</sup> day of March, 2007

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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 REID Voted \_\_\_\_\_

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

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

## POLICY

**POLICY:** GUIDELINES FOR SIDEWALK REMOVAL AND RECONSTRUCTION

**PURPOSE:** TO ESTABLISH GUIDELINES GOVERNING THE REMOVAL AND RECONSTRUCTION OF SIDEWALK FOR ACCESSIBILITY COMPLIANCE

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Problem Statement: Because of the variety of defects and variety of ways to reconstruct sidewalks, guidelines are necessary to provide Council direction on allowable limits. These guidelines are used by staff to evaluate acceptable limits for removals and for replacement strategies. Because they are guidelines, staff may use some discretion on a case by case basis to implement the most effective solution while following the intent and preserving the integrity of the accessibility requirements.

Policy: The attached guidelines are adopted for the removal and replacement of existing sidewalks, when removal and replacement is required to comply with the Cities Accessibility Policy.

## GUIDELEINES FOR SIDEWALK REMOVAL

**General Requirements:**

Single sidewalk panels that are bordered on either side by defective panels shall be removed with the defective panels.

| Type of Defect                            | Replace When;                                                            |
|-------------------------------------------|--------------------------------------------------------------------------|
| 1. Uneven surface                         | Offset > ½”<br>Grind @ 2:1 when offset < ½”                              |
| 2. Transverse or longitudinal cracks      | Crack width > ¼”                                                         |
| 3. Spalled Surface                        | Spalling covers > 25% of panel area                                      |
| 4. Deteriorated joints                    | Joints are spalled, eroded, or wider than ¾”                             |
| 5. Drainage                               | Significant ponding on surface                                           |
| 6. Adverse cross slope                    | Significant ponding on surface or abutting grade                         |
| 7. Patching                               | Any asphalt or concrete patching                                         |
| 8. Spider cracks                          | Cracking covers > 50% of panel area                                      |
| 9. Excessive cross slope                  | Cross slope exceeds 5%                                                   |
| 10. Excessive longitudinal slope          | Longitudinal slope is above or below adjacent curb slope by more than 5% |
| 11. Longitudinal grade breaks (no offset) | Grade break > 13% between adjacent panels                                |

## GUIDELINES FOR RECONSTRUCTING SIDEWALKS

| Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Design guideline                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Vertical and Horizontal limits</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <ul style="list-style-type: none"> <li>• Sidewalk construction shall conform to the approved City standard drawings.</li> <li>• Sidewalks shall follow the grade and alignment of adjacent curbs</li> <li>• Sidewalk shall be reconstructed within the existing right-of-way.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Width</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <ul style="list-style-type: none"> <li>• Sidewalk width shall conform to the approved City standards. Where existing sidewalks deviate from the City standard, they shall match the existing sidewalk width but in no case shall they be less than 4' wide.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <p><b>Deviation to accommodate tree roots.</b><br/>           These deviations are applicable only when the Urban Forester determines that tree roots cannot be removed without damaging the tree, and tree removal has not been approved by the Council. These deviations shall apply only where sidewalk is setback at least 5' from the adjacent curb. Deviations for sidewalks set back less than 5' shall be addressed on a case by case basis but in case shall the maximum values be exceeded.</p> | <ul style="list-style-type: none"> <li>• Elevation shall not exceed 5" above the adjacent curb grade nor shall it be below the adjacent curb grade.</li> <li>• Longitudinal grade shall not exceed 1:20 (5%) from the plane of the adjacent curb.</li> <li>• Elevation change shall not exceed 5" from adjacent curb grade within any 50 consecutive feet.</li> <li>• Horizontal alignment shall not deviate more than 1:10 from the adjacent curb alignment.</li> <li>• Sidewalks may be "arced" around tree trunks but width shall not be less than 4'</li> <li>• In cases where the existing right-of-way is insufficient to allow enough horizontal deviation to accommodate existing tree roots, the Council may approve the grant of an additional easement by the property owner, with their consent and at their sole expense</li> </ul> |

OTHER BUSINESS

COUNCIL BILL NO. 07-1009  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-17 TO C-17L AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: THE EAST 24.33 FEET OF LOT 12, BLOCK 13, GLENMORE ADDITION AND THE PORTION OF ALLEY ADJOINING THE EAST 24.33 FEET OF LOT 12, VACATED BY ORDINANCE 842 IN THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 50N, RANGE 3W, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; 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 Commission, it is deemed by the Mayor and City Council to be for the best interests of the City of Coeur d'Alene, Idaho, that said amendments be adopted; NOW, THEREFORE,

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

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

**The East 24.33 feet of Lot 12, Block 13, Glenmore Addition and the portion of alley adjoining the East 24.33 feet of Lot 12, vacated by Ordinance 842 in the Southwest 1/4 of Section 18, Township 50N, Range 3W, Boise Meridian, Kootenai County, Idaho; More specifically known as a +/- 2,800 sq. ft. parcel adjacent to St. Thomas Cemetery and Beehive Homes.**

is hereby changed and rezoned from R-17 (residential at 17 units/acre) to C-17L (commercial limited at 17 units/acre).

**SECTION 2.** That the following conditions precedent to rezoning are placed upon the rezone of the property: **NONE**

**SECTION 3.** That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, is hereby amended as set forth in Section 1 hereof.

**SECTION 4.** That the Planning Director is hereby instructed to make such change and amendment on the three (3) official Zoning Maps of the City of Coeur d'Alene.



**SECTION 5.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 6.** 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 this 20<sup>th</sup> day of March, 2007.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_

**Zone Change – ZC-1-07**

**known as a +/- 2,800 sq. ft. parcel adjacent to St. Thomas Cemetery and Beehive Homes**

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-17 TO C-17L AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: THE EAST 24.33 FEET OF LOT 12, BLOCK 13, GLENMORE ADDITION AND THE PORTION OF ALLEY ADJOINING THE EAST 24.33 FEET OF LOT 12, VACATED BY ORDINANCE 842 IN THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 50N, RANGE 3W, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; 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. \_\_\_\_\_, Zone Change – ZC-1-07 Beehive Homes R-17 to C17L, 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 March, 2007.

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Warren J. Wilson, Deputy City Attorney

COUNCIL BILL NO. 07-1011  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REPEALING CHAPTER 17.04 AND SECTIONS 17.06.470 AND 17.06.490; AMENDING SECTIONS 17.02.030 AND 17.02.055 TO ESTABLISH UNIFORM DEFINITIONS OF ACCESSORY DWELLING UNITS AND FLOOR AREA RATIO AND TO AMEND THE DEFINITION OF FLOOR AREA; AMENDING TITLE 17 TO REPEAL THE CLUSTER HOUSING USE AND REPLACE IT WITH POCKET RESIDENTIAL HOUSING; AMENDING CHAPTER 17.05 TO ALLOW ACCESSORY DWELLING UNITS AS AN ACCESSORY USE IN ALL RESIDENTIAL AND COMMERCIAL ZONING DISTRICTS AND TO ALLOW POCKET RESIDENTIAL DEVELOPMENT AS A PERMITTED USE IN THE R-8, R-12, R-17, C-17L AND C-17 ZONES; AMENDING CHAPTER 17.05 TO ROUND HEIGHT LIMITS UP TO A WHOLE NUMBER, CLARIFY MINIMUM YARD REQUIRMENTS FOR RESIDENTIAL ZONING DISTRICTS, DETERMINE MINIMUM DISTANCE BETWEEN RESIDENTIAL BUILDINGS ON THE SAME LOT BY REFERENCE TO THE BUILDING CODE AND TO LIMIT THE HEIGHT OF ACCESSORY STRUCTURES IN THE R-3, R-5, R-8 R-12, R-17, R-34 AND MH-8 ZONES TO 14 OR 18 FEET DEPENDING ON ROOF SLOPE; ADOPTING NEW SECTIONS 17.05.1000 THROUGH 17.05.1270 TO ESTABLISH A NEW NEIGHBORHOOD COMMERCIAL ZONING DISTRICT AND A COMMUNITY COMMERCIAL ZONING DISTRICT INCLUDING PERMITTED AND PROHIBITED USES, MAXIMUM BUILDING HEIGHTS AND FLOOR AREA, MINIMUM PARKING, SETBACK, SCREENING AND LANDSCAPING REQUIREMENTS, DESIGN STANDARDS AND LIMITED HOURS OF OPERATION; ADOPTING NEW SECTIONS 17.06.650 THROUGH 17.06.820 TO ESTABLISH REGULATIONS OF ACCESSORY DWELLING UNITS INCLUDING PERMITTING AND ENFORCEMENT REQUIREMENTS, MAXIMUM BUILDING HEIGHT, SETBACKS, PARKING OWNER OCCUPANCY NUMBER OF OCCUPANTS, SIZE AND SCALE OF THE STRUCTURE, LOCATION OF THE STRUCTURE ON THE LOT, ENTRANCES, ADDITIONS AND CONVERSION OF EXISTING STRUCTURES; ADOPTING A NEW ARTICLE IX IN CHAPTER 17.07 TO AUTHORIZE POCKET RESIDENTIAL DEVELOPMENT INCLUDING REGULATION OF BUILDING HEIGHT, MAXIMUM LOT COVERAGE, SETBACKS, MINIMUM AND MAXIMUM SITE SIZE, DENSITY, ZERO STREET FRONTAGE THROUGH SUBDIVISION PROCESS, PARKING, OPEN SPACE AND ESTABLISHING DESIGN GUIDELINES FOR GROUND LEVEL ACCESS, PARKING LOTS, LIGHTING, FENCING, ACCEPTABLE BUILDING MATERIALS AND ROOF PITCH; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing on the hereinafter provided amendments, and after recommendation by the Planning and Zoning Commission, it is deemed by the Mayor and City

Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted;  
NOW, THEREFORE,

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

**SECTION 1.** *That Coeur d'Alene Municipal Code Section 17.02.030 is amended to read as follows:*

**17.02.030: DEFINITIONS III:**

- A. "Abut" means two (2) adjoining parcels of property, with a common property line, are herein considered as one parcel abutting the other, except where two (2) or more lots adjoin only at a corner or corners, they shall not be considered as abutting unless the common property line between the two (2) parcels measures more than eight feet (8') in a single direction.
- B. "Access" or "access way" means the place, means or way by which pedestrians and vehicles shall have safe, adequate and usable ingress and egress to a property or use as required by this Title.
- C. "Accessory activity" means an activity which is incidental to, and customarily associated with, a specified principal activity, and which meets the applicable conditions set forth in Section [17.06.610](#), accessory use regulations.
- D. "Accessory building" see "accessory facility".
- E. "Accessory Dwelling Unit" means a dwelling unit that is associated with and is a subordinate use to a principle dwelling unit on one lot that meets the requirements of Sections 17.06.650 through 17.06.670.
- ~~FE.~~ "Accessory facility" means a facility which is incidental to, and customarily associated with, a specified principal facility and which meets the applicable conditions set forth in Section [17.06.630](#), "Accessory Structure Criteria".
- ~~GF.~~ "Accessory use" includes accessory activity and accessory facility.
- ~~HG.~~ "Acre" means a full acre containing forty three thousand five hundred sixty (43,560) square feet of area within the property lines of a lot or parcel.
- ~~IH.~~ "Activity" means the performance of a function or operation.
- ~~IJ.~~ "Activity group" means a type of activity which is specifically described in Chapter [17.03](#) on the basis of common functional characteristics and similar effects on other uses, and which is designated throughout the Zoning Ordinance by a special name including all residential, civic, commercial, service, wholesale and industrial types.

KJ. "Adjacent" means near, close or abutting; for example, a commercial zoning district across the street or highway from a residential zoning district shall be considered as "adjacent".

LK. "Adjoin" means the same as "abut".

ML. "Affected person" or "aggrieved party" means any resident of the City of Coeur d'Alene; or any person having interest in real property in the City of Coeur d'Alene; or any person with an interest in real property located within three hundred feet (300') of the external boundaries of the land being considered.

NM. "Alley" means a passage or way, open to public travel and dedicated to public use, affording generally a secondary means of vehicular access to abutting lots and not intended for the general traffic circulation. Buildings facing an alley shall not be construed as satisfying the requirements of this Title related to frontage on a dedicated street.

ON. "Alteration" means any enlargement; addition; relocation; repair; remodeling; change in number of living units; or other change in a facility, but excluding ordinary maintenance for which no building permit is required, and demolition or removal.

PO. "Applicant" see "owner".

QP. "Apartment" means a room or suite of rooms in a multiple-family facility designed or used as a single living unit and provided with living, sleeping, kitchen, and bathroom facilities.

**SECTION 2.** *That Coeur d'Alene Municipal Code Section 17.02.055 is amended to read as follows:*

**17.02.055: DEFINITIONS VIII:**

A. "Facility" means a structure, or other physical site improvements necessary to accommodate a specific activity.

B. "Family" unless otherwise specified by ordinance means any of the following:

1. One or more persons who are related by blood, marriage, or adoption; or

2. No more than four (4) persons who are unrelated by blood, marriage or adoption living together as a single housekeeping unit; or

3. No more than a total combination of five (5) persons related and unrelated living together as a single housekeeping unit; or

4. A group:

- a. Placed in a foster home or childcare facility by an authorized agency;
  - b. Eight (8) persons or less devoting full time to a religious or ethical discipline, unrelated by blood, marriage, or adoption, any of which are living together as an independent housekeeping unit together with incidental domestic servants and temporary nonpaying guests; or
  - c. Eight (8) persons or less who are unrelated by blood, marriage, or adoption who are mentally or physically handicapped, or elderly with no more than two (2) residential staff members.
- C. "Fence" means a structural device forming a vertical physical barrier.
- D. "Finished grade" means the finished surface of the ground after grading for development.
- E. "Flood" or "flooding" means a general or temporary condition of partial or complete inundation of normally dry land areas from:
- 1. The overflow of inland waters; and/or
  - 2. The unusual and rapid accumulation or runoff of surface waters from any source.
- F. Flood, Base: "Base flood" means the flood having a one percent (1%) chance of being equaled or exceeded in any given year. This is also known as the 100-year flood.
- G. "Flood insurance rate map (FIRM)" means the official map on which the federal insurance administration has delineated both the areas of special flood hazard and the risk premium zones applicable to Coeur d'Alene.
- H. "Flood insurance study" means the official report in which the federal insurance administration has provided flood profiles, as well as the flood boundary and the water surface elevation of the base flood.
- I. "Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot (1').
- J. "Floor area" means the sum of the areas of the several floors of the building or structure, including areas used for human occupancy or required for the conduct of the business or use, as measured from the inside face of exterior walls ~~exterior faces of the walls~~. It does not include space below grade, space dedicated to parking, mechanical spaces, elevator and stair shafts, lobbies and common spaces (including atriums) exterior decks, porches and arcades open to the air or space used for any bonus feature allowed by the applicable zoning or overlay district. ~~cellars, unenclosed porches, or attics when not used for human occupancy, nor any floor space in an accessory building, carport, or in the main building intended or designed for the parking of motor vehicles in order to meet the parking requirements of this~~

~~chapter, nor nonresidential facilities: arcades, porticoes, and similar open areas which are located at or near street level, which are accessible to the general public, and which are not designed or used as sales, display, storage, service, or production areas.~~

K. Floor Area Ratio is a method of calculating allowable floor area. The FAR allowed in the applicable zoning or overlay district multiplied by the parcel size (in square feet) equals the amount of allowable floor area that can be built. Parcel size, for the purposes of this definition, is the total contiguous lot or lots under common ownership. FAR includes all structures on a site.

LK. "Frontage" means a front lot line; also the length thereof.

ML. Floor, Lowest: "Lowest floor" means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirements of this title found in section 17.08.135 of this title.

NM. Frontage, Building: "Building frontage" means that frontage which faces upon a public or private street. Where a building faces on two (2) or more streets, the frontage containing the principal entrance to the building shall be designated as the building frontage.

ON. Frontage, Corner Lot: For "corner lot frontage" see subsection [17.02.080R2](#) of this chapter.

PO. "Front wall" means the wall of a building or structure nearest the street which the building fronts, but excluding certain architectural features as cornices, canopies, eaves, or embellishments.

**SECTION 3.** *That Coeur d'Alene Municipal Code Section 17.03.030 is amended to read as follows:*

**17.03.030: GENERAL DESCRIPTION OF RESIDENTIAL ACTIVITIES:**

A. Residential activities include the occupancy of living accommodations on a permanent or semipermanent basis, but excluding criminal transitional facilities, juvenile offenders facilities and other institutional living arrangements involving special types of care or forced residence, and also excluding hotel/motel type living accommodations.

B. Types of structures included within residential activities are:

1. Detached housing: One dwelling unit, freestanding and structurally separated from any other dwelling unit or building, except for an accessory building located on a lot or building site which is unoccupied by any other dwelling unit or main building.



- a. Single-family detached housing: One dwelling unit occupied by a "family" as defined in this title, including manufactured structures and designated manufactured homes as defined in this chapter.
- b. Group dwelling detached housing: One dwelling unit occupied by a group as defined in subsection [17.02.045K](#) of this title.
2. Duplex housing: Two (2) dwelling units that are in a side by side or vertical arrangement which share a common structural system, and are located on a lot or building site which is unoccupied by any other dwelling unit or principal use.
3. Pocket Residential Development Cluster Housing: Dwelling units that are side by side and employ the common wall type of construction or are separate, but grouped together with common open spaces and vehicular access, located on a lot or building site or portion thereof which is unoccupied by any other main buildings.
4. Multiple-family housing: A structure containing at least three (3) dwelling units employing a vertical arrangement located on a lot or building site or portion thereof which is unoccupied by any other main building; this term includes condominium dwelling units when employing a vertical arrangement.
5. Private enclosed recreation facility: A structure that encloses areas and equipment for activities that are primarily recreational in nature, also mailrooms, accessory to and expressly for residential developments and not commercial in function.
6. Mobile home: A housing unit that is primarily preconstructed and brought to a site for placement, and is designed and/or intended for human habitation on a weekly or longer basis.
7. Boarding house: A residence consisting of at least one dwelling unit together with more than two (2) rooms that are rented or are designed or intended to be rented but which rooms, individually or collectively do not constitute separate dwelling units as defined herein.
8. Single-family attached housing: Dwelling units that are side by side and employ a common wall construction and are located on separate lots.
9. Elderly housing: A structure containing at least three (3) dwelling units and specifically designated for and limited by covenant restriction to senior citizens over sixty two (62) years of age.

**SECTION 4.** *That Coeur d'Alene Municipal Code Chapter 17.04 is repealed.*

**SECTION 5.** *That Coeur d'Alene Municipal Code Section 17.05.003 is amended to read as follows:*

**17.05.003: PERMITTED USES; ACCESSORY:**

Accessory permitted uses in an R-1 district shall be as follows:

- A. Garage or carport (attached or detached).
- B. Facilities for the housing and sheltering of animals.
- C. Accessory dwelling units.

**SECTION 6.** *That Coeur d'Alene Municipal Code Section 17.05.005 is amended to read as follows:*

**17.05.005: SITE PERFORMANCE STANDARDS; MAXIMUM HEIGHT:**

Maximum height requirements in an R-1 district shall be as follows:

- A. Principal structures shall not exceed ~~be thirty two one and one quarter~~ feet (32' ~~31-1/4'~~) unless otherwise specified; an additional story may be permitted on hillside lots that slope down from the street <sup>2</sup>.
- B. Detached garages and carports with low or no slope roof shall ~~be one story~~ not to exceed fourteen feet (14').
- C. Detached garages and carports with medium to high slope roof shall ~~be one story~~ not to exceed eighteen feet (18').
- D. Unless otherwise specified, ~~a~~All other accessory structures shall ~~be one story~~ not to exceed twenty five feet (25').
- E. For public recreation, community education and religious assembly activities: principal structures shall not exceed ~~be~~ forty five ~~three and three quarters~~ feet (45' ~~43-3/4'~~).
- F. A variance may be granted for additional height <sup>3</sup>

**SECTION 7.** *That Coeur d'Alene Municipal Code Section 17.05.030 is amended to read as follows:*

**17.05.030: PERMITTED USES; ACCESSORY:**

Accessory permitted uses in an R-3 district shall be as follows:

- A. Garage or carport (attached or detached).
- B. Private recreation facility (enclosed or unenclosed).
- C. Accessory dwelling units.

**SECTION 8.** *That Coeur d'Alene Municipal Code Section 17.05.050 is amended to read as follows:*

**17.05.050: SITE PERFORMANCE STANDARDS; MAXIMUM HEIGHT:**

Maximum height requirements in an R-3 district shall be as follows:

- A. Principal structures shall not exceed ~~be~~ thirty ~~two one and one fourth~~ feet (32' ~~31 1/4'~~), unless otherwise specified; an additional story may be permitted on hillside lots that slope down from the street <sup>7</sup>.
- B. ~~All d~~ Detached accessory structures, including, garages and carports, with low or no slope roof shall ~~be one story~~ not to exceed fourteen feet (14').
- C. ~~All d~~ Detached accessory structures, including garages and carports, with medium to high slope roof shall ~~be one story~~ not to exceed eighteen feet (18').
- D. ~~All other accessory structures shall be~~ twenty five feet (25').
- ~~E.~~ For public recreation, community education and religious assembly activities: principal structures shall not exceed ~~be~~ forty ~~five three and three fourths~~ feet (45' ~~43 3/4'~~).
- ~~E~~F. A variance may be granted for additional height <sup>8</sup>

**SECTION 9.** *That Coeur d'Alene Municipal Code Section 17.05.083 is amended to read as follows:*

**17.05.083: PERMITTED USES; ACCESSORY:**

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

- A. Garage or carport (attached or detached).
- B. Private recreation facility (enclosed or unenclosed).
- C. Accessory dwelling units ~~Mailroom and/or common use room for Cluster Housing or multiple family developments.~~

D. Outside storage when incidental to the principal use.

E. Open areas and swimming pools.

F. Temporary construction yard.

G. Temporary real estate office.

**SECTION 10.** *That Coeur d'Alene Municipal Code Section 17.05.085 is amended to read as follows:*

**17.05.085: SITE PERFORMANCE STANDARDS; MAXIMUM HEIGHT:**

Maximum height requirements in an R-5 district shall be as follows:

A. Principal structures shall ~~not exceed be~~ thirty ~~two one and one fourth~~ feet (~~32' 31 1/4'~~), unless otherwise specified; an additional story may be permitted on hillside lots that slope down from the street <sup>11</sup>.

B. ~~All d~~Detached accessory structures, including garages and carports, with low or no slope roof shall ~~be one story not to~~ exceed fourteen feet (14').

C. ~~All d~~Detached accessory structures, including garages and carports, with medium to high slope roof shall ~~be one story not to~~ exceed eighteen feet (18').

D. ~~All other accessory structures shall be~~ twenty five feet (25').

E. For public recreation, community education and religious assembly: a principal structure shall ~~not exceed be~~ forty five ~~three and three fourths~~ feet (~~45' 43 3/4'~~).

~~E~~F. A variance may be granted for additional height <sup>12</sup>

**SECTION 11.** *That Coeur d'Alene Municipal Code Section 17.05.090 is amended to read as follows:*

**17.05.090: GENERALLY:**

A. The R-8 district is intended as a residential area that permits a mix of housing types at a density not greater than eight (8) units per gross acre.

B. In this district a special use permit, as prescribed in section [17.09.205](#) of this title may be requested by neighborhood sponsor to restrict development for a specific area to single-family detached housing only at eight (8) units per gross acre. To constitute neighborhood sponsor, at least sixty six percent (66%) of the people who own at least seventy five percent

(75%) of the property involved must be party to the request. The area of the request must be at least one and one-half (1 1/2) acres bounded by streets, alleys, rear lot lines, or other recognized boundary. Side lot lines may be used for the boundary only if it is also the rear lot line of the adjacent property.

C. In this district a special use permit may be requested by the developer for a two (2) unit per gross acre density increase for each gross acre included in a pocket residential ~~cluster housing~~ development. This density increase provision is established to reflect the concern for energy and environment conservation.

D. Project review <sup>16</sup> is required for all subdivisions and for all residential, civic, commercial, service and industry uses, except residential uses for four (4) or fewer dwellings.

**SECTION 12.** *That Coeur d'Alene Municipal Code Section 17.05.100 is amended to read as follows:*

**17.05.100: PERMITTED USES; PRINCIPAL:**

Principal permitted uses in an R-8 district shall be as follows:

- A. Single-family detached housing.
- B. Duplex housing.
- C. Pocket residential ~~Cluster housing~~ development.
- D. Essential service (underground).
- E. "Home occupation" as defined in this title.
- F. Administrative.

**SECTION 13.** *That Coeur d'Alene Municipal Code Section 17.05.110 is amended to read as follows:*

**17.05.110: PERMITTED USES; ACCESSORY:**

Accessory permitted uses in an R-8 district shall be as follows:

- A. Garage or carport (attached or detached).
- B. Private recreation facility (enclosed or unenclosed).
- C. Accessory dwelling units.

**SECTION 14.** *That Coeur d'Alene Municipal Code Section 17.05.130 is amended to read as follows:*

**17.05.130: SITE PERFORMANCE STANDARDS; MAXIMUM HEIGHT:**

Maximum height requirements in an R-8 district shall be as follows:

- A. Principal structures shall not exceed ~~be~~ thirty two ~~one and one-fourth~~ feet (32' ~~31 1/4'~~), unless otherwise specified; an additional story may be permitted on hillside lots that slope down from the street <sup>17</sup> .
- B. ~~All d~~Detached accessory structures, including garages and carports, with low or no slope roof shall ~~be one story~~ not to exceed fourteen feet (14').
- C. ~~All d~~Detached accessory structures, including garages and carports, with medium to high slope roof shall ~~be one story~~ not to exceed eighteen feet (18').
- D. ~~All other~~ accessory structures shall be twenty five feet (25').
- ~~E.~~ For public recreation, community education or religious assembly activities: principal structures shall not exceed ~~be~~ forty five ~~three and three-fourths~~ feet (45' ~~43 3/4'~~).
- ~~E~~F. A variance may be granted for additional height <sup>18</sup>

**SECTION 15.** *That Coeur d'Alene Municipal Code Section 17.05.150 is amended to read as follows:*

**17.05.150: SITE PERFORMANCE STANDARDS; MINIMUM LOT:**

The minimum lot requirements in an R-8 district shall be five thousand five hundred (5,500) square feet per unit per individual lot. However, a two (2) unit per gross acre density increase may be awarded for each gross acre included in a pocket residential cluster housing development. All buildable lots, other than pocket residential developments, must have fifty feet (50') of frontage on a public street, unless alternative is approved by the city through normal subdivision procedure, or unless lot is nonconforming <sup>19</sup> .

**SECTION 16.** *That Coeur d'Alene Municipal Code Section 17.05.160 is amended to read as follows:*

**17.05.160: SITE PERFORMANCE STANDARDS; MINIMUM YARD:**

Minimum yard requirements for residential activities in an R-8 district shall be as follows:

A. ~~For S~~single-family and duplex structures must meet the minimum yard requirements for a single family structure established by, see the R-3 district.

B. ~~For duplex, it shall be the same as single family.~~

C. For pocket residential developments see Section 17.07.1010. ~~cluster housing~~;

1. ~~Front: The front yard requirement shall be twenty feet (20').~~

2. ~~Side, Interior: The interior side yard requirement shall be ten feet (10').~~

3. ~~Side, Street: The street side yard requirement shall be twenty feet (20').~~

4. ~~Rear: The rear yard requirement shall be twenty five feet (25'). However, the required rear yard will be reduced by one-half (1/2) when adjacent to public open space.~~

~~CD. For M~~minimum distances between residential buildings on the same lot shall be determined by the currently adopted building code, see section [17.06.490](#) of this title.

~~DE.~~ There will be no permanent structures erected within the corner cutoff areas.

~~EF.~~ Extensions into yards are permitted in accordance with section [17.06.495](#) of this title.

**SECTION 17.** *That Coeur d'Alene Municipal Code Section 17.05.170 is amended to read as follows:*

**17.05.170: GENERALLY:**

A. The R-12 district is intended as a residential area that permits a mix of housing types at a density not greater than twelve (12) units per gross area.

B. In this district a special use permit, as prescribed in article III, chapter 17.09 of this title, may be requested by neighborhood sponsor to restrict development for a specific area in single-family, detached housing. To constitute neighborhood sponsor, ~~sixty six~~ sixty five percent (~~66%~~ 65%) of the people who own at least seventy five percent (75%) of the property involved must be party to the request. The area of the request must be at least one and one-half (1 1/2) gross acres bounded by street, alleys, rear lot lines or other recognized boundary. Side lot lines may be used for the boundary only if it is also the rear lot line of the adjacent property.

C. In this district, a special use permit may be requested by the developer for a two (2) unit per gross acre density increase for each gross acre included in a pocket residential ~~cluster housing~~ development. This density increase provision is established to reflect the growing concern for energy and environment conservation.

D. Project review<sup>22</sup> is required for all subdivisions and for all residential, civic, commercial, service, and industry uses except residential uses for four (4) or fewer dwellings.

**SECTION 18.** *That Coeur d'Alene Municipal Code Section 17.05.180 is amended to read as follows:*

**17.05.180: PERMITTED USES; PRINCIPAL:**

Principal permitted uses in an R-12 district shall be as follows:

- A. Single-family detached housing as specified by the R-8 district.
- B. Duplex housing.
- C. Pocket residential development ~~Cluster housing~~.
- D. Essential service (underground).
- E. "Home occupations" as defined in this title.
- F. Administrative.

**SECTION 19.** *That Coeur d'Alene Municipal Code Section 17.05.190 is amended to read as follows:*

**17.05.190: PERMITTED USES; ACCESSORY:**

Accessory permitted uses in an R-12 district shall be as follows:

- A. Garage or carport (attached or detached).
- B. Private recreation facility (enclosed or unenclosed).
- C. Accessory dwelling units.

**SECTION 20.** *That Coeur d'Alene Municipal Code Section 17.05.210 is amended to read as follows:*

**17.05.210: SITE PERFORMANCE STANDARDS; MAXIMUM HEIGHT:**

Maximum height requirements in an R-12 district shall be as follows:



- A. Principal structures shall not exceed ~~be thirty two one and one fourth~~ feet (32' ~~31-1/4'~~), unless otherwise specified; an additional story may be permitted on hillside lots that slope down from the street <sup>23</sup> .
- B. ~~All d~~Detached accessory structures, including garages and carports, with low or no slope roof shall ~~be one story not to~~ exceed fourteen feet (14').
- C. ~~All d~~Detached accessory structures, including garages and carports, with medium to high slope roof shall ~~be one story not to~~ exceed eighteen feet (18').
- ~~D. All other accessory buildings shall be twenty five feet (25').~~
- E. For public recreation, community education and religious assembly activities: principal structures shall not exceed ~~be forty five three and three fourths~~ feet (45' ~~43-3/4'~~).
- ~~E~~F. A variance may be granted for additional height <sup>24</sup>

**SECTION 21.** *That Coeur d'Alene Municipal Code Section 17.05.230 is amended to read as follows:*

**17.05.230: SITE PERFORMANCE STANDARDS; MINIMUM LOT:**

Minimum lot requirements in an R-12 district shall be as follows:

- A. 1. Three thousand five hundred (3,500) square feet per unit except for single-family detached housing; a two (2) unit per gross acre density increase may be awarded for each gross acre included in a pocket residential ~~cluster housing~~ development.
- 2. Five thousand five hundred (5,500) square feet per single-family detached lot.
- B. All buildable lots, other than pocket residential developments, must have fifty feet (50') of frontage on a public street, unless alternative is approved by the city through the normal subdivision procedure or unless lot is nonconforming, see section [17.06.980](#) of this title.

**SECTION 22.** *That Coeur d'Alene Municipal Code Section 17.05.240 is amended to read as follows:*

**17.05.240: SITE PERFORMANCE STANDARDS; MINIMUM YARD:**

Minimum yard requirements for residential activities in an R-12 district shall be as follows:

- A. Single-family and duplex structures must meet the minimum yard requirements for a single family structure established by the R-3 district. ~~For single-family and duplex, see the R-8 district.~~

B. For pocket residential developments see Section 17.07.1010. ~~cluster housing~~;

1. ~~Front: The front yard requirement shall be twenty feet (20').~~

2. ~~Side, Interior: The interior side yard requirement shall be ten feet (10').~~

3. ~~Side, Street: The street side yard requirement shall be twenty feet (20').~~

4. ~~Rear: The rear yard requirement shall be twenty five feet (25'). However, the required rear yard will be reduced by one half (1/2) when adjacent to public open space.~~

C. ~~For~~ Minimum distances between residential buildings on the same lot shall be determined by the currently adopted building code, see section 17.06.490 of this title.

D. There will be no permanent structures erected within the corner cutoff areas.

E. Extensions into yards are permitted in accordance with section 17.06.495 of this title.

**SECTION 23.** *That Coeur d'Alene Municipal Code Section 17.05.250 is amended to read as follows:*

**17.05.250: GENERALLY:**

A. The R-17 district is intended as a medium/high density residential district that permits a mix of housing types at a density not greater than seventeen (17) units per gross acre.

B. This district permits single-family detached housing as specified by the R-8 district and duplex housing as specified by the R-12 district.

C. This district is for establishment in those areas that are not suitable for lower density residential due to proximity to more intense types of land use.

D. This district is appropriate as a transition between low density residential and commercial districts, or as a buffer between arterial streets and low density residential districts.

E. In this district, a special use permit may be requested by the developer for a three (3) unit per gross acre density increase for each gross acre included in a pocket residential ~~cluster housing~~ development. This density increase provision is established to reflect the growing concern for energy and environment conservation.

F. Project review is required for all subdivisions and for all residential, civic, commercial, service and industry uses except residential uses for four (4) or fewer dwellings.

**SECTION 24.** *That Coeur d'Alene Municipal Code Section 17.05.260 is amended to read as follows:*

**17.05.260: PERMITTED USES; PRINCIPAL:**

Principal permitted uses in an R-17 district shall be as follows:

- A. Single-family detached housing as specified by the R-8 district.
- B. Duplex housing as specified by the R-12 district.
- C. Pocket residential development ~~Cluster housing~~.
- D. Multiple-family.
- E. Community education.
- F. Essential service.
- G. Home occupations as defined in this title.
- H. Childcare facility.
- I. Administrative.

**SECTION 25.** *That Coeur d'Alene Municipal Code Section 17.05.270 is amended to read as follows:*

**17.05.270: PERMITTED USES; ACCESSORY:**

Accessory permitted uses in an R-17 district shall be as follows:

- A. Garage or carport (attached or detached).
- B. Private recreation facility (enclosed or unenclosed).
- C. Mailroom and/or common use room for pocket residential ~~cluster housing~~ or multiple-family developments.
- D. Outside area or building for storage when incidental to the principal use.
- E. Accessory dwelling units.

**SECTION 26.** *That Coeur d'Alene Municipal Code Section 17.05.290 is amended to read as follows:*

**17.05.290: SITE PERFORMANCE STANDARDS; MAXIMUM HEIGHT:**

Maximum height requirements in an R-17 district shall be as follows:

- A. Single-family, and duplex structures ~~and cluster housing~~ shall not exceed ~~be~~ thirty two one and one fourth feet (32' 31 1/4'); additional story may be permitted on hillside lots that slope down from the street. See Section 17.07.1010 for maximum heights for pocket residential units.
- B. Multiple-family structures shall not exceed ~~be~~ forty five three and three fourths feet (45' 43 3/4').
- C. All detached accessory structures, including, garages and carports, with low or no slope roof shall ~~be one story~~ not to exceed fourteen feet (14').
- D. All detached accessory structures, including, garages and carports, with medium to high slope roof shall ~~be one story~~ not to exceed eighteen feet (18').
- E. For public recreation, community education and religious assembly activities, principal structures shall not exceed ~~be~~ forty five three and three fourths feet (45' 43 3/4').
- F. A variance may be granted for additional height <sup>29</sup> .
- G. ~~All other accessory buildings shall be twenty five feet (25').~~

**SECTION 27.** *That Coeur d'Alene Municipal Code Section 17.05.310 is amended to read as follows:*

**17.05.310: SITE PERFORMANCE STANDARDS; MINIMUM LOT:**

A. Minimum lot requirements in an R-17 district shall be as follows:

1. Two thousand five hundred (2,500) square feet per unit except for single-family or duplex housing. A three (3) unit per gross acre density increase may be awarded for each gross acre included in a pocket residential ~~cluster housing~~ development.
2. Five thousand five hundred (5,500) square feet per single-family detached lot.
3. Three thousand five hundred (3,500) square feet per unit for duplex housing lots.

B. All buildable lots, other than pocket housing developments, must have fifty feet (50') of frontage on a public street unless an alternative is approved by the city through the normal subdivision procedure or unless lot is nonconforming, see section [17.06.980](#) of this title.

**SECTION 28.** *That Coeur d'Alene Municipal Code Section 17.05.320 is amended to read as follows:*

**17.05.320: SITE PERFORMANCE STANDARDS; MINIMUM YARD:**

Minimum yard requirements for residential activities in an R-17 District shall be as follows:

A. Single-family and duplex structures must meet the minimum yard requirements for a single family structure established by the R-3 district. ~~For single-family and duplex, see the R-8 District.~~

B. For pocket residential developments, see Section [17.07.1010](#) ~~cluster housing, see the R-8 district.~~

C. Multiple-family at seventeen (17) U/A:

1. Front: The front yard requirement shall be twenty feet (20').

2. Side, Interior: The interior side yard requirement shall be ten feet (10').

3. Side, Street: The street side yard requirement shall be twenty feet (20').

4. Rear: The rear yard requirement shall be twenty feet (20'). However, the required rear yard will be reduced by one-half (1/2) when adjacent to public open space (see Section [17.06.480](#)).

D. ~~For M~~ Minimum distances between residential buildings on the same lot shall be determined by the currently adopted building code, ~~see section [17.06.490](#) of this title.~~

E. There will be no permanent structures erected within the corner cutoff areas.

F. Extensions into yards are permitted in accordance with Section [17.06.495](#).

**SECTION 29.** *That Coeur d'Alene Municipal Code Section 17.05.340 is amended to read as follows:*

**17.05.340: PERMITTED USES; PRINCIPAL:**

Principal permitted uses in an R-34 District shall be as follows:

- A. Pocket residential cluster housing developments as specified by the R-17 District.
- B. Multiple-family housing.
- C. Essential service.

**SECTION 30.** *That Coeur d'Alene Municipal Code Section 17.05.350 is amended to read as follows:*

**17.05.350: PERMITTED USES; ACCESSORY:**

Accessory permitted uses in an R-34 District shall be as follows:

- A. Garage or carport (attached or detached).
- B. Private recreation facility (enclosed or unenclosed).
- C. Mailroom or common use room for pocket residential cluster housing or multiple-family development.
- D. Outside area or building for storage when incident to the principal use.
- E. Accessory dwelling units.

**SECTION 31.** *That Coeur d'Alene Municipal Code Section 17.05.370 is amended to read as follows:*

**17.05.370: SITE PERFORMANCE STANDARDS; MAXIMUM HEIGHT:**

Maximum height requirements in an R-34 District shall be as follows:

- A. For pocket residential developments see 17.07.1010 ~~Cluster housing shall be thirty one and one fourth feet (31 1/4"). One additional story may be permitted on hillside lots that slope down from the street (see Section 17.06.315).~~
- B. Multiple-family and nonresidential structures ~~activities~~ shall not exceed ~~be~~ sixty three two and one half feet (63' 6 1/2').
- C. All detached accessory structures, including garages and carports, with low or no slope roof shall ~~be one story not to~~ exceed fourteen feet (14').
- D. All detached accessory structures, including, garages and carports, with medium to high slope roof shall ~~be one story not to~~ exceed eighteen feet (18').

E. ~~All other accessory structures when separate from main structure shall be twenty five feet (25').~~

F. Accessory structures when part of main structure shall be the same as the main structure.

F.G. A variance may be granted for additional height (see Section 17.06.330).

G. One additional story may be permitted on hillside lots that slope down from the street (see Section 17.06.315).

**SECTION 32.** *That Coeur d'Alene Municipal Code Section 17.05.390 is amended to read as follows:*

**17.05.390: SITE PERFORMANCE STANDARDS; MINIMUM LOT:**

Minimum lot requirements in an R-34 district shall be as follows:

A. One thousand two hundred seventy five (1,275) square feet per unit for multiple-family at thirty four (34) U/A. A four (4) unit gross acre density increase may be granted for each gross acre included in the development.

B. Two thousand five hundred (2,500) square feet per acre for pocket residential developments ~~cluster housing~~ at seventeen (17) U/A. A three (3) unit per gross acre density increase may be granted for each gross acre included in the development. All building lots must have seventy five feet (75') of frontage on a public street, unless an alternative is approved by the city through the normal subdivision procedure or unless the lot is nonconforming, see section [17.06.980](#) of this title.

**SECTION 33.** *That Coeur d'Alene Municipal Code Section 17.05.400 is amended to read as follows:*

**17.05.400: SITE PERFORMANCE STANDARDS; MINIMUM YARD:**

Minimum yard requirements in an R-34 district shall be as follows:

A. For pocket residential development, see [17.07.1010](#) ~~cluster housing~~, see the R-17 district.

B. For multiple-family at thirty four (34) U/A:

1. Front: The front yard requirement shall be twenty feet (20').
2. Side, Interior: The interior side yard requirement shall be ten feet (10').
3. Side, Street: The street side yard requirement shall be twenty feet (20').

4. Rear: The rear yard requirement shall be twenty feet (20'). However, the required rear yard will be reduced by one-half (1/2) when adjacent to public open space<sup>30</sup>.

C. ~~For M~~Minimum distances between residential buildings on the same lot shall be determined by the currently adopted building code, see section [17.06.490](#) of this title.

D. There will be no permanent structures erected within the corner cutoff areas.

E. Extensions into yards are permitted in accordance with section [17.06.495](#) of this title.

**SECTION 34.** *That Coeur d'Alene Municipal Code Section 17.05.430 is amended to read as follows:*

**17.05.430: PERMITTED USES; ACCESSORY:**

Accessory permitted uses in an MH-8 district shall be as follows:

A. Garage or carport (attached or detached).

B. Management office.

C. Mailroom or common use room (in conjunction with a mobile home park).

D. Private unenclosed recreation facilities (in conjunction with a mobile home park).

E. For individually sited mobile homes, private recreation facilities (enclosed or unenclosed).

F. Outside area or buildings for storage when incidental to a mobile home park.

G. Accessory dwelling units.

**SECTION 35.** *That Coeur d'Alene Municipal Code Section 17.05.450 is amended to read as follows:*

**17.05.450: SITE PERFORMANCE STANDARDS; MAXIMUM HEIGHT:**

Maximum height requirements in an MH-8 district shall be as follows:

A. Mobile homes shall not exceed ~~be nineteen eighteen and three quarters feet (19' 18 3/4')~~.

B. All detached accessory structures, including garages and carports, with low or no slope roof shall not exceed fourteen feet (14'). ~~Garages, carports and storage structures shall be one story not to exceed fourteen feet (14').~~



C. All detached accessory structures, including, garages and carports, with medium to high slope roof shall not exceed eighteen feet (18'). ~~All other accessory buildings shall be twenty five feet (25').~~

D. For public recreation, community education and religious assembly activities: principal structure shall not exceed ~~be~~ forty five ~~three and three-quarters~~ feet (45' 43 3/4').

**SECTION 36.** *That Coeur d'Alene Municipal Code Section 17.05.490 is amended to read as follows:*

**17.05.490: GENERALLY:**

A. 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.

B. This District should be located adjacent to arterials, however, joint access developments are encouraged.

C. A variance may be granted to partially waive off-street parking and/or lot coverage requirements for ~~cluster commercial~~ or commercial developments utilizing common parking facilities.

D. Residential developments in this district are permitted as specified by the R-17 District.

E. Project review (Article IV of Chapter 17.07) is required for all subdivisions and for all residential, civic, commercial, service, and industry uses, except residential uses for four (4) or fewer dwellings.

**SECTION 37.** *That Coeur d'Alene Municipal Code Section 17.05.500 is amended to read as follows:*

**17.05.500: PERMITTED USES; PRINCIPAL:**

Principal permitted uses in a C-17 District shall be as follows:

1. Single-family detached housing (as specified by the R-8 District).
2. Duplex housing (as specified by the R-12 District).
3. Pocket residential development ~~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.

**SECTION 38.** *That Coeur d'Alene Municipal Code Section 17.05.510 is amended to read as follows:*

**17.05.510: PERMITTED USES; ACCESSORY:**

Accessory permitted uses in a C-17 district shall be as follows:

- A. Residential accessory uses as permitted by the R-17 district.
- B. Outside area or buildings for storage and/or preparation of merchandise or goods necessary for and incidental to the principal use.
- C. Apartment for resident caretaker watchman.
- D. Private recreation (enclosed or unenclosed).
- E. Accessory dwelling units.

**SECTION 39.** *That Coeur d'Alene Municipal Code Section 17.05.560 is amended to read as follows:*

**17.05.560: SITE PERFORMANCE STANDARDS; MINIMUM YARD:**

Minimum yard requirements in a C-17 District shall be as follows:

A. Single-family and duplex structures must meet the minimum yard requirements for a single family structure established by the R-3 district. For single family, and duplex and cluster housing, see the R-8 District.

B. For pocket residential developments see Section 17.07.1010.

CB. For multiple-family, see the R-17 District.

DC. For remaining uses:

1. Front: The front yard requirement shall be ten feet (10') except where majority of the property of the same block is already developed to the property line, in which case the front yard setback is zero feet (0').

2. Side And Rear: The side and rear yard requirements shall be zero feet (0') except as required by Life Safety or Uniform Building Codes and except when the side or rear abuts a lot in a different district that requires rear or side yards, in which case the property in this District shall have setbacks as specified in Section [17.06.475](#) of this Title.

ED. There will be no permanent structures constructed within the corner cutoff

**SECTION 40.** *That Coeur d'Alene Municipal Code Section 17.05.570 is amended to read as follows:*

**17.05.570: GENERALLY:**

A. The C-17L District is intended as a low density commercial and residential mix district. This District permits residential development at a density of seventeen (17) units per gross acre as specified by the R-17 District and limited service commercial businesses whose primary emphasis is on providing a personal service.

B. Retail/wholesale commercial would require the granting of a special use permit in accordance with Section [17.09.205](#) of this Title.

C. This District is suitable as a transition between residential and commercial zoned areas and should be located on designated collector streets or better for ease of access and to act as a residential buffer.

D. A variance may be granted to partially waive off-street parking and/or lot coverage requirements for ~~cluster~~ commercial developments utilizing common parking.

E. Project review (Article IV of Chapter 17.07 of this Title) is required for all subdivision and for all residential, civic, commercial, service and industry uses except residential uses for four (4) or fewer dwellings.

**SECTION 41.** *That Coeur d'Alene Municipal Code Section 17.05.580 is amended to read as follows:*

**17.05.580: PERMITTED USES; PRINCIPAL:**

Principal permitted uses in a C-17L District shall be as follows:

- A. Single-family detached housing (as specified by the R-8 District).
- B. Duplex housing (as specified by the R-12 District).
- C. Pocket residential development ~~Cluster housing~~ (as specified by the R-17 District).
- D. Multiple-family (as specified by the R-17 District).
- E. Home occupation.
- F. Community education.
- G. Essential service.
- H. Community assembly.
- I. Religious assembly.
- J. Public recreation.
- K. Neighborhood recreation.
- L. Automobile parking when serving an adjacent business or apartments.
- M. Hospitals/health care.
- N. Professional offices.
- O. Administrative offices.
- P. Banks and financial establishments.
- Q. Personal service establishment.
- R. Group dwelling-detached housing.
- S. Handicapped or minimal care facility.

- T. Child care facility.
- U. Juvenile offenders facility.
- V. Boarding house.
- W. Nursing/convalescent/rest homes for the aged.
- X. Rehabilitative facility.
- Y. Commercial film production.

**SECTION 42.** *That Coeur d'Alene Municipal Code Section 17.05.590 is amended to read as follows:*

**17.05.590: PERMITTED USES; ACCESSORY:**

Accessory permitted uses in a C-17L District shall be as follows:

- A. Residential accessory uses as permitted by the R-17 District.
- B. Outdoor storage or building when incidental to the principal use.
- C. Apartment for resident caretaker.
- D. Private recreation (enclosed or unenclosed).
- E. Accessory dwelling units.

**SECTION 43.** *That Coeur d'Alene Municipal Code Section 17.05.610 is amended to read as follows:*

**17.05.610: SITE PERFORMANCE STANDARDS; MAXIMUM HEIGHT:**

Maximum height requirements in a C-17L District shall be as follows:

- A. Residential height limitations are as specified by the R-17 District.
- B. For the remaining uses within two (2) blocks of the DC district, there shall be no height limitation.
- C. For remaining uses outside of two (2) blocks of the DC district shall not exceed ~~be~~ sixty three ~~two and five tenths~~ feet (63' 62.5').

D. A variance may be granted for additional height (see Section [17.06.330](#) of this Title).

**SECTION 44.** *That Coeur d'Alene Municipal Code Section 17.05.685 is amended to read as follows:*

**17.05.685: BASIC DEVELOPMENT STANDARDS; FLOOR AREA RATIO:**

~~A. Floor Area Ratio Defined:~~

~~1. Floor Area Ratio (FAR) is a method of calculating allowable floor area. The FAR multiplied by the parcel size (in square feet) equals the amount of allowable floor area that can be built within a development. For the purposes of the DC District, floor area is measured to the inside face of exterior walls. The following shall be excluded from floor area calculation:~~

- ~~— a. Space below grade.~~
- ~~— b. Space dedicated to parking.~~
- ~~— c. Mechanical spaces.~~
- ~~— d. Elevator and stair shafts.~~
- ~~— e. Lobbies and common spaces, including atriums.~~
- ~~— f. Space used for any bonus feature allowed under subsection C of this section.~~

~~2. Parcel size, for the purposes of this section, is the total contiguous lot or lots under common ownership.~~

~~B. Basic Floor Area Ratio Allowed:~~

~~Without using the bonus features allowed under subsection C of this section, the maximum allowable FAR is 4.0.~~

~~BC. Floor Area Ratio Allowed with Bonuses:~~

~~FAR may be increased to a maximum of 6.0 by using the bonus features allowed under this subsection. The additional FAR allowed for each feature is as follows:~~

~~1. Street Level Retail:~~



100 square feet of floor area shall be allowed for each lineal foot of retail frontage for uses providing goods and services, including food and drink, adjacent to, visible from, and accessible from the sidewalk.

## 2. Public Plaza / Courtyard:

5 square feet of floor area shall be allowed for each square foot of plaza/courtyard that is accessible to the public at all times, predominantly open to the sky, and for use principally by people, as opposed to merely a setting for the building. It must abut and be within 3 feet in elevation of a sidewalk, at least 10% of the area shall be planted with trees and other vegetation. There must be seating, lighting and penetration of sunlight. The plaza may be located anywhere within the DC district to qualify for this bonus.

## 3. Canopy:

4 square feet of floor area shall be allowed for each square foot of canopy, The canopy must be a rigid structure covered with fabric, metal or other material and supported by a building at one or more points, projecting over an entrance, window, outdoor service area or walkway with the purpose of sheltering persons from sun, wind and precipitation.

## 4. Public Art:

10 square feet of floor area for each \$100 of valuation shall be allowed for any form of painting, mural, mosaic, sculpture, or other work of art as approved by the Arts Commission. Documentation of building costs and appraised value of the art feature shall be provided. The art feature must be displayed on the exterior of a building, at or near the pedestrian entrance or on a public plaza.

## 5. Water Feature:

10 square feet of floor area shall be allowed for each \$100 of valuation for a fountain, cascade, stream, fall, pond of water, or combination thereof, that serves as a focal point. It must be a water-efficient design located outside of a building and be publicly visible and accessible. Water features must comply with City policies regarding water usage. It must be active during daylight hours. During periods of water use restrictions and freezing such features may be turned off.

## 6. Parking, Structured:

0.5 square feet of floor area shall be allowed for each square foot of required parking contained within an above grade, enclosed or screened building, designed to appear like it is part of the larger building complex. The parking may be provided anywhere within the DC district to qualify for this bonus.

7. Parking, Below Grade:

1 square foot of floor area shall be allowed for each square foot of required parking provided below grade. Any portion of structure containing parking that is located below the average finished grade around a building qualifies for this bonus. The parking may be provided anywhere within the DC district to qualify for this bonus.

8. Green Roof:

2 square feet of floor area shall be allowed for each square foot of green roof designed with principles of environmental sustainability, involving the use of vegetation and storm water collection and cleaning. The roof need not be accessible.

9. Day Care:

4 square feet of floor area shall be allowed for each square foot of day care space in the building that is used for providing for the care of children or elderly people, generally during the hours of 6am and 7pm. Such use shall comply with all applicable City standards.

10. Health Club:

2 square feet of floor area shall be allowed for each square foot of health club uses that offers exercise and recreational activities for tenants and/or the general public, either with or without a fee.

11. Public Meeting Rooms:

5 square feet of floor area shall be allowed for each square foot of meeting room space that can be used by the general public and has a capacity of at least 50 people. It may operate under a reservation or nominal fee system, but must be easily accessible from a lobby or plaza

12. Workforce Housing:

4 square feet of floor area shall be allowed for each square foot of workforce housing provided within 1.5 miles of the project site and within the city limits. For purposes of this code, workforce housing is defined as dwelling units available to households making less than the median income for all households within the city limits.

**SECTION 45.** *That Coeur d'Alene Municipal Code Section 17.05.770 is amended to read as follows:*

**17.05.770: SITE PERFORMANCE STANDARDS; MAXIMUM HEIGHT:**

Maximum height requirements for an LM district shall be as follows:

A. For all uses, sixty ~~three two and five tenths~~ feet (63' 62.5').

B. A variance may be granted for additional height <sup>35</sup>.

**SECTION 46.** *That Coeur d'Alene Municipal Code Section 17.05.850 is amended to read as follows:*

**17.05.850: SITE PERFORMANCE STANDARDS; MAXIMUM HEIGHT:**

Maximum height requirements in an M district shall be as follows:

A. For all uses, sixty ~~three two and five tenths~~ feet (63' 62.5').

B. A variance may be granted for additional height <sup>36</sup>.

**SECTION 47.** *That a new Section 17.05.1000, entitled Neighborhood Commercial ("NC") District; Purpose of the District, is added to the Coeur d'Alene Municipal Code as follows:*

**XV. Neighborhood Commercial ("NC") District**

**17.05.1000: PURPOSE OF THE DISTRICT:**

The Neighborhood Commercial District is intended to allow for the location of enterprises that mainly serve the immediate surrounding residential area and that provide a scale and character that are compatible with residential buildings. It is expected that most customers would reach the businesses by walking or bicycling, rather than driving.

**SECTION 48.** *That a new Section 17.05.1010, entitled Uses, is added to the Coeur d'Alene Municipal Code as follows:*

**17.05.1010: USES:**

**A. Permitted Uses:**

Permitted uses in a NC District are as follows:

1. Retail.
2. Personal services.
3. Commercial and professional office.
4. Medical/dental.

5. Day care.
6. Residential (above the ground floor only).
7. Parks.

**B. Specially Permitted Uses:**

Uses allowed by special use permit only are as follows:

1. Religious institutions.
2. Schools.

**C. Specifically Prohibited Uses:**

The following uses are prohibited in NC Districts:

1. Industrial.
2. Warehouses.
3. Outdoor storage or display of goods, other than plants.
4. Mini-storage.
5. Sales, repair or maintenance of vehicles, boats, or equipment.
6. Gasoline service stations.
7. Detention facilities.
8. Commercial Parking.

**D. Additional Prohibited Uses:**

In addition to the uses listed in subsection C above, any other uses that the Planning Director determines is not in conformity with the purpose and intent of the district are prohibited. The decision of the Planning Director may be appealed by following the administrative appeal procedure found at Municipal Code Section 17.09.705 through 17.09.715.

**SECTION 49.** *That a new Section 17.05.1020, entitled Basic Development Standards; Maximum Building Height, is added to the Coeur d'Alene Municipal Code as follows:*

**17.05.1020: BASIC DEVELOPMENT STANDARDS; MAXIMUM BUILDING HEIGHT:**

The maximum height for all uses in a NC District shall not exceed 32 feet.

**SECTION 50.** *That a new Section 17.05.1030, entitled Basic Development Standards; Maximum Floor Area, is added to the Coeur d'Alene Municipal Code as follows:*

**17.05.1030: BASIC DEVELOPMENT STANDARDS; MAXIMUM FLOOR AREA:**

**A. Maximum Floor Area Ratio:**

The floor area ratio (FAR) for non-residential uses in a NC District is 1.0 with a total FAR of 1.5 when a ground floor permitted use is combined with a second level residential unit.

**B. Maximum Floor Area:**

The maximum floor area shall not exceed 4,000 square feet for retail uses. All other non-residential uses shall not exceed 8,000 square feet.

**SECTION 51.** *That a new Section 17.05.1040, entitled Basic Development Standards; Minimum Parking, is added to the Coeur d'Alene Municipal Code as follows:*

**17.05.1040: BASIC DEVELOPMENT STANDARDS; MINIMUM PARKING:**

The parking ratios in a NC district shall be as follows:

**A. Non-Residential Uses:**

Non-residential uses must provide at least 3 parking stalls per 1000 square feet of floor area.

**B. Permitted Residential Uses:**

Permitted residential uses must provide 1.5 stalls per dwelling unit.

**SECTION 52.** *That a new Section 17.05.1050, entitled Basic Development Standards; Setback and Screening from Residential Districts, is added to the Coeur d'Alene Municipal Code as follows:*

**17.05.1050: BASIC DEVELOPMENT STANDARDS; SETBACK AND SCREENING FROM RESIDENTIAL DISTRICTS:**

**A. Setbacks from Residential Districts:**

All uses in a NC District that are adjacent to a residential zoning district must have a minimum 8 inches of horizontal distance for every foot of building height.

**B. Screening from Residential Districts:**

Any use within a NC District that is adjacent to a Residential District must have a 10 foot wide (minimum) planting strip containing evergreen trees along the area bordering the two districts. The trees must be at least 15 feet tall at time of planting and be planted no more than 25 feet apart.

**SECTION 53.** *That a new Section 17.05.1060, entitled Basic Development Standards; Landscaping, is added to the Coeur d'Alene Municipal Code as follows:*

**17.05.1060: BASIC DEVELOPMENT STANDARDS; LANDSCAPING:**

Each use in a NC District must plant one tree for every 8 surface parking stalls. The trees shall be at least 15 feet tall at time of planting.

**SECTION 54.** *That a new Section 17.05.1070, entitled Basic Development Standards; Design Standards, is added to the Coeur d'Alene Municipal Code as follows:*

**17.05.1070: BASIC DEVELOPMENT STANDARDS; DESIGN STANDARDS**

The following design standards shall apply to all uses within a NC District:

- A. At least 50% of any first floor wall facing an arterial street must be glass.
- B. If the building does not abut the sidewalk, there must be a walkway between the sidewalk and the primary entrance.
- C. Surface parking should be located to the rear or to the side of the principal building.
- D. Trash areas must be completely enclosed by a structure constructed of materials similar to the principal building. Dumpsters must have rubber lids.
- E. Buildings must be designed with a residential character, including elements such as pitched roofs, lap siding, and wide window trim.
- F. Lighting greater than 1 footcandle is prohibited. All lighting fixtures shall be a “cut-off” design to prevent spillover.

G. Wall-mounted signs are preferred, but monument signs no higher than 6 feet are allowed. Roof-mounted signs and pole signs are not permitted.

H. Signs shall not be internally lighted, but may be indirectly lighted.

**SECTION 55.** *That a new Section 17.05.1080, entitled Limited Hours of Operation, is added to the Coeur d'Alene Municipal Code as follows:*

**17.05.1080: LIMITED HOURS OF OPERATION:**

Non-residential uses may only be open for business between the hours of 6am and 10pm.

**SECTION 56.** *That a new Section 17.05.1200, entitled Community Commercial (“CC”) District; Purpose of the District, is added to the Coeur d'Alene Municipal Code as follows:*

**XVI. Community Commercial (“CC”) District**

**17.05.1200: PURPOSE OF THE DISTRICT:**

The Community Commercial District is intended to allow for the location of enterprises that mainly serve the surrounding residential areas and that provide a scale and character that are compatible with residential buildings.

**SECTION 57.** *That a new Section 17.05.1210, entitled Uses, is added to the Coeur d'Alene Municipal Code as follows:*

**17.05.1210: USES:**

**A. Permitted Uses:**

Permitted uses in a CC District are as follows:

1. Retail.
2. Personal Services.
3. Commercial and Professional Office.
4. Medical/Dental.
5. Day Care.
6. Residential (above the ground floor only).

7. Parks.

**B. Specially Permitted Uses:**

Uses allowed by special use permit only are as follows:

1. Religious Institutions.
2. Schools.
3. Gasoline Service Stations.

**C. Specifically Prohibited Uses:**

The following uses are prohibited in CC Districts:

1. Industrial.
2. Warehouses.
3. Outdoor storage or Display of Goods, other than plants.
4. Mini-storage.
5. Sales, Repair or Maintenance of Vehicles, Boats, or Equipment.
6. Detention facilities.
7. Commercial Parking.

**D. Additional Prohibited Uses:**

In addition to the uses listed in subsection C above, any other uses that the Planning Director determines is not in conformity with the purpose and intent of the district are prohibited. The decision of the Planning Director may be appealed by following the administrative appeal procedure found at Municipal Code Section 17.09.705 through 17.09.715.

**SECTION 58.** *That a new Section 17.05.1220, entitled Basic Development Standards; Maximum Building Height, is added to the Coeur d'Alene Municipal Code as follows:*

**17.05.1220: BASIC DEVELOPMENT STANDARDS; MAXIMUM BUILDING HEIGHT:**

The maximum height for all uses shall not exceed 32 feet.



**SECTION 59.** *That a new Section 17.05.1230, entitled Basic Development Standards; Maximum Floor Area, is added to the Coeur d'Alene Municipal Code as follows:*

**17.05.1230: BASIC DEVELOPMENT STANDARDS; MAXIMUM FLOOR AREA:**

**A. Maximum Floor Area Ratio:**

The floor area ratio (FAR) for non-residential uses in a NC District is 1.0 with a total FAR of 1.5 when a ground floor permitted use is combined with a second level residential unit.

**B. Maximum Floor Area:**

The maximum floor area shall not exceed 10,000 square feet for retail uses. All other non-residential uses shall not exceed 20,000 square feet.

**SECTION 60.** *That a new Section 17.05.1240, entitled Basic Development Standards; Minimum Parking, is added to the Coeur d'Alene Municipal Code as follows:*

**17.05.1240: BASIC DEVELOPMENT STANDARDS; MINIMUM PARKING:**

The parking ratios in a CC district shall be as follows:

**A. Non-Residential Uses:**

Non-residential uses must provide at least 3 parking stalls per 1000 square feet of floor area.

**B. Permitted Residential Uses:**

Permitted residential uses must provide 1.5 stalls per dwelling unit.

**SECTION 61.** *That a new Section 17.05.1250, entitled Basic Development Standards; Setback and Screening from Residential Districts, is added to the Coeur d'Alene Municipal Code as follows:*

**A. Setbacks from Residential Districts:**

All uses in a CC District that are adjacent to a residential zoning district must have a minimum 8 inches of horizontal distance for every foot of building height.

**B. Screening from Residential Districts:**

Any use within a CC District that is adjacent to a Residential District must have a 10 foot wide (minimum) planting strip containing evergreen trees along the area bordering the two districts.

The trees must be at least 15 feet tall at time of planting and be planted no more than 25 feet apart.

**SECTION 62.** *That a new Section 17.05.1260, entitled Basic Development Standards; Landscaping, is added to the Coeur d'Alene Municipal Code as follows:*

**17.05.1260: BASIC DEVELOPMENT STANDARDS; LANDSCAPING:**

Each use in a CC District must plant one tree for every 8 surface parking stalls. The trees shall be at least 15 feet tall at time of planting.

**SECTION 63.** *That a new Section 17.05.1270, entitled Basic Development Standards; Design Standards, is added to the Coeur d'Alene Municipal Code as follows:*

**17.05.1270: BASIC DEVELOPMENT STANDARDS; DESIGN STANDARDS:**

The following design standards shall apply to all uses within a CC District:

- A. At least 50% of any first floor wall facing an arterial street must be glass.
- B. If the building does not abut the sidewalk, there must be a walkway between the sidewalk and the primary entrance.
- C. Surface parking should be located to the rear or to the side of the principal building.
- D. Trash areas must be completely enclosed by a structure constructed of materials similar to the principal building. Dumpsters must have rubber lids.
- E. Gasoline service stations, if approved, are limited to 4 double-sided pumps.
- F. Lighting greater than 2 footcandles is prohibited. All lighting fixtures shall be a "cut-off" design to prevent spillover.
- G. Wall-mounted signs are preferred, but monument signs no higher than 6 feet are allowed. Roof-mounted signs and pole signs are not permitted.

**SECTION 64.** *That Section 17.06.470 is hereby repealed:*

**SECTION 65.** *That Section 17.06.490 is hereby repealed:*

**SECTION 66.** *That a new Section 17.06.650, entitled Accessory Dwelling Units; Purpose and Applicability, is added to the Coeur d'Alene Municipal Code as follows:*

**17.06.650: ACCESSORY DWELLING UNITS (ADU); PURPOSE AND APPLICABILITY:**

A. Purpose:

The purpose of allowing ADUs is to:

1. Provide homeowners with a means of obtaining, through tenants in either the ADU or the principal unit, rental income, companionship, security, and services.
2. Add affordable units to the existing housing.
3. Make housing units available to moderate-income people who might otherwise have difficulty finding homes within the (city/county).
4. Develop housing units in single-family neighborhoods that are appropriate for people at a variety of stages in the life cycle.
5. Protect neighborhood stability, property values, and the single-family residential appearance of the neighborhood by ensuring that ADUs are installed under the conditions of this Ordinance.

B. Applicability:

Accessory Dwelling Units are permitted within all residential and commercial zoning districts.

**SECTION 67.** *That a new Section 17.06.660, entitled Accessory Dwelling Units; Basic Development Standards, is added to the Coeur d'Alene Municipal Code as follows:*

**17.06.660: ACCESSORY DWELLING UNITS; BASIC DEVELOPMENT STANDARDS:**

A. Maximum Building Height:

Maximum building heights for ADUs are:

1. 32 feet when built within the buildable area for the principle structure.

2. 14 feet when built in the rear yard with a low or no slope roof or 18 feet when built in the rear yard with a medium or high slope roof.

B. Setbacks:

Setbacks for ADUs are:

1. Front: The front yard requirement shall be twenty feet (20').
2. Side, Interior: The interior side yard requirement shall be five feet (5'). If there is no alley or other legal access behind a lot, each lot shall have at least one side yard of ten feet (10') minimum.
3. Side, Street: The street side yard requirement shall be ten feet (10').
4. Rear Yard: 0 feet.

D. Parking:

No additional parking beyond that required for the principal dwelling is required.

E. Owner Occupancy:

Either the principal dwelling unit or the accessory dwelling unit must be occupied by an owner of the property or an immediate family member of the property owner. Owner occupancy is defined as a property owner, as reflected in title records, who makes his or her legal residence at the site, as evidenced by voter registration, vehicle registration, or similar means, and actually resides at the site more than six months out of any given year.

F. Number of Occupants:

One accessory dwelling unit is permitted as subordinate to an existing single-family dwelling; provided the total number of occupants in both the principal dwelling unit and accessory dwelling unit combined do not exceed the maximum number established for a household as defined in Section 17.02.055.

G. Subdivision:

Accessory dwelling units shall not be subdivided or otherwise segregated in ownership from the principal dwelling unit.

H. Size and Scale:

The square footage of the accessory dwelling unit shall be a minimum of 300 square feet and a maximum of 700 square feet, excluding any garage area; provided, the square footage of the accessory dwelling unit shall not exceed 40 percent of the total square footage of the primary dwelling unit, excluding the garage area, as it exists or as it may be modified

I. Location:

The accessory dwelling unit may be added to or included within the principal unit, or located in a detached structure. Other code standards may apply.

J. Entrances:

The single-family dwelling containing the accessory dwelling unit shall have only one entrance on each front or street side of the residence

K. Additions:

Additions to an existing structure or newly constructed detached structures created for the purpose of developing an accessory dwelling unit, shall be designed consistent with the existing roof pitch, siding, and windows of the principal dwelling unit.

L. Conversion of Existing Structures:

Any existing structure that is converted into an accessory dwelling unit must meet all of the requirements of this section.

**SECTION 68.** *That a new Section 17.06.670, entitled Accessory Dwelling Units; Permitting and Enforcement, is added to the Coeur d'Alene Municipal Code as follows:*

**17.06.670: PERMITTING AND ENFORCEMENT:**

A. Application:

The property owner shall apply for an accessory dwelling unit permit and other applicable permits from the City. The application shall include an affidavit signed by the property owner affirming that the owner or an immediate family member will occupy the principal dwelling unit or accessory dwelling unit for more than six months per year.

B. Applicable Codes:

The accessory dwelling unit shall comply with all standards for single family dwellings, including height and setbacks, health and safety codes and all other applicable codes, except as provided in Municipal Code Sections 17.06.650 through 17.06.670.

C. Recording Requirements:

Approval of the accessory dwelling unit shall be subject to the applicant recording a document with the County recorder which runs with the land and identifies the address of the property, states that the owner(s) resides in either the principal dwelling unit or the accessory dwelling unit, includes a statement that the owner(s) will notify any prospective purchasers of the limitations of this section, and provides for the removal of the accessory dwelling unit if any of the requirements of this chapter are violated.

D. Permit:

Upon compliance with the provisions of this Municipal Code Section 17.06.650 through 17.06.670, an accessory dwelling unit permit will be issued.

E. Enforcement:

The city retains the right with reasonable notice to inspect the ADU for compliance with the provisions of this section.

F. Elimination/Expiration:

Elimination of an accessory dwelling unit may be accomplished by the owner recording a certificate with the County and the City's Planning Department stating that the accessory dwelling unit no longer exists on the property.

**SECTION 69.** *That Coeur d'Alene Municipal Code Section 17.06.820 is amended to read as follows:*

**17.06.820: GENERAL LANDSCAPE APPLICABILITY:**

A. Landscaping Required For Certain Required Yards And Corner Cutoff Areas: All required front yards, all street oriented required side yards, and all required corner cutoff areas shall be landscaped, except those areas occupied by authorized accessory uses, or required parking.

B. Landscaping Provisions: The landscaping provisions of this chapter shall generally apply as follows:

1. Commercial, civic, and manufacturing uses.
2. Pocket residential developments ~~Cluster~~ and multi-family housing.
3. Parking lots.
4. Mobile home parks.
5. Single-family and duplex housing.

For specific applicability of required landscaping, see subsections [17.06.830B](#) and [17.06.835B](#) of this chapter.

- C. Exceptions: The landscaping provisions of this chapter shall not apply to single-family and duplex housing, except that all required front yards, street side yards and corner cutoff areas shall be planted and maintained with vegetative cover or other approved material and one street tree is required for each street frontage.

**SECTION 70.** *That Coeur d'Alene Municipal Code Section 17.06.835 is amended to read as follows:*

**17.06.835: ENVIRONMENTAL LANDSCAPING:**

- A. Definition: "Environmental landscaping" is the reduction of noise, glare, sun, and air pollution through the introduction of landscaping.
- B. Applicability: Environmental landscaping is required as follows:

1. For pocket residential developments ~~cluster housing~~ or multi-family residential with four (4) or more dwelling units.
2. For commercial, civic, and manufacturing uses.
3. For nonresidential parking lots containing six (6) or more parking spaces.
4. For all new residential parking lots containing six (6) or more parking spaces.
5. For single-family and duplex housing.

Exceptions: Landscaping is not required for all nonconforming uses as they are established in and subject to section [17.06.905](#) of this chapter. For single-family and duplex housing, only street tree requirements shall apply.

C. Types Of Environmental Landscaping: For each of the applications listed in subsection B of this section, the following environmental landscaping shall be required:

1. Street trees.
2. Parking lot landscaping.

D. Street Trees: "Street trees" are defined in section [12.36.015](#) of this code. Following the adoption date of these regulations, all applicable developments shall be required to plant street trees in accordance with sections [12.36.400](#) through [12.36.425](#) of this code. For new single-family and duplex housing, a fee for each required street tree, in an amount to be set by resolution of the city council, shall be required at the time of building permit issuance. Said fee will be held by the city to ensure that the required street tree is planted. If the required street tree is not planted before the issuance of the certificate of occupancy, said fee shall be forfeited to the city and shall be deposited in the fund designated in section [12.36.125](#) of this code for maintenance and acquisition of street trees. Provided however, that nothing contained herein shall prevent the city from refunding said fee for retaining a healthy tree meeting the definition of "street tree" or from using the deposit to reimburse the owner of the new single-family residence or duplex for the cost of planting the required street tree within six (6) months following the issuance of the certificate of occupancy.

E. Parking Lots: Landscaping shall be required for all parking lots as described in subsections B3 and B4 of this section, excluding vehicle sales. This shall be in addition to buffer yards where required.

1. Amount Required: The amount of landscaping required is calculated as a percentage of the gross paved areas used for parking spaces. Traffic aisles and driveways are excluded from this calculation. This percentage is based on the number of parking spaces provided as follows:

| Number Of<br>Parking Spaces | Percent Gross Area<br>To Be Landscaped |
|-----------------------------|----------------------------------------|
| 5 - 90                      | 8                                      |
| 51 - 99                     | 10                                     |
| 100 - 300                   | 12                                     |

For parking lots with more than three hundred (300) parking spaces, the planning commission shall determine the amount and spacing of landscaping required up to a maximum not to exceed (2 percent additional) area per each one hundred (100) additional cars or fraction thereof, and no parking space shall be more than one hundred feet (100') from a landscaped area.



2. Material And Spacing Requirements: Except as provided in subsection E1 of this section, parking lot landscaping shall consist of, but is not limited to, a mix of deciduous and evergreen trees, shrubs, and ground cover. No parking space shall be more than sixty feet (60') from a landscaped area, and there shall be at least one tree for each three hundred (300) square feet of required landscape area.

**SECTION 71.** *That Coeur d'Alene Municipal Code Section 17.07.905 is amended to read as follows:*

**17.07.905: DEFINITIONS:**

Unless a provision states otherwise, the following terms and phrases, as used in this article and the design standards and guidelines adopted herein, shall have the following meanings:

**ARTICULATION OF DETAIL:** Focusing particular attention to the expression of the small elements of a design that collectively constitute the whole.

**CANOPY:** A rigid structure covered with fabric, metal or other material and supported by a building at one or more points projecting over an entrance, window, outdoor service area or walkway with the purpose of sheltering persons from sun, wind and precipitation.

**CLERESTORY:** An upper story wall of a room or building that contains windows and is open to the lower floor.

**CURB-BULB:** An extension of the curb and sidewalk that projects into the parking lane at intersections or other pedestrian crossings to facilitate pedestrian visibility and safety.

**DEFENSIBLE ENTRY:** Entry points and pathways configured to provide maximum opportunity to rightful users and/or residents to defend themselves against intruders or criminal activity.

**DORMER:** A vertical window set in a structure projecting from a sloping roof.

~~**FLOOR AREA RATION (FAR):** A method for calculating allowable floor area. The FAR multiplied by the parcel size equals the amount of allowable floor area that can be built within a development.~~

**MEDALLION:** Something resembling a large medal such as a tablet or panel in a wall or window bearing a figure in relief.

**MIXED USE:** Space within a building or project providing for more than one use (e.g., a loft or apartment project with retail, an apartment building with office space or an office building with retail space).

**OVERHANG:** A projecting bay or floor of a building that projects out beyond the floor below.

PARAPET: The vertical extension of a wall beyond the roofline.

PAVING, SPECIAL: A ground surface that is covered with material other than scored concrete or asphalt. Examples: Unit paving, stamped concrete, stone, concrete with significantly exposed aggregate.

PEDESTRIAN STREET: Pedestrian streets are Fourth Street between Roosevelt Avenue and Miller Avenue.

PORTICO: A colonnade or covered porch generally used at the entrance to a building.

SIDELIGHTS: Windows located to the side of entry doors.

SILL: Horizontal slightly projecting feature made of wood, stone, masonry, or metal that creates a shadow line at the bottom edge of a window.

STREET FURNITURE: Manmade items located in the sidewalk including, but not limited to, benches, signage, bollards, lighting, trash receptacles, and bike racks.

STREETSCAPE: All the elements that constitute the physical makeup of a street and that, as a group, define its character, including building frontage, street paving, street furniture, landscaping, awnings, marquees, and lighting.

THROUGH BLOCK CONNECTION: Walkway that allows the general public to walk through a block, between two parallel streets or a street and an alley.

**SECTION 72.** *That Coeur d'Alene Municipal Code Section 17.07.920 is amended to read as follows:*

**17.07.920: DEVELOPMENT INTENSITY:**

~~A. Floor Area Ratio: Allowable floor area within the infill overlay districts subject to this article shall be calculated using floor area ratio (FAR). The amount of allowable floor area that can be built within a development is determined by multiplying the parcel size by the FAR. (Example: A parcel size of 10,000 square feet multiplied by a FAR of 2 equals 20,000 square feet of allowable floor area).~~

~~B. Allowable Floor Area Ratios: The amount of allowable floor area shall be determined using the following:~~

~~1. Table Of Allowable Floor Area Ratios:~~

~~ALLOWABLE FLOOR AREA RATIOS~~

| Overlay District | Nonresidential Use | Residential Use | Combined     |         |
|------------------|--------------------|-----------------|--------------|---------|
| Basic            | With Bonuses       | Basic           | With Bonuses |         |
| DO-N             | 0.3                | 0.9             | 1.0          | 2.0 2.9 |
| DO-E             | 0.3                | 0.6             | 0.5          | 1.0 1.6 |
| MO               | 0.5                | 1.0             | 1.0          | 2.0 3.0 |

2. Additional Restrictions:

a. When using a combined FAR, the maximum FAR for each use category shall not be exceeded.

b. Hotels, motels, and bed and breakfast establishments are considered residential uses for the purpose of FAR.

c. FAR includes all structures on a site including accessory structures except:

(1) Floor area dedicated to parking.

(2) Elevators, staircases and mechanical spaces.

(3) Exterior decks, porches and arcades open to the air.

d. All development, including basic FAR, shall comply with the design standards and guidelines adopted pursuant to this article.

**BC. Development Bonuses:** The planning director may authorize an increased FAR (FAR bonus) for those developments that incorporate amenities listed in this subsection so long as the proposed amenity satisfies its design criteria and serves the intended purpose in the proposed location. An appeal may be taken to the design review commission by an aggrieved party from any determination of the planning director under this subsection by following the appeal procedures specified in section [17.07.945](#) of this article.

1. Minor Amenities: Each amenity in this subsection may allow an increase of 0.2 FAR from the basic allowable FAR up to the maximum allowable FAR.

a. Additional streetscape features: Seating, trees, pedestrian scaled lighting, and special paving in addition to any that are required by the design standards and guidelines adopted pursuant to this article.

b. Common courtyard or green: This space shall be available to tenants or residents of the development and shall be an area equal to at least four percent (4%) of the floor area of the building. There should be both paved areas and landscaping, with planting consuming at least thirty percent (30%) of the area. Seating and pedestrian scaled lighting must be provided.

c. Canopy over the public sidewalk: A permanent structure extending over the sidewalk a minimum of five feet (5') in width and extending along seventy five percent (75%) of a building's frontage at a minimum. The height above the sidewalk shall be between eight (8) and ten feet (10').

d. Alley enhancements: Pedestrian scaled lighting, special paving, and rear entrances intended to encourage pedestrian use of the alley.

e. Upgraded materials on building: Use of brick and stone on the building facades that face streets.

f. Preservation of grand scale tree(s): Preserving deciduous and evergreen trees measuring at least twenty inches (20") in diameter, when measured at 4.5 feet above the ground, and/or forty five feet (45') in height may qualify for a FAR bonus. Tree health and compatibility with the proposed development shall be reviewed by city urban forester. The number of trees preserved in order to satisfy this criteria is left to the discretionary review process.

2. Major Amenities: Each amenity in this subsection may allow an increase of 0.5 FAR from the basic allowable FAR up to the maximum allowable FAR.

a. Exterior public space: To qualify for this bonus the space must be available for public use from seven o'clock (7:00) A.M. to dusk. The space must be an area equal to at least two percent (2%) of the total interior floor space of the development and no dimension shall be less than eight feet (8'). Landscaping, textured paving, pedestrian scaled lighting, and seating must be included.

b. Public art or water feature: To qualify for this bonus the feature must be appraised at a value that is at least one percent (1%) of the value of building construction costs. Documentation of building costs and appraised value of the art or water feature shall be provided.

c. Through block pedestrian connection: To qualify for this bonus the walkway must be at least six feet (6') wide and allow the public to walk between a street and an alley or another street. The walkway must be flanked with plantings and pedestrian scaled lighting.

d. Belowground structure parking: To qualify for this bonus all required parking must be contained within a structure that is below grade.

**SECTION 73.** *That a new Article IX entitled Pocket Residential Development is added to chapter 17.07 of the Coeur d'Alene Municipal Code as follows:*

## **IX. POCKET RESIDENTIAL DEVELOPMENT**

**SECTION 74.** *That a new Section 17.07.1000, entitled Title, Purpose and Applicability, is added to the Coeur d'Alene Municipal Code as follows:*

### **17.07.1000: TITLE, PURPOSE AND APPLICABILITY:**

A. Title:

The title of this article shall be known as *POCKET RESIDENTIAL DEVELOPMENT (PRD)*.

B. Purpose:

The purpose of this article is to:

1. Encourage greater efficiency of land use by allowing compact infill development on aggregate sites.
2. Stimulate new housing that is compatible in scale and character to established surrounding residential areas.
3. Produce a broader range of building forms for residential development.
4. Expand opportunities for home ownership, including both condominium and fee simple.
5. Ensure that residents of such housing enjoy a high quality environment, with permanence, stability and access to green space.

C. Applicability:

Pocket residential development is permitted within the R-8, R-12, R-17, C-17L and C-17 districts.

**SECTION 75.** *That a new Section 17.07.1010, entitled Basic Development Standards, is added to the Coeur d'Alene Municipal Code as follows:*

### **17.07.1010: BASIC DEVELOPMENT STANDARDS:**

A. Maximum Building Height:

The maximum height of principal structures within a pocket residential development is 25 feet.

B. Maximum Lot Coverage:

A pocket residential development may cover no more than 50% of the lot.

C. Setbacks:

1. Front: The front yard requirement shall be twenty feet (20').
2. Side Yard, adjacent to other residentially zoned property: If the side yard is adjacent to other residentially zoned property the side yard shall be ten feet (10').
3. Side Yard, Interior to site: If platted, the side yard, interior to the site may be 0.
4. Side Yard, Street: The street side yard requirement shall be ten feet (10').
5. Rear Yard: 15 feet.

D. Minimum and Maximum Site Size:

1. The minimum site size for a pocket residential development is as follows:

R-8 Zone:

16,500 square feet.

R-12 Zone:

10,500 square feet.

R-17, C-17L, and C-17 Zones:

7,500 square feet.

2. Pocket Residential Developments over 1.5 acres must be approved as a Planned Unit Development.

F. Density:

The density in a pocket residential development is limited to that allowed in the appropriate zoning district on a site of the same size.

G. Frontage:

Frontage on a public street is not required for lots in a pocket housing development provided that the Planning and Zoning Commission determines through the subdivision process that the development provides for adequate access to the lot via easements, shared driveways or other means.

H. Parking:

The amount of required parking for a pocket residential development is:

1. One stall for each one-bedroom dwelling.
2. Two stalls for each dwelling having two or more bedrooms.

I. Usable Open Space:

Pocket residential developments must provide usable open space for residents. Such space may be either in a common, shared form or associated with individual units. The minimum required amount is 300 square feet per dwelling unit. The open space must be at least 15 feet wide at the narrowest dimension and must be planted with grass and one tree (minimum of 2 inch caliper) for each 300 square feet of open space. Hard-surfaced patios or decks may occupy up to one-half of the required area.

**SECTION 76.** *That a new Section 17.07.1020, entitled Design Standards, is added to the Coeur d'Alene Municipal Code as follows:*

**17.07.1020: DESIGN STANDARDS:**

A. Ground Level Access:

In order to create the appearance of individual homes, rather than apartments, each dwelling unit shall have its own individual access from grade. Stacked Units with internal stairways accessed from grade are permitted.



*Individual Access from Grade*



*Example of Individual Access for Each Unit*



*Example of Individual Access with Shared Open Space*

**B. Parking Lots:**

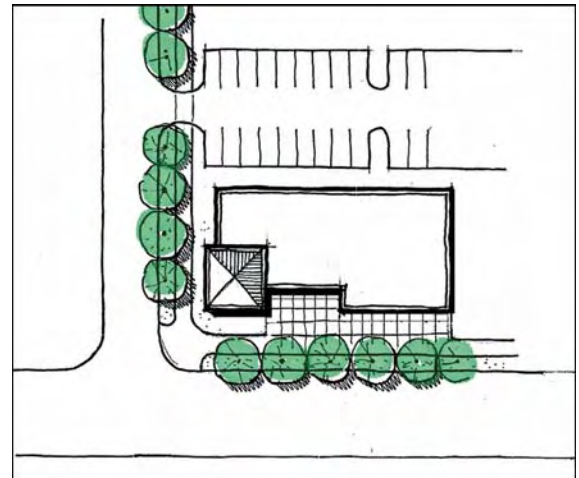
To ensure that parking is as unobtrusive as possible the following standards must be met:

1. Alley Access:

If the development abuts an alley, parking must be accessed from the alley.

2. Screening:

Surface parking lots shall be screened both from the street and adjacent residential development by a combination of trees and shrubs. Trees shall be at least 2" in cal at the time of planting and no more than 30 feet apart. Shrubs shall be at least 30" in height at the time of planting. Decorative walls or fences no more than 48" in height may be used in lieu of shrubs.



*Example of Surface Parking Accessed from Alley*



### 3. Paving:

All surface parking shall be paved with asphalt, concrete or unit pavers. Gravel is not permitted.



*Planting Material Screen*



*Example of Surface Parking Screened from Street*

### C. Lighting:

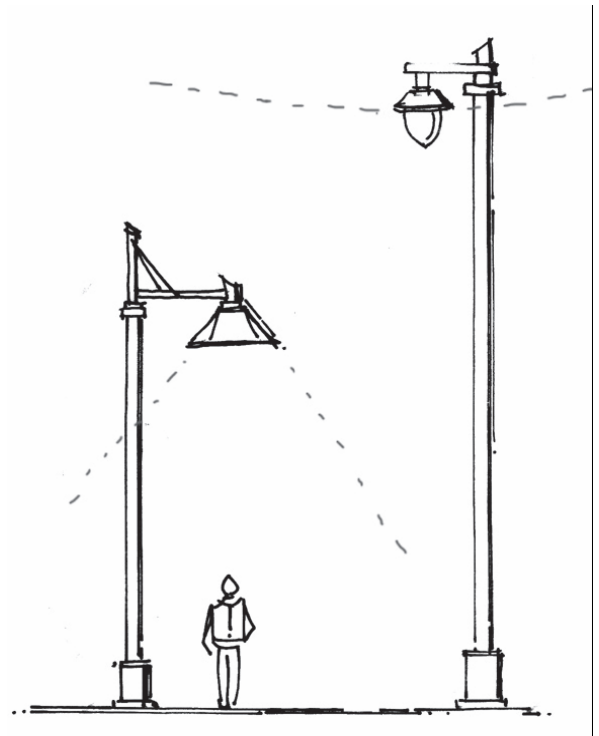
To diminish the amount of glare and spillover from lighting, the following standards shall apply:

#### 1. Intensity:

Exterior lighting fixtures shall not exceed 1 foot candle in intensity.

#### 2. Cutoffs Required:

Lighting fixtures shall be equipped with cutoff elements to direct light downwards



*Cut-off Fixture vs. Non Cut-off Fixture.*

Fencing:

To ensure a residential atmosphere the following standards shall apply:

1. Chain Link:

Chain link fence is not permitted.

2. Height:

Fencing higher than 48” shall not be permitted along any street frontage.



*Residential Fencing*



*Residential Fence Along Street Frontage*



*Fencing Along Street No Higher Than 48”*

E. Materials:

To ensure a high quality level of development the following standards shall apply:

1. R-8 and R-12 Zones:

T-111 and metal siding is not permitted on any structure in R-8 or R-12 zone.

2. R-17, C-17L and C-17 Zones:

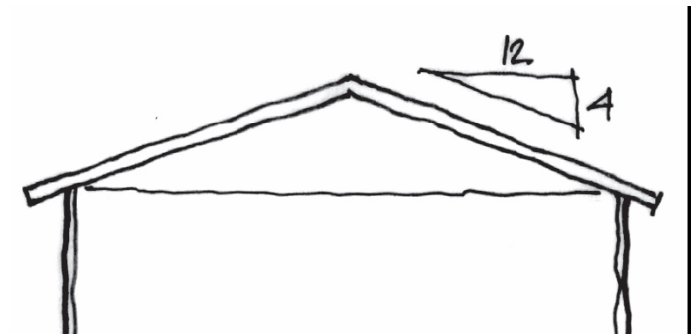
Metal siding is permitted on structures in R-17, C-17L and C-17 zones.



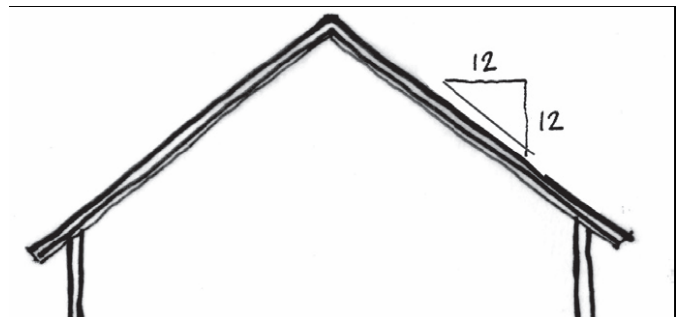
*Examples of Acceptable Siding*

F. Roof Pitch:

To ensure that rooflines present a distinct profile and appearance for the building and express the neighborhood character in R-8 and R-12 districts, the roof pitch shall have a minimum slope of 4:12 and a maximum slope of 12:12.



*Minimum Slope 4:12*



*Maximum Slope 12:12*

**SECTION 77.** *That Coeur d'Alene Municipal Code Section 17.44.030 is amended to read as follows:*

**17.44.030: RESIDENTIAL USES:**

Unless otherwise allowed by the relevant zoning or overlay district, the following off street parking is required for all residential uses:

| Residential Uses                   | Requirement                                  |
|------------------------------------|----------------------------------------------|
| A. Detached housing, single-family | 2 spaces per dwelling unit.                  |
| B. Detached housing, group         | 1 space per sleeping room.                   |
| C. Duplex housing                  | 2 spaces per dwelling unit.                  |
| D. <del>Cluster housing</del>      | <u>See 17.07.1010</u>                        |
| <u>Pocket Residential</u>          |                                              |
| E. Multiple-family housing:        |                                              |
| 1. Studio units                    | 1 space per unit and 0.5 visitor space.      |
| 2. 1 bedroom unit                  | 1.5 spaces per unit and 0.5 visitor space.   |
| 3. 2 bedroom units                 | 2 spaces per unit and 1 visitor space.       |
| 4. 3 bedroom units                 | 2 spaces per unit and 1 visitor space.       |
| 5. More than 3 bedrooms            | 0.75 space per bedroom and 0 visitor spaces. |

Note: Visitor parking to be evenly distributed throughout the development.

F. Mobile homes:

1. For 8 or fewer units per acre 2 spaces per dwelling unit.

individually sited or in a mobile home subdivision

2. Mobile home parks 1 space per dwelling unit and 1 visitor space per 2 dwelling units.

G. Home occupation daycare

facility Parking shall be as required for the principal residential use and shall be paved, plus there shall be a specified area or plan for the safe loading and unloading of children.

H. Boarding house (greater than

2 rooms) Parking shall be 1 space per rented sleeping room in addition to the basic residential requirement.

I. Elderly housing 1 space per dwelling unit.

**SECTION 78.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 79.** 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 80.** 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 81.** 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 March, 2007.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Amending Cluster Housing Regulations & Creating New Zoning Districts

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REPEALING CHAPTER 17.04 AND SECTIONS 17.06.470 AND 17.06.490; AMENDING SECTIONS 17.02.030 AND 17.02.055 TO ESTABLISH UNIFORM DEFINITIONS OF ACCESSORY DWELLING UNITS AND FLOOR AREA RATIO AND TO AMEND THE DEFINITION OF FLOOR AREA; AMENDING TITLE 17 TO REPEAL THE CLUSTER HOUSING USE AND REPLACE IT WITH POCKET RESIDENTIAL HOUSING; AMENDING CHAPTER 17.05 TO ALLOW ACCESSORY DWELLING UNITS AS AN ACCESSORY USE IN ALL RESIDENTIAL AND COMMERCIAL ZONING DISTRICTS AND TO ALLOW POCKET RESIDENTIAL DEVELOPMENT AS A PERMITTED USE IN THE R-8, R-12, R-17, C-17L AND C-17 ZONES; AMENDING CHAPTER 17.05 TO ROUND HEIGHT LIMITS UP TO A WHOLE NUMBER, CLARIFY MINIMUM YARD REQUIRMENTS FOR RESIDENTIAL ZONING DISTRICTS, DETERMINE MINIMUM DISTANCE BETWEEN RESIDENTIAL BUILDINGS ON THE SAME LOT BY REFERENCE TO THE BUILDING CODE AND TO LIMIT THE HEIGHT OF ACCESSORY STRUCTURES IN THE R-3, R-5, R-8 R-12, R-17, R-34 AND MH-8 ZONES TO 14 OR 18 FEET DEPENDING ON ROOF SLOPE; ADOPTING NEW SECTIONS 17.05.1000 THROUGH 17.05.1270 TO ESTABLISH A NEW NEIGHBORHOOD COMMERCIAL ZONING DISTRICT AND A COMMUNITY COMMERCIAL ZONING DISTRICT INCLUDING PERMITTED AND PROHIBITED USES, MAXIMUM BUILDING HEIGHTS AND FLOOR AREA, MINIMUM PARKING, SETBACK, SCREENING AND LANDSCAPING REQUIREMENTS, DESIGN STANDARDS AND LIMITED HOURS OF OPERATION; ADOPTING NEW SECTIONS 17.06.650 THROUGH 17.06.820 TO ESTABLISH REGULATIONS OF ACCESSORY DWELLING UNITS INCLUDING PERMITTING AND ENFORCEMENT REQUIREMENTS, MAXIMUM BUILDING HEIGHT, SETBACKS, PARKING OWNER OCCUPANCY NUMBER OF OCCUPANTS, SIZE AND SCALE OF THE STRUCTURE, LOCATION OF THE STRUCTURE ON THE LOT, ENTRANCES, ADDITIONS AND CONVERSION OF EXISTING STRUCTURES; ADOPTING A NEW ARTICLE IX IN CHAPTER 17.07 TO AUTHORIZE POCKET RESIDENTIAL DEVELOPMENT INCLUDING REGULATION OF BUILDING HEIGHT, MAXIMUM LOT COVERAGE, SETBACKS, MINIMUM AND MAXIMUM SITE SIZE, DENSITY, ZERO STREET FRONTAGE THROUGH SUBDIVISION PROCESS, PARKING, OPEN SPACE AND ESTABLISHING DESIGN GUIDELINES FOR GROUND LEVEL ACCESS, PARKING LOTS, LIGHTING, FENCING, ACCEPTABLE BUILDING MATERIALS AND ROOF PITCH;; 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 Cluster Housing Regulations & Creating New Zoning Districts, 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 March, 2007.

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Warren J. Wilson, Deputy City Attorney



## MEMORANDUM

DATE: MARCH 14, 2007

TO: MAYOR BLOEM AND THE CITY COUNCIL

FROM: PAM MACDONALD, HUMAN RESOURCE DIRECTOR  
RENATA MCLEOD, PROJECT COORDINATOR

RE: PERSONNEL RULE AMENDMENTS

---

**DECISION POINT:** To authorize Resolution No. 07- \_\_\_\_, authorizing amendments to **Rule XVIII**, to include the following:

- **Repeal Section 1 entitled “Inventory and Identification of Property,” Section 2 entitled “Assignment of Inventoried Property,” and Section 3 entitled “Inter Departmental Transfer”** as these are responsibilities of the Finance Department and functions of the annual audit that are managed by separate department policy.
- Renumber and Create new sections following the repeal as follows;
  - create **Section 1, entitled “Purpose/Intent”** to set the intent of the rule;
  - amend **Section 2, entitled “Employees not to be Part to Purchase or Sale of Property”** to reflect current legal standards;
  - renumber **Section 3, entitled “Use of City Property”**;
  - create **Section 4 entitled “Use of Electronic Communication Equipment”** to provide clear regulations regarding use of city electronic communication equipment;
  - renumber **Section 5, entitled “Modification of City Property”**;
  - to create **Section 6 entitled “Privacy Advisory”** to clarify city privacy policy.

**HISTORY:** The proposed Personnel Rule amendments were posted at a minimum of ten (10) consecutive days before this City Council meeting. Staff has discussed these amendments with the Associations and the Fire Union., as well as the Executive Team.

**FINANCIAL:** There are no hard costs associated with these Personnel Rule amendments.

**QUALITY OF LIFE:** Our goal is to provide a consistent and clear document for personnel rules.

**DECISION POINT/RECOMMENDATION:** To authorize Resolution No. 07- \_\_\_\_, authorizing amendments to **Rule XVIII**, to include the following:

- **Repeal Section 1 entitled “Inventory and Identification of Property,” Section 2 entitled “Assignment of Inventoried Property,” and Section 3 entitled “Inter Departmental Transfer”** as these are responsibilities of the Finance Department and functions of the annual audit that are managed by separate department policy.
- Renumber and Create new sections following the repeal as follows;
  - create **Section 1, entitled “Purpose/Intent”** to set the intent of the rule;
  - amend **Section 2, entitled “Employees not to be Part to Purchase or Sale of Property”** to reflect current legal standards;
  - renumber **Section 3, entitled “Use of City Property”**;
  - create **Section 4 entitled “Use of Electronic Communication Equipment”** to provide clear regulations regarding use of city electronic communication equipment;
  - renumber **Section 5, entitled “Modification of City Property”**;
  - to create **Section 6 entitled “Privacy Advisory”** to clarify city privacy policy.

RESOLUTION NO. 07-027

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AMENDING THE CITY OF COEUR D'ALENE PERSONNEL RULES MANUAL BY AMENDING RULE XVIII, TO INCLUDE THE FOLLOWING REPEAL SECTION 1 ENTITLED "INVENTORY AND IDENTIFICATION OF PROPERTY," REPEAL SECTION 2 ENTITLED "ASSIGNMENT OF INVENTORIED PROPERTY," REPEAL SECTION 3 ENTITLED "INTER DEPARTMENTAL TRANSFER" AS THESE ARE RESPONSIBILITIES OF THE FINANCE DEPARTMENT AND FUNCTIONS OF THE ANNUAL AUDIT THAT ARE MANAGED BY SEPARATE DEPARTMENT POLICY; TO RENUMBER AND CREATE NEW SECTIONS FOLLOWING THE REPEAL AS FOLLOWS: CREATE SECTION 1, ENTITLED "PURPOSE/INTENT" TO SET THE INTENT OF THE RULE; AMEND SECTION 2, ENTITLED "EMPLOYEES NOT TO BE PART TO PURCHASE OR SALE OF PROPERTY" TO REFLECT CURRENT LEGAL STANDARDS; RENUMBER SECTION 3, ENTITLED "USE OF CITY PROPERTY"; CREATE SECTION 4 ENTITLED "USE OF ELECTRONIC COMMUNICATION EQUIPMENT" TO PROVIDE CLEAR REGULATIONS REGARDING USE OF CITY ELECTRONIC COMMUNICATION EQUIPMENT; RENUMBER SECTION 5, ENTITLED "MODIFICATION OF CITY PROPERTY"; TO CREATE SECTION 6 ENTITLED "PRIVACY ADVISORY" TO CLARIFY CITY PRIVACY POLICY.

WHEREAS, the need to revise various Personnel Rules, as noted above, has been deemed necessary by the City Council; and

WHEREAS, said Personnel Rule amendments have been properly posted at a minimum of ten (10) days prior to this Council Meeting; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such rules attached hereto as Exhibit "A," be adopted; NOW, THEREFORE,

DATED this 20th day of March, 2007.

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

ATTEST:

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

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

ROLL CALL:

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

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

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

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

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

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

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

**RULE XVIII: ~~ASSIGNMENT AND USE OF CITY PROPERTY~~**

**~~SECTION 1. Inventory and Identification of Property~~**

~~The City Treasurer shall maintain a current inventory record of all personal and real property owned by the City, constituting a capital item. A capital item shall include property having any of the following characteristics:~~

- ~~(a) — Its useful life under normal operations can be expected to be more than one (1) year;~~
- ~~(b) — Its original cost is Seven Hundred Fifty and No/100 Dollars (\$750.00) or more;~~
- ~~(c) — Certain items of less than Seven Hundred Fifty and No/100 Dollars (\$750.00) cost which the City Treasurer shall designate as being subject to inventory because such items are particularly subject to pilferage or demand accountability to satisfy legal requirements.~~

~~Whenever practicable, the City Treasurer shall affix an identification number upon each unit of inventoried property on the receipt thereof. The identification number shall be constantly maintained upon each unit of inventoried property.~~

**~~SECTION 2. Assignment of Inventoried Property~~**

~~The City Treasurer shall make assignments of inventoried property to departments requesting property and shall keep a permanent, current record of each unit so assigned. Upon receipt of inventoried property the department head shall record and inventory each unit assigned to the department. The department head shall thereafter be required to properly maintain the property, report any changes or loss of the property or its identification number to the City Treasurer, and instruct and enforce the proper use of such equipment by the employees under his direction and control. As far as practicable, all property shall be kept and maintained within the physical confines of the department to which it has been assigned. No property shall be kept or maintained on real property not subject to control by the City, unless authorized by the City Administrator. Such authorization shall be oral regarding occasional use of motor vehicles and in writing regarding all other property.~~

**SECTION 3. ~~Inter-Departmental Transfer~~**

~~Property may be transferred from one City department to another. Before making any such transfer a written record must be prepared by the transferring department, describing the property, stating the name of the transferee, the place of use and the expected date of return. The record shall be signed by both the transferrer and the transferee.~~

**SECTION 1** PURPOSE/INTENT: This rule pertains to the use of City property, equipment, and electronic communication and information systems (hereinafter referred to as “Networks.”) Examples of networks include, but are not limited to, all employee utilized Internet services and networks (whether owned and operated by the City or not) including e-mail and instant messaging.

**SECTION 24. Employees Not to be Party to Purchase ~~or~~ Sale of Property**

- ~~(a) — City property shall not be purchased by City Employees, their spouse, members of their immediate household or a business in which the employee/spouse/household member has a financial interest.; provided, however, that~~
- ~~(1) — City employees, except appointed officers and department heads, shall be allowed to purchase from the City by open bid or public auction procedure, unless such purchase constitutes a conflict of interest.~~
- ~~(2) — City employees, except appointed officials, department heads, and any employee, their spouse or a member of their household, involved in determining whether City computer equipment should be declared surplus, may purchase surplus computer equipment from the City for such reasonable sum as may be determined by the City Council.~~
- (b) The City shall not purchase any property from City employees, their spouse, members of their immediate household or a business in which the employee/spouse/household member has a financial interest.

**SECTION 35. Use of City Property**

All City property, including vehicle, shall only be used by City employees and for City business only. Individuals other than City employees shall not be transported in City vehicles except those individuals required to be transported in connection with City business.

SECTION 4. USE OF ELECTRONIC COMMUNICATION EQUIPMENT

- (a) EMPLOYEE RESPONSIBILITY: While utilizing the networks, the employee must understand the technologies, be accountable for their actions, and avoid abuse of the network. Additionally, the employee shall act on the networks as they would in any other business interchange by using common etiquette and considering the implications of a communication before initiating it. If an employee finds a security loophole, it is the employee's responsibility to report it to the Information Technology Network Administrator "IT Administrator."
- (b) PUBLIC RECORDS: Electronic files are treated the same as paper files. All documents in the files of employees are considered public documents, and may be subject to inspection, and copying, unless exempted under Idaho Code. A public records request or request for information should follow the same procedures for paper files, and the City Attorney should be consulted where appropriate. Employees should be aware that the electronic messages they send and store may one day be required to be disclosed to other parties.
- (c) PURCHASES, INSTALLATION, AND MOVING: The purchase, installation and moving of equipment (including PDA, music players, personal laptops, etc.), and all software shall be reviewed and authorized in advance by the IT Administrator at the written request of the Department Head. Software must be City sanctioned and have the appropriate licenses, which shall be kept on file by the IT Administrator. The City prohibits the illegal duplication of software and its related documentation.
- (d) UPLOADED/DOWNLOADED: Uploading and downloading authority of executable files (including but not limited to files with .exe and .scr extension such as software, program/application installers, script, active X components, screen savers, etc.) is not allowed. Other authorized uploading and downloading authority will be provided on an as needed basis by the IT Administrator, for work-related information only. No attempt shall be made to tamper with or disable virus scanning applications.
- (e) INSTANT MESSAGING: Instant messaging shall not be allowed on the City networks, unless authorized by the IT

Administrator. Exterior systems, such as Mobile Summit, shall be subject to the rules regarding appropriate content, personal use, and public records laws.

(fg) SPECIFICALLY UNACCEPTABLE USES: Unacceptable uses include, but are not limited to, the following:

- (1) Using the networks for any purpose which violates local, state, or federal laws, rules, regulations, or ordinances or to use the networks to conduct any business or activity or solicit the performance of any activity which is prohibited by law.
- (2) Using the networks for commercial or other profit activities or other non-City business matters and/or for personal gain.
- (3) Employees may not attempt to bypass accounting or security mechanisms, or attempt to circumvent protection schemes or uncover security loopholes.
- (4) Misrepresenting your identity or affiliation in network communications, or unauthorized use of another person's identity or password, or attempting to seek another person's password without authorization.
- (6) Personal use that consumes large quantities of bandwidth, such as web radios, podcasts, streaming videos, social meeting/networking websites (such as Myspace).
- (7) Causing congestion on the networks by sending such things as chain letters, mass mailings, or broadcasting inappropriate messages to individuals or lists of individuals that disrupts productivity.
- (8) Using the networks for access to and distribution or sending of:
  - a. harassing, intimidating, abusive, offensive, objectionable, defamatory, intentionally, inaccurate, obscene, profane, sexually oriented, threatening, or racially or ethnically offensive material, except during the course of investigations approved by the

Chief of Police, City Attorney, or their designees;

- b. pornographic materials or offensive representation or descriptions of sexual acts, or images that contain nudity or words of profanity or sexually suggestive nature, even if the recipient has consented to or requested such material, except in the course of investigations approved by the Chief of Police, City Attorneys, or their designees;
- c. materials sent or received in violation of the protection of children against the Sexual Exploitation Act of 1977, as amended, 18 U.S.C. 2252;
- d. computer games, gambling;
- e. transmission of jokes, comments, or information that tend to despair others based upon race, color, ethnical ancestry, origin, gender, sexual orientation, age, disability, religion, marital status, verbal accents, source of income, physical appearance or agility, mental or physical disability, occupation, or political belief;
- f. intentionally seeking out information on, obtaining copies of, modifying or tapping into files and other data which are confidential under federal, state, or local laws, unless specifically authorized to do so, once the legal conditions for release are satisfied. Allowing someone else to access sensitive or confidential information whether in your trust or not, is also prohibited;
- g. distributing or copying sensitive or proprietary data or software and/or running peer to peer file sharing applications (such as Napster);
- h. violating copyright law;



- i. vandalism. Degrading or disrupting equipment, software or system performance, any malicious attempt to harm or destroy data of another user, internet or other networks; or the destruction of computers and their peripherals, installing and running a computer virus on any network;
  - j. jeopardizing the security of the City's Networks and/or refusing to cooperate with a security investigation;
  - k. participating in or conducting unethical activity that may reflect badly upon or adversely effect the City of Coeur d'Alene;
  - l. excessive personal use.
- g. SECURITY/PASSWORDS: Employee's passwords must be safeguarded and must not be displayed. Passwords are not to be revealed to any unauthorized personnel. Authorized personnel are those persons so designated by an employee's immediate supervisor. All employees are to advise management immediately if it is believed that unauthorized access was attempted or gained through the network. If an authorized user inappropriately discloses his password to another individual, disciplinary action may be taken. If an employee terminates employment for any reason, the employee's department head must notify the IT Administrator or his or her designee immediately so that the employee's password can be removed from the network. Employees shall always make a reasonable attempt to complete the logoff or other termination procedures when finished using the network.
- (h) ACCESS: The networks are beneficial tools to meet the needs of the employee to complete their job duties. Personal use is generally conducted during breaks and lunch periods, and is otherwise prohibited during an employee's scheduled work hours; however any use that is excessive or disruptive is inappropriate. Employees are responsible for the use of their assigned computer, and shall supervise any non-employee use. Non-employee personal use is at the approval and discretion of the Department Heads, and shall be limited to immediate relatives (and may be further regulated by Department policy.)- Personal use

of the internet in excess of twenty (20) hours per month is prohibited. Access time, whether for work purposes or after work hours, will be monitored, along with the sites selected.

(i)

(ii) DEVELOPMENT SOFTWARE OWNERSHIP: Any software developed by the City of Coeur d'Alene, is the property of the City of Coeur d'Alene and shall not be sold or given to anyone without written consent of the City of Coeur d'Alene.

(jk) MOBILE/LAPTOP USERS: The City prohibits connecting to unsecured or non-approved wireless access points, unless it is provided as a service by direct patronage or a written agreement of the wireless provider. An example of direct patronage would be wireless service provided with hotel room fee and coffee establishments that have made it available with purchase of goods. Unsecured access points provide no security in their connection, and you should expect no privacy.

(k) DISCIPLINE: Any violation of these rules may include at a minimum a verbal warning of the infraction and suspension of access privileges. Depending upon the nature of the abuse, the employee may receive additional sanctions including dismissal.

**SECTION 56. Modification of City Property**

City property shall not be modified or altered in any manner that will decrease the effective use of the property. Each proposed modification or alteration shall be approved by the department head prior to making same.

SECTION 6. PRIVACY ADVISORY:

City equipment, uniforms, electronics, networks, facilities, phones, voice mail systems, vehicles, etc., hereinafter referred to as tools, which are the property of the City of Coeur d'Alene, and are provided to employees for efficiency and communication purposes. As such, employees do not have a reasonable expectation of privacy when using said tools. Management has the right, without prior approval, to access and monitor office space, desk, computers, all phone activity, all electronic conversations,

communications, and information sought or obtained, to read all messages and to inspect mail and documents sent to or by anyone via the network and to monitor and access databases, files, electronic storage systems, and programs accessed by anyone on the network. All messages, data files, communications, materials, documents, etc. on a computer network are the property of the City of Coeur d'Alene and may be accessed by authorized personnel, for any lawful reason, including but are not limited to, verifying compliance with these rules. Employee access to the network will be determined by each Department Head, with reasonable notification to the IT Administrator, to create a new account.

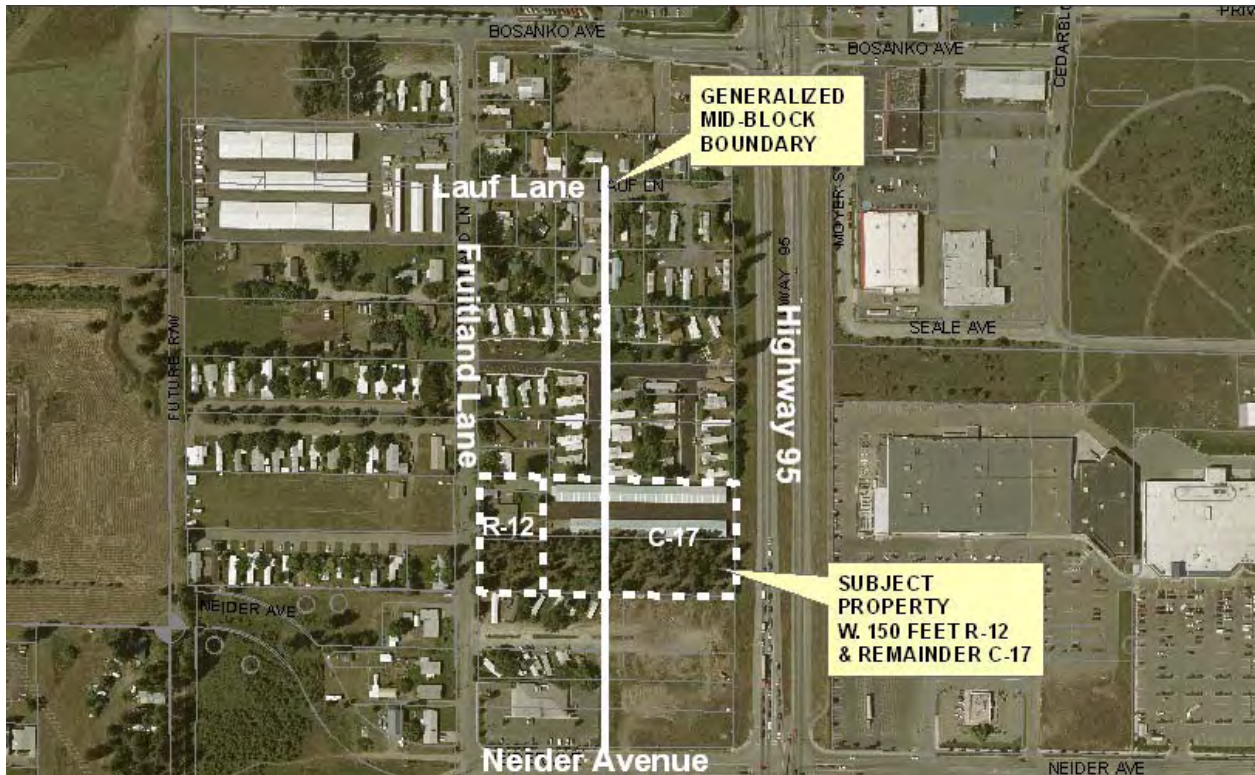
# PUBLIC HEARINGS

**CITY COUNCIL  
STAFF REPORT**

FROM: JOHN J. STAMSOS, ASSOCIATE PLANNER  
DATE: MARCH 20, 2007  
SUBJECT: ZC-2-07 – ZONE CHANGE FROM R-12 TO C-17  
LOCATION: 3 PARCELS TOTALLING +/- 3.5 ACRES AT 3514 NORTH FRUITLAND LANE

**SITE PHOTOS:**

A. Subject property



B. Subject property starting at tree line from Neider Avenue.



C. Subject property from Fruitland Lane.

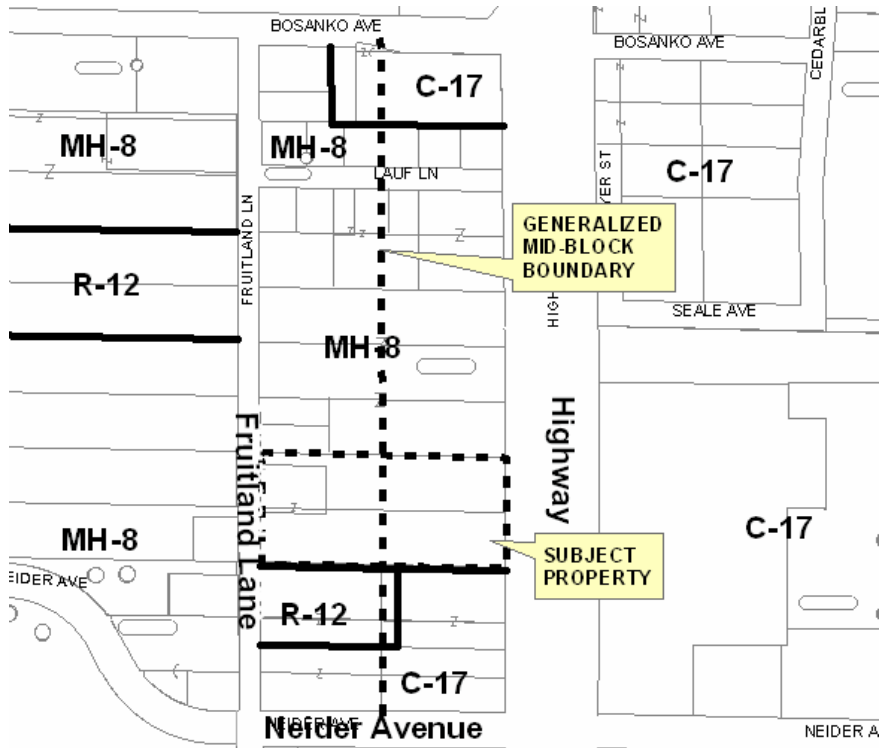


**DECISION POINT:**

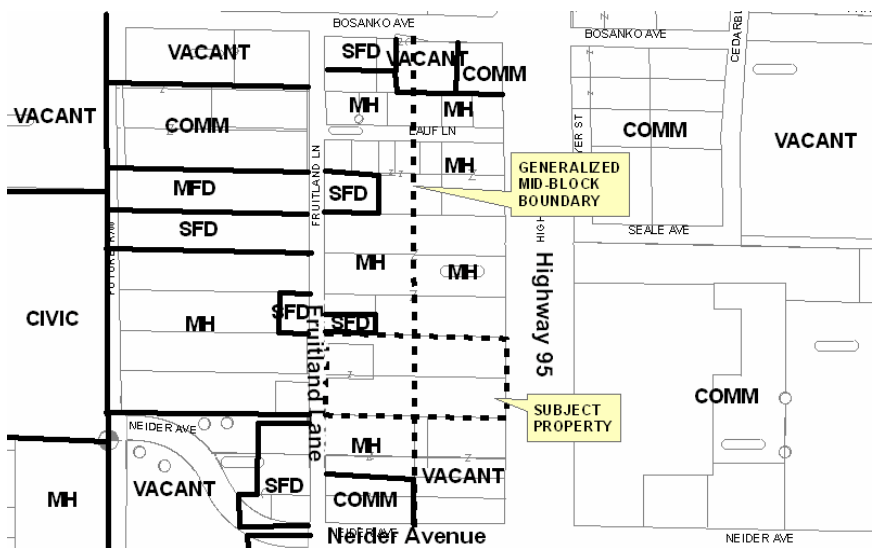
Steve Widmeyer is requesting a zone change from MH-8 (Mobile Home at 8 units per gross acre) to R-12 (Residential at 12 units per gross acre) and C-17 (Commercial at 17 units per gross acre).

**GENERAL INFORMATION:**

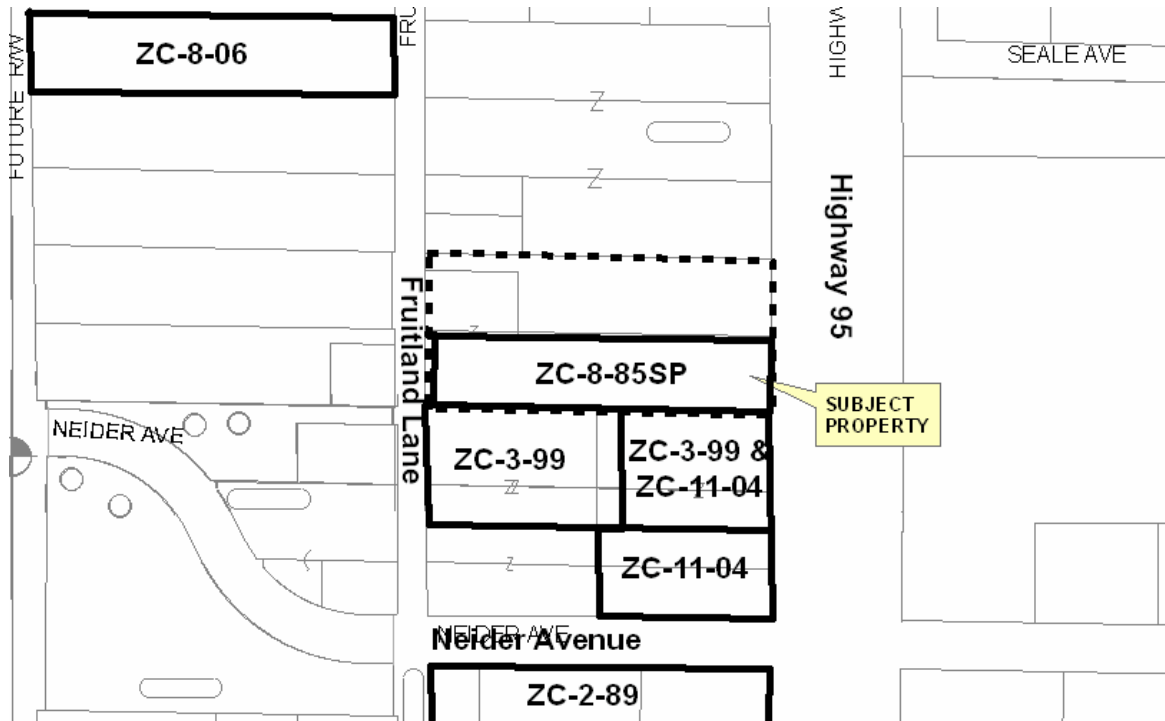
A. Zoning:



B. Land use:



C. Recent zone changes



- D. Applicant/ Owner Steve Widmeyer  
c/o Miller Stauffer architects  
701 Front Avenue, Suite 301  
Coeur d'Alene, ID 83814
- E. Land uses in the area include residential - single-family, duplex, multi-family mobile homes, commercial – retail sales and service, and vacant land.
- F. The subject property contains a single-family dwelling, mini-storage and vacant land. The southern parcel contains a stand of mature Ponderosa Pine.
- G. Previous actions on the subject property:
1. ZC-8-85SP - Zone Change from R-12 to MH-8 and a mini-storage Special Use Permit approved August 6, 1985. The mini-storage use was never utilized so that approval lapsed on August 6, 1986.
- H. Previous actions in surrounding area:
1. ZC-2-89 - R-12 to C-17
  2. ZC-3-99 - R-12 to C-17 - The zone change was approved by the Planning Commission and City Council but the zone change ordinance was never adopted by Council because the applicant could not comply with the following condition requiring access to Neider Avenue:
    - A. Access to the subject property shall be restricted to Neider Avenue and an ingress/egress easement (24' minimum width) shall be acquired by the applicant across the parcel to the south that has frontage on Neider Avenue, prior to adoption of the zone change ordinance. This point of access shall not be closer than 150' from the end of the radius at the



intersection of Neider Avenue and Hwy. 95 to preclude interference with eastbound left turn movements.

3. ZC-11-04 - R-12 to C-17
  4. ZC-8-06 - MH-8 to R-12
- I. The Planning Commission heard ZC-2-07 on February 13, 2007 and approved it by a 4-0 vote.

**PERFORMANCE ANALYSIS:**

A. Zoning:

Approval of the zone change request would intensify the potential uses on the property by allowing commercial retail sales and service uses on a parcel that now only allows residential and civic uses.

**R-12 zone:**

This district is intended as a residential area that permits a mix of housing types at a density not greater than twelve (12) units per gross acre.

**Principal permitted uses:**

1. Single-family detached housing.
2. Duplex housing.
3. Cluster housing.
4. Essential service (underground).
5. Home occupations.
6. Administrative.

**Uses allowed by Special Use Permit:**

1. Public recreation, whether or not buildings are involved.
2. Neighborhood recreation.
3. Community education.
4. Religious assembly.
5. Convenience sales.
6. Essential service (aboveground).
7. Restriction to single-family only (see district column).
8. Community assembly.
9. Commercial recreation.

10. Two (2) unit per gross acre density increase (see district column).
11. Group dwelling-detached housing.
12. Community organization.
13. Childcare facility.
14. Juvenile offenders facility.
15. Boarding house.
16. Handicapped or minimal care facility.
17. Noncommercial kennel.
18. Commercial film production.

**C-17 zone:**

This 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. 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.

**Uses allowed by special use permit:**

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 MH-8 and R-12 zoning to the north and west and C-17 zoning to the east and south.

Evaluation: The City Council, based on the information before them, must determine if the R-12 and C-17 zones are 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 Area. It is also adjacent to Highway 95, which is a High Intensity Corridor, as follows:

**Transition Areas:**

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

- Protect and/or enhance the integrity of existing residential areas.
- Encourage lower intensity commercial service and manufacturing uses close or abutting major transportation routes.
- Discourage uses that are detrimental to neighboring uses.
- Encourage commercial clusters that will serve adjacent neighborhoods vs. city as a whole.
- Pedestrian/bicycle connections.

#### **High Intensity Corridors:**

“These corridors are established as the primary areas where significant auto oriented community sales / service and wholesale activities should be concentrated.”

- Encourage auto oriented commercial uses abutting major traffic corridors.
- Residential uses up to 34 du/ac may be encouraged. Low intensity residential uses are discouraged.
- The development should be accessible by pedestrian, bicycle and auto.
- Residential uses may be allowed but not encouraged. Low intensity residential uses are discouraged.
- Encourage manufacturing / warehousing uses to cluster into district served by major transportation corridors.
- Arterial / collector corridors defined by landscaping / street trees.
- Development may be encouraged to utilize large areas adjacent to these transportation corridors.

**Page 28** – All requests for zone changes, special use permits etc., will be made considering, but not limited to:

1. The individual characteristics of the site;
2. The existing conditions within the area, and
3. The goals of the community.

#### **Significant policies for consideration:**

4C: “New growth should enhance the quality and character of existing areas and the general community.”

6A: “Promote the orderly development of land use at locations that are compatible with public facilities and adjacent land uses.”

6A2: “Encourage high-intensity commercial development, including professional offices, to concentrate in existing areas so as to minimize negative influences on

adjacent land uses, such as traffic congestion, parking and noise.

- 6A3: "Commercial development should be limited to collector and arterial streets."
- 6A5: "Encourage renewal and enhancement of commercial sales and service corridors."
- 46A: "Provide for the safe and efficient circulation of vehicular traffic."
- 47C1: "Locate major arterials and provide adequate screening so as to minimize levels of noise pollution in or near residential areas."
- 47C2: "Encourage alternate access for properties located on arterial streets."
- 48E: "Encourage development of circulation patterns and/or parking that would make pedestrian-oriented business districts feasible."
- 51A: "Protect and preserve neighborhoods both old and new."
- 51A4: "Trees should be preserved and protected by support of the Urban Forestry Program and indiscriminate removal discouraged."
- 51A5: "Residential neighborhood land uses should be protected from intrusion of incompatible land uses and their effects."
- 51A5b: "As a general rule, commercial to residential zoning boundaries should be at mid-block. The importance of both commercial use and residential use must be weighed in the decision-making. Boundaries that do go beyond mid-block must complement the residential uses with characteristics such as increased setbacks, street trees, landscaped buffers, etc."
- 62A: "Examine all new developments for appropriateness in regard to the character of the proposed area. Inform developers of City requirements and encourage environmentally harmonious projects."

Evaluation: The applicability of comp plan policy # 51A5b, which states:

"As a general rule, commercial to residential zoning boundaries should be at mid-block. The importance of both commercial use and residential use must be weighed in the decision-making. Boundaries that do go beyond mid-block must complement the residential uses with characteristics such as increased setbacks, street trees, landscaped buffers, etc."

As shown on the zoning map on page 3, the mid-block line splits the block between Fruitland Lane and Highway 95 in half and when a parcel such as the one in this request straddles the boundary, the policy applies and it becomes a matter of determining whether or not it is appropriate to allow commercial zoning beyond this boundary and if so, how far should it encroach into the adjoining residential neighborhood.

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 currently a 12" C900 main in Fruitland with only two 1" services stubbed at Fruitland for this address. The additional density will require the probable installation of new public utilities to adequately provide the required fire flow and domestic services required for future development. In order to loop the system an easement across various properties will be necessary. There is an additional 12" stub at the southeast corner of 401 Neider Ave.

Comments submitted by Terry Pickel, Assistant Water Superintendent

**SEWER:**

Public sewer is available for connection.

**Evaluation:** Public sewer is available for connection in Fruitland Lane. Applicants request for rezone involves property at 3514 Fruitland and perhaps the mini-storage lot that is currently not connected to public sewer.

Don Keil, Assistant Wastewater Superintendent

**STORMWATER:**

City Code requires a stormwater management plan to be submitted and approved prior to any construction activity on the site.

**TRAFFIC:**

Although there is no change in the proposed use at this time this proposed rezoning would, in theory, allow other uses that could generate additional traffic.

**Evaluation:**

Any change in use and related traffic impacts are evaluated prior to issuance of building permits. The Development Impact Fee Ordinance requires any extraordinary traffic impacts to be mitigated by the applicant as a condition of permit issuance. Therefore, potential traffic impacts need not be addressed at this time.

**STREETS:**

1. The subject property is bordered by Fruitland Lane and US Hwy 95.

**Evaluation:** Fruitland Lane is a below standard, low volume, local residential roadway with a twenty eight foot (28') paved section, and, US Hwy 95 is a controlled access State thoroughfare that does not allow individual approach access. Dedication of an additional five feet (5') of right-of-way will be required on the Fruitland Lane frontage, and, the owner will be required to enter into a frontage improvement agreement with the City for future roadway improvements on the subject frontage.

2. Mention is made of utilizing the adjoining property to the south for access with an easement for ingress/egress.

Evaluation: The subject property to the south has a site design and parking layout that has City Engineering design approval for the building permit on the site. The noted sixty foot (60') easement in the zone change application may impact that approved design and would be required to be reviewed for impacts prior to approval for access by the City.

#### SUBDIVISION IMPROVEMENTS:

The applicant has indicated that the subject property will be diversified into residential and commercial uses. If the applicant elects to alter the subject property lot configuration during the development process, subdivision issues may arise that result in the need to complete the platting process on the subject property.

#### APPLICABLE CODES AND POLICIES:

##### UTILITIES

1. All proposed utilities within the project shall be installed underground.
2. All water and sewer facilities shall be designed and constructed to the requirements of the City of Coeur d'Alene. Improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction.
3. All water and sewer facilities servicing the project shall be installed and approved prior to issuance of building permits.

##### STREETS

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

##### STORMWATER

5. 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.

##### FIRE PROTECTION

6. A fire hydrants shall be installed at all locations specified by the City Fire Department.

Submitted by Chris Bates, Engineering Project Manager

##### FIRE:

The Fire Department will address issues such as water supply, fire hydrants, Fire department access, etc., prior to any site development.

Submitted by Dan Cochran, 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 flat with no physical constraints.

Evaluation: There are no physical limitations to future 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 in a neighborhood that is a mix of single-family dwellings, mobile homes, mobile home parks, mini-storage and vacant land. While new apartment and condominium uses are occurring on the west side of Fruitland Lane, the neighborhood to the north of the subject property is still an established area that is predominately mobile homes and mobile home parks. The request would extend commercial zoning further into an established residential neighborhood. In the area between Neider and Bosanko, the only commercial zoning is at the intersections of Neider and Highway 95 and Bosanko and Highway 95.

Evaluation: The City Council must determine whether R-12 and C-17 zoning is suitable for this property and compatible with the surrounding neighborhood.

**F. Proposed conditions:**

Engineering:

1. Dedication of an additional five feet (5') of right-of-way will be required on the Fruitland Lane frontage, and, the owner will be required to enter into a frontage improvement agreement with the City for future roadway improvements on the subject frontage.
2. Review of impacts to the adjoining property to the south and the approved site plan for that property, will be required prior to allowing any access across this property to the area of request.
3. Alteration of the existing lot lines with development may result in the need to complete the subdivision process of the subject property. This issue will be required to be addressed by the developer prior to any development of the subject property.

**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.

## Zone Change – US 95 & Neider

### Justification

The subject property is located just north of the intersection of Highway 95 & Neider, across the street from K-Mart. The three lot parcel is currently zoned MH-8. It is fifty percent vacant and fifty percent developed as a mini storage facility with a caretaker's residence. The 3.36 acre parcel has two hundred sixty feet (260') of frontage on Highway 95 and two hundred sixty feet of frontage on Fruitland. The adjacent parcels are zoned C-17 to the south and MH-8 to the north and west. All current access to the property is via Fruitland Avenue. It is one of the few parcels fronting the Highway 95 corridor that does not have a commercial designation. It is likely that this parcel has remained undeveloped to this point in time because of its commercial exposure and residential access. We believe that we have a land use approach that would put this valuable land into service while providing protections for the existing neighborhoods. The approach includes three elements which specifically address access and buffers.

First, the applicant has negotiated a commercial width (60') access easement through the commercial property to the south for access onto Neider Avenue. This easement will facilitate all regular commercial traffic to and from the site onto a commercial feeder away from the existing residential developments. The location of this easement also works well in regards to vehicular stacking as it provides more than one hundred fifty feet (7 cars) to the 95 intersection and stop light.

Second, we propose to revise the MH-8 designation on the west to an R-12 as a buffer to the single-family on Fruitland. This designation would be consistent with the existing zoning to the south while acting as a transition from the proposed commercial zone. To the remaining MH-8.

Third, by ordinance the side yard between commercial and residential zones requires the commercial to provide distance and buffer. Ordinance 17.06.475 requires a ten foot side yard set back for commercial uses abutting residential uses and ordinance 17.06.830 requires a five foot high and wide vegetative buffer or a five foot sight obscuring fence. We propose to provide both.

The final make-up of the zone change would be:

1. 450' x 260' commercial zone fronting US 95 and accessed off of Fruitland.
2. A 150' x 260' R-12 zone with access off Fruitland

Lot lines would be adjusted to follow the new zoning designations.

## Zone Change – US 95 & Neider

### Comprehensive Plan Goals & Policies Supporting the Request

The subject property is adjacent to existing C-17 on the south and NAS 260' of frontage on a high traffic commercial arterial. Existing zoning has precluded development of this infill parcel as it is only marginally suited to expansion of existing neighborhood residential development.

Comprehensive plan goals and policies supporting this zone change include:

1. 4C2 Transportation – The proposed zone change will take advantage of existing commercially developed streets and services.
2. 6A3 Commercial Development on Arterials – Encourage commercial development on arterials.
3. 29/32/52B5 Transition – The comprehensive plan map designates this general area as in transition. This particular request will complete the transition of vacant and under utilized parcels making way for the rapidly developing US 95 commercial corridor east of the subject.
4. 53C3 Multi-family as a buffer – The proposed assembled parcel has a multi-family component in a buffer location between the proposed commercial and existing single-family residential.
5. 53D2 Discourage Sprawl– This is an underutilized parcel (s) with fully developed commercial neighbors and existing infrastructure.

Applicant: Steve Widmyer  
Location: 3514 N. Fruitland Lane  
Request: A proposed zone change from MH8  
(Mobile Home at 8 units/acre) to R-12  
(Residential at 12 units/acre) and  
C-17 (Commercial at 17 units/acre)  
QUASI-JUDICIAL (ZC-2-07)

Senior Planner Stamsos presented the staff report, gave the mailing tally as 1 in favor, 7 opposed and 2 neutral, and answered questions from the Commission.

Commissioner Razor inquired why this request is considered a mid-block issue.

Senior Planner Stamsos explained that the mid-block line splits the block between Fruitland Lane and Highway 95 in half and felt it should be mentioned.

**Public testimony open.**

Dick Stauffer, applicant representative, 4144 French Gulch Road, Coeur d'Alene, commented that staff has provided an impressive detailed report. He added that recently they have acquired an agreement allowing access on Neider Avenue and explained why R-12 was chosen and how the mobile homes located on the property are in bad shape and need to be moved.

He added that he feels this property has great potential as a mixed use lot, and then asked if the Commission had any questions.

Commissioner Souza inquired if the applicant knew what type of commercial use is planned for this property.

Mr. Stauffer answered that the commercial use has not been determined, but from previous discussions with the applicant, it could be some type of retail activity.

Commissioner Bowlby commented that she feels a condition should be added providing for an easement across the property.

Mr. Stauffer agreed and recommended that a recorded easement be in place upon approval of this request.

**Public testimony closed.**

**DISCUSSION:**

Commissioner Bowlby commented that this is a unique area and feels if this request is approved; the applicant will take the appropriate steps to provide buffering and an easement to the property. She added without an easement the property is "landlocked".

Commissioner Razor questioned if the applicant is being sympathetic to the needs of the people living in the mobile home park. He commented that this area has always been known to provide affordable housing and feels if this request is approved those rights are taken away.

Commissioner Souza disagreed and commented that the applicant is offering to do the additional buffering to protect the existing neighborhood.

**Motion by Jordan, seconded by Souza, to approve Item ZC-2-07. Motion approved.**

ROLL CALL:

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

**A. INTRODUCTION**

This matter having come before the Planning Commission on, February 13, 2007, and there being present a person requesting approval of ITEM ZC-2-07, a request for a zone change from MH-8 (Mobile Home at 8 units per gross acre) to R-12 (Residential at 12 units per gross acre) and C-17 (Commercial at 17 units per gross acre).

LOCATION: 3 parcels totaling +/- 3.5 acres at 3514 North Fruitland Lane

APPLICANT: Steve Widmeyer

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

- B1. That the existing land uses are residential - single-family, duplex, multi-family mobile homes, commercial – retail sales and service, and vacant land.
- B2. That the Comprehensive Plan Map designation is Transition
- B3. That the zoning is MH-8 (Mobile Home at 8 units per gross acre)
- B4. That the notice of public hearing was published on, January 27, 2007, and, February 6, 2007, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, February 5, 2007, which fulfills the proper legal requirement.
- B6. That 76 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on, January 26, 2007, and 4 responses were received: 1 in favor, 1 opposed, and 2 neutral.
- B7. That public testimony was heard on February 13, 2007.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:
  - 6A: "Promote the orderly development of land use at locations that are compatible with public facilities and adjacent land uses."

The subject property is adjacent to C-17 zoning at Neider Avenue and Highway 95, is the most logical zoning for this location and is compatible with the surrounding area.

- 6A2: "Encourage high-intensity commercial development, including professional offices, to concentrate in existing areas so as to minimize negative influences on adjacent land uses, such as traffic congestion, parking and noise.

The proposed zoning will be compatible with the surrounding area because it is adjacent to commercial zoning at Neider and Highway 95; will have a parcel of R-12 zoning between Fruitland Lane and the C-17 zoning, which is a good transition between the commercial and surrounding residential neighborhood and with the conditions that are approved.

62A: "Examine all new developments for appropriateness in regard to the character of the proposed area. Inform developers of City requirements and encourage environmentally harmonious projects."

This area is in transition, the mobile home park on the adjoining property to the south is no longer a viable use and the mobile home park on the adjoining property to the north is a viable use and will be protected with conditions approved as part of this approval.

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

Water and sewer are adequate and the streets in the area are 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 subject property is flat and suitable for both R-12 and C-17 zoning.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character or existing land uses because the area is in transition to multi-family and commercial, is adjacent to Highway 95 and is suitable for C-17 and R-12 zoning.

#### C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of STEVE WIDMYER for a zone change, as described in the application should be approved.

Special conditions applied are as follows:

##### Engineering:

1. Dedication of an additional five feet (5') of right-of-way will be required on the Fruitland Lane frontage, and, the owner will be required to enter into a frontage improvement agreement with the City for future roadway improvements on the subject frontage.
2. Review of impacts to the adjoining property to the south and the approved site plan for that property, will be required prior to allowing any access across this property to the area of request.
3. Alteration of the existing lot lines with development may result in the need to complete the subdivision process of the subject property. This issue will be required to be addressed by the developer prior to any development of the subject property.
4. A 60 foot right-of-way or easement suitable to the City Engineer extending from the C-17 zoned portion of the subject property to Neider Avenue.

##### Planning:

5. On the North property line, a 6 foot high sight fence and 5 foot wide vegetative buffer with medium to large trees at a maximum 30 foot centers.
6. All lighting to be directed downward with no light spillover across property lines.

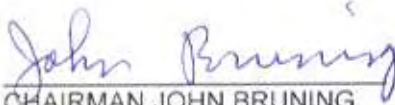
Motion by Jordan, seconded by Souza, to adopt the foregoing Findings and Order.

ROLL CALL:

|                     |           |
|---------------------|-----------|
| Commissioner Bowlby | Voted Aye |
| Commissioner Jordan | Voted Aye |
| Commissioner Rasor  | Voted Aye |
| Commissioner Souza  | Voted Aye |

Commissioners George and Messina were absent.

Motion to approve carried by a 4 to 0 vote.

  
CHAIRMAN JOHN BRUNING

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

**A. INTRODUCTION**

This matter having come before the City Council on March 20, 2007, and there being present a person requesting approval of ITEM ZC- 2-07, a request for a zone change from MH-8 (Mobile Home at 8 units per gross acre) to R-12 (Residential at 12 units per gross acre) and C-17 (Commercial at 17 units per gross acre).

LOCATION: 3 parcels totaling +/- 3.5 acres at 3514 North Fruitland Lane

APPLICANT: Steve Widmeyer

**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, duplex, multi-family mobile homes, commercial – retail sales and service, and vacant land.
- B2. That the Comprehensive Plan Map designation is Transition
- B3. That the zoning is MH-8 (Mobile Home at 8 units per gross acre)
- B4. That the notice of public hearing was published on March 3, 2007, and March 13, 2007, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on February 5, 2007, which fulfills the proper legal requirement.
- B6. That 76 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on \_\_\_\_\_ and \_\_\_\_\_ responses were received: \_\_\_\_\_ in favor, \_\_\_\_\_ opposed, and \_\_\_\_\_ neutral.
- B7. That public testimony was heard on March 20, 2007.
- 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 **STEVE WIDMEYER** 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 Reid       | 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

|                     |       |     |
|---------------------|-------|-----|
| Commissioner Bowlby | Voted | Aye |
| Commissioner Jordan | Voted | Aye |
| Commissioner Rasor  | Voted | Aye |
| Commissioner Souza  | Voted | Aye |

Motion to approve carried by a 4 to 0 vote.

**CITY COUNCIL  
STAFF REPORT**

FROM: JOHN J. STAMOS, ASSOCIATE PLANNER  
DATE: MARCH 20, 2007  
SUBJECT: A-1-07 – ZONING IN CONJUNCTION WITH ANNEXATION  
LOCATION: +/- 5.19 ACRE PARCEL AT 7677 NORTH RAMSEY ROAD

**DECISION POINT:**

SMS Investments, LLC is requesting

- A. Zoning in conjunction with Annexation from County Agricultural to City R-8 (Residential at 8 units/acre).

**GENERAL INFORMATION:**

- A. Site photo



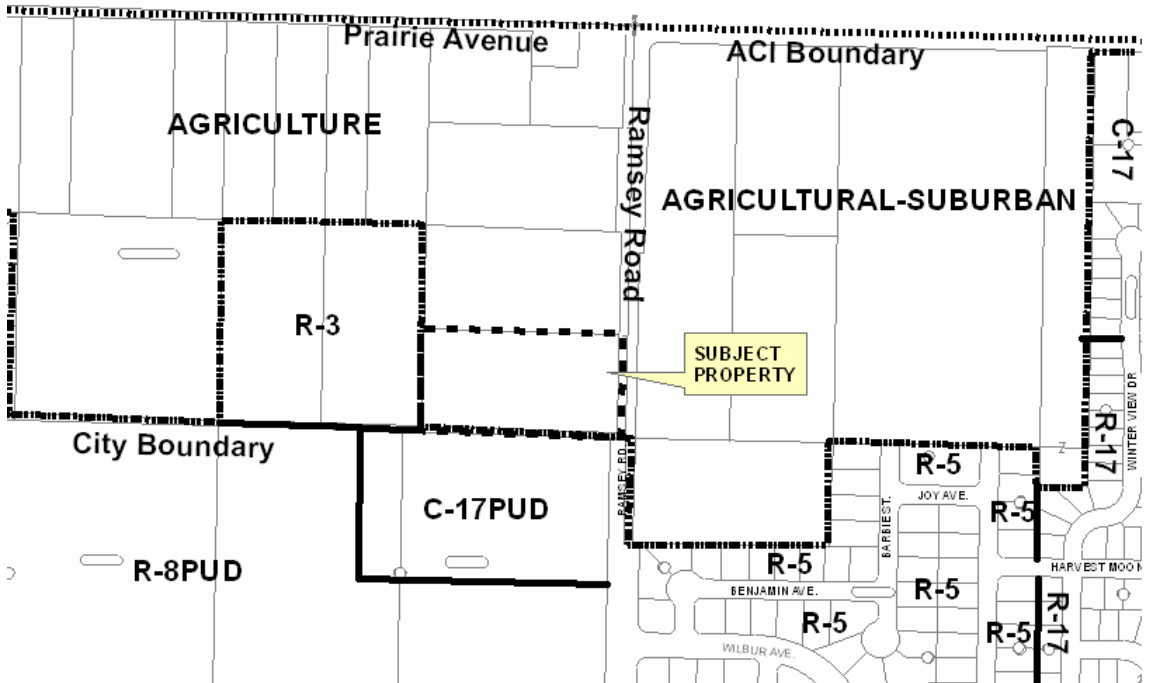
B. Subject property.



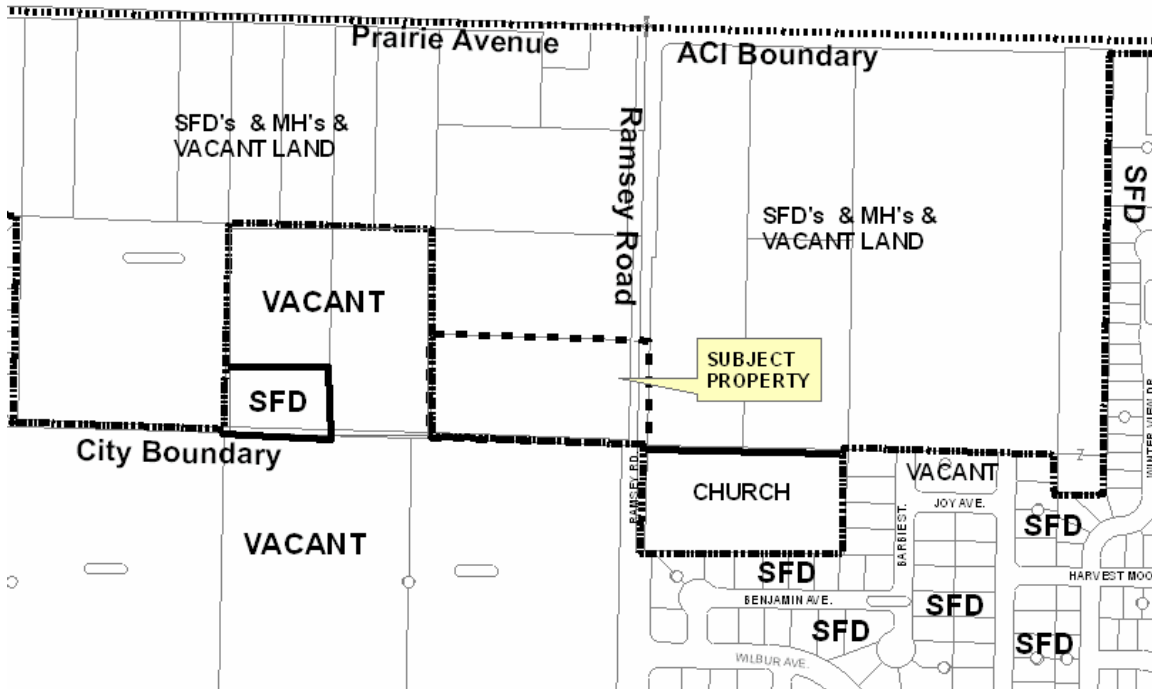
C. Looking North on Ramsey Road.



D. Zoning.



E. Generalized land use.



- F. Applicant/ Owner: SMS Investments, LLC  
P. O. Box 1438  
Coeur d'Alene, ID 83816
- G. The subject property contains a single-family dwelling.
- H. Land uses in the area include residential – single-family and mobile homes, church, agriculture and vacant land.
- I. Prior actions on subject property:
1. A-5-06 - Zoning prior to annexation - R-3 requested - application withdrawn by applicant on September 15, 2006.
- J. Prior actions on surrounding property:
1. A-3-05, PUD-3-05 & S-7-05 - "Ramsey Cove" zoning prior to annexation, subdivision and PUD was approved at an R-3 zoning on May 24, 2005.
- K. On February 13, 2007, the Planning Commission approved the request by 4 to 0 vote:

**PERFORMANCE ANALYSIS:**

A. Zoning:

The requested R-8 district is intended as a residential area that permits a mix of housing types at a density not greater than eight (8) units per gross acre with a minimum lot size of 5,500 sq. ft. and 50 feet of frontage on a public street and the following uses:

**Permitted uses:**

1. Single-family detached housing.
2. Duplex housing.
3. Cluster housing.
4. Essential service (underground).
5. "Home occupation" as defined in this title.
6. Administrative.

**Uses allowed by special use permit:**

1. Public recreation facilities, whether or not buildings are involved.
2. Neighborhood recreation.
3. Community education.
4. Religious assembly.
5. Convenience sales.

6. Essential service (aboveground).
7. Restriction to single-family only (see district column).
8. A two (2) unit per gross acre density increase (see district column).
9. Group dwelling-detached housing.
10. Community organization.
11. Community assembly.
12. Childcare facility.
13. Juvenile offenders facility.
14. Boarding house.
15. Handicapped or minimal care facility.
16. Noncommercial kennel.
17. Commercial film production.

The zoning pattern (see zoning map on page 2) shows R-8, R-8PUD, and R-5 zoning in the incorporated areas and Agricultural and Agricultural-Suburban zoning in the County areas surrounding the subject property.

The R-3 zone is a residential zone that allows single-family detached housing at a density of 3 units/acre with a minimum lot size of 11,500 sq. ft. and 75 feet of frontage on a public street.

The R-5 zone is a residential zone that allows single-family detached housing at a density of 5 units/acre with a minimum lot size of 8,500 sq. ft. and 50 feet of frontage on a public street.

The R-8 zone is a residential zone that allows single-family, duplex, and cluster housing at a density of 8 units/acre with a minimum lot size of 5,500 sq. ft. and 50 feet of frontage on a public street.

The County Agricultural-Suburban zone is a residential zone that allows approximately 5 units/acre with a minimum lot size of 8,250 sq. ft. for lots created before February 8, 2005 and 2 acres after this date.

The Agricultural zone is suitable for farming and forestry uses and allows a single-family dwelling or class A or B manufactured home on less than 5 acres.

Evaluation: The City Council based on the information before them must determine if the R-8 zone is appropriate for this location and setting.

**B. ANNEXATION FINDINGS:**

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



1. The portion of the subject property to be annexed is within the Area of City Impact Boundary.
2. The City Comprehensive Plan Map designates the subject property a Transition Area, as follows:

**Transition Areas:**

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

- Protect and/or enhance the integrity of existing residential areas.
- Encourage lower intensity commercial service and manufacturing uses close or abutting major transportation routes.
- Encourage residential when close to jobs and other services.
- Discourage uses that are detrimental to neighboring uses.
- Encourage commercial clusters that will serve adjacent neighborhoods vs. city as a whole.
- Pedestrian/bicycle connections.
- Encourage cluster housing developments to maintain open space and forestlands.
- Overall build-out density approximately 3 dwelling units per acre. Individual lot size will typically not be smaller than 8,000 sq. ft. (5 du's/acre). Higher densities and mixed uses encouraged close or abutting transportation corridors.
- Neighborhood development should consist of:
  - Size of 25 to 65 acres
  - Urban services
  - Sidewalks/bike paths
  - Street trees
  - Neighborhood parks
  - Interconnecting street network

**Significant policies:**

- 4A: “Establish limits and priorities of urban services.”
- 4A1: “Initial limits should be based upon existing capabilities.”
- 4B1: “Annexations should be made within the adopted city impact area”.
- 4B2: “Annexations should be effected in a manner that promotes an orderly growth pattern.”
- 4C: “New growth should enhance the quality and character of existing areas and the general community.”
- 4C1: Development that proposes to increase the density of a given area may be allowed, provided that the increase maintains the character of the community.”
- 4C2: “Urban developments that propose to decrease the need for expanded transportation facilities should be encouraged.”
- 4C3: Population growth should be compatible with preserving Coeur d’Alene’s character and quality of life.”

- 4C4: "Residential and mixed use development should be encouraged."
- 4C5: "New development should provide for bike paths and pedestrian walkways in accordance with the transportation plan and bike plan."
- 6A: "Promote the orderly development of land use at locations that are compatible with public facilities and adjacent land uses."
- 14A3: "All new developments must provide for immediate hook up to the sanitary sewer system."
- 24C: "Natural vegetative cover should remain as a dominant characteristic of Coeur d'Alene."
- 42A2: "Property rights of citizens should be protected in land use decisions."
- 42B2: "Expansion of the City should be based upon conformance to the urban service area."
- 42C1: "Providing service to new areas should not be at the expense of areas presently being serviced."

Transportation Plan policies:

The Transportation Plan is an addendum to the Comprehensive Plan and is a policy document that is intended to guide decisions that affect transportation issues. Its goal is to correct existing deficiencies and to anticipate, plan and provide for future transportation needs.

- 31A: "Develop an improved arterial system that integrates with existing street patterns."
- 33A: "Safe vehicular and pedestrian circulation should be enhanced through careful design and active enforcement."
- 34A: "Use existing street systems better."
- 34B: "Reduce automobile dependency by providing bike paths and sidewalks."
- 38A: "Improve traffic safety by zoning actions and infrastructure improvements."
- 40A: "New street construction should enhance the visual and physical environment."

- 3. 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.

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

**SEWER:** Public sewer is available for connection and of adequate capacity to support this annexation request.

**Evaluation:** Public sewer is available for connection to the applicant's property at the intersection of Wilbur Avenue and Ramsey Road. This connection conforms to the sewer master plan for this area. Specific details will be worked out in the subdivision application.

Comments submitted by Don Keil, Assistant Wastewater Superintendent

**WATER:**

This area appears to fall within the boundaries of the Hayden Lake Irrigation District and the applicant will need to pursue water supply with them. We do have a new main in the area but would have to have approval from HLID to provide service.

Comments submitted by Terry Pickel, Assistant Wastewater Superintendent

**STORMWATER:**

Stormwater issues will be addressed at the time of development on the subject property.

**TRAFFIC:**

Utilizing the stated area of 4.96 acres and the requested R-8 zoning, it may be possible to place 39 residential units on the subject property, if it were developed to the maximum density. Utilizing average peak hour average daily trips of 0.90, the ITE Trip Generation Manual estimates that approximately 35.7 adts at peak hour may be generated.

**STREETS:**

The proposed area of annexation adjoins a portion of Ramsey Road which is currently under the jurisdiction of the Lakes Highway District; however, the annexation request does include the adjoining roadway.

**Evaluation:**

The roadway fronting the subject property has the capacity to handle the traffic from the proposed development. Any necessary improvements would be addressed at the time of development of the site.

Submitted by Chris Bates, Engineering Project Manager

**FIRE:**

The Fire Department will address issues such as water supply, fire hydrants, Fire department access, etc., prior to any site development.

Submitted by Dan Cochran, 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 (make) (do not make) it suitable for the request at this time.**

The subject property is relatively flat with no physical constraints.

Evaluation: The physical characteristics of the site appear to be suitable for the request at this time.

**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 surrounding area contains existing single-family and mobile homes on larger parcels in the County areas (Agricultural-Suburban – 5 units/acre) and developing single-family neighborhoods in City areas including Coeur d'Alene Place (R-8PUD), Sunshine Meadows (R-8), and Legacy Place (R-5). The subject property also has frontage on Ramsey Road, which is designated as a minor arterial on the Transportation plan.

Evaluation: The subject property is in an area of developing single-family neighborhoods with densities lower or comparable to the R-8 zoning requested by the applicant.

**F. Items recommended for an Annexation Agreement.**

None.

**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.

## Annexation of SMS Investment Property and Compliance with the Comprehensive Plan:

The goals are shown in *italics* and how the project meets the goals is below.

*To Guide future planned growth in order to enhance the quality and character of the community while providing and improving the amenities and services available to Coeur d'Alene Residents.*

The proposed project is contiguous with existing boundaries of the City of Cda and is within the adopted city impact area.

The project is adjacent to the new traffic improvements on Ramsay Road and the applicant has provided right of way for that development. This includes the development of the bike/pedestrian path.

*To maintain and provide for the healthy social and economic well being of the residents*

The proposed project with pay capitalization fees and user fees for the services it is using.

*Public Services should fulfill present needs and anticipated future needs*

The project is within the planning area for the water and sewer system and has been included in the anticipated future needs

*Provide and maintain adequate recreation and facilities for Coeur d'Alene Residents*

The proposed development will provide "payment in leau of parkland improvements"  
The city has adopted a policy of concentrating the efforts on parks

*Environmental Quality and our natural resources are important assets of Coeur d'Alene and should be preserved.*

The project provides for central sewer collection as it is located over the aquifer and the development will need to comply with the storm water ordinance to preserve the natural resources in the area. The project is located close to schools and connects into the bike path system provide alternatives for transportation.

*Urban development should occur at a minimum impact to the general public and individual property owners while ensuring the wise use of Coeur d'Alene land resources.*

The project provides for right of way for the future development of city streets that provides a benefit for all the residents.

*Provide for safe and efficient circulation of vehicular traffic*

The project provides for additional right of way and improvements to Ramsay Road and the extension of another east/west collector this improves traffic situations for everyone.

*To maintain and promote the residential character of Coeur d'Alene while providing a variety of housing situations*

The proposed town home development provides alternative housing situations for the residents.

*To insure the safety of residents and the protection of property*

This project will provide a close knit community that can provide neighborhood watch type programs.

*Preserve, protect and enhance areas of public interest and/or scenic beauty*

By restricting the height to two story buildings the preservation of the natural vistas will be provided for.

*Coeur d'Alene visual and physical environment should be comfortable, rich in variety, of unique and identifiable character, expressive of the city's function, history, technology, culture, and natural setting capable of being shaped by its inhabitants.*

The people of Coeur d'Alene are what provide for this goal. By providing economic opportunity and preservation of the natural beauty the residents become the driving force for the continued beauty and enjoyment of the Coeur d'Alene area.

Applicant: SMS Investments, LLC  
Location: 7677 N. Ramsey Road  
Request: Proposed zoning prior to Annexation from County  
Agricultural to City R-8 (Residential at 8 units/acre)  
QUASI-JUDICIAL (A-1-07)

Senior Planner Stamsos presented the staff report, gave the mailing tally as 0 in favor, 0 opposed and 2 neutral, and answered questions from the Commission.

There were no questions for staff.

**Public testimony open.**

Casey Hagan, applicant representative, 15940 W. Summerfield, Post Falls, commented that the staff report was complete and then asked if the Commission had any questions.

Commissioner Souza commented that the property abuts property that is zoned C-17 and inquired if this will be a problem for the existing neighborhood.

Mr. Hagan responded that the applicant intends to put a fence around the property, which will help buffer the property from the existing neighborhood.

Commissioner Bowlby questioned if Ramsey Road will be used as the main ingress and egress for the development.

Mr. Hagan commented that is correct and explained the design of the project to the Commission.

**Public testimony closed.**

**Motion by Rasor, seconded by Souza, to approve Item A-1-07. Motion approved.**

**ROLL CALL:**

|                     |       |     |
|---------------------|-------|-----|
| Commissioner Bowlby | Voted | Aye |
| Commissioner Jordan | Voted | Aye |
| Commissioner Rasor  | Voted | Aye |
| Commissioner Souza  | Voted | Aye |

Motion to approve carried by a 4 to 0 vote.



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

**A. INTRODUCTION**

This matter having come before the Planning Commission on February 13, 2007, and there being present a person requesting approval of ITEM A- 1-07, a request for zoning prior to annexation from County Agricultural to City R-8 (Residential at 8 units/acre)

LOCATION: +/- 5.19 acre parcel at 7677 North Ramsey Road

APPLICANT: SMS Investments, LLC

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

- B1. That the existing land uses are residential – single-family and mobile homes, church, agriculture and vacant land.
- B2. That the Comprehensive Plan Map designation is Transition
- B3. That the zoning is County Agricultural
- B4. That the notice of public hearing was published on January 27, 2007, and February 6, 2007, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That 6 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on January 26, 2007 and 2 responses were received: 0 in favor, 0 opposed, and 2 neutral.
- B7. That public testimony was heard on February 13, 2007. Cary Hagen, applicant representative described the request and answered questions from the commission.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:
  - 4B1: "Annexations should be made within the adopted city impact area."  
This request is within the ACI boundary.
  - 4B2: "Annexations should be effected in a manner that promotes an orderly growth pattern."  
This is a logical outward expansion of the city boundary.
- B9. That public facilities and utilities are available and adequate for the proposed use.  
This is based on the staff report and the pending improvements to Ramsey Road.

- B10. That the physical characteristics of the site do make it suitable for the request at this time because the topography of the parcel is level with no physical barriers to development.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character or existing land uses because the traffic can be handled by Ramsey Road and there are no other barriers to the development of the property.

**C. ORDER: CONCLUSION AND DECISION**

The Planning Commission, pursuant to the aforementioned, finds that the request of SMS INVESTMENTS, LLC for zoning prior to annexation, as described in the application, should be approved.

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

**ROLL CALL.**

|                     |           |
|---------------------|-----------|
| Commissioner Bowlby | Voted Aye |
| Commissioner Jordan | Voted Aye |
| Commissioner Razor  | Voted Aye |
| Commissioner Souza  | Voted Aye |

Commissioners George and Messina were absent.

Motion to approve carried by a 4 to 0 vote.

  
CHAIRMAN JOHN BRUNING

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

**A. INTRODUCTION**

This matter having come before the City Council on March 20, 2007, and there being present a person requesting approval of ITEM A-1-07, a request for zoning prior to annexation from County Agricultural to City R-8 (Residential at 8 units/acre)

LOCATION: +/- 5.19 acre parcel at 7677 North Ramsey Road

APPLICANT: SMS Investments, LLC

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

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

- B1. That the existing land uses are residential – single-family and mobile homes, church, agriculture and vacant land.
  
- B2. That the Comprehensive Plan Map designation is Transition
  
- B3. That the zoning is County Agricultural
  
- B4. That the notice of public hearing was published on March 3, 2007, and March 13, 2007, which fulfills the proper legal requirement.
  
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
  
- B6. That 6 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on March 2, 2007, and \_\_\_\_\_ responses were received: \_\_\_\_ in favor, \_\_\_\_ opposed, and \_\_\_\_ neutral.
  
- B7. That public testimony was heard on March 20, 2007.
  
- B8. That this proposal **(is) (is not)** in conformance with the Comprehensive Plan policies as follows:

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

Criteria to consider for B9:

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

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

Criteria to consider for B10:

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

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

Criteria to consider for B11:

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

**C. ORDER: CONCLUSION AND DECISION**

The City Council, pursuant to the aforementioned, finds that the request of **SMS INVESTMENTS, LLC** for zoning prior to annexation, as described in the application should be **(approved) (denied) (denied without prejudice)**.

Suggested provisions for inclusion in an Annexation Agreement 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 Reid       | 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

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

| FUND                                           | BALANCE<br>1/31/07  | RECEIPTS            | DISBURSE-<br>MENTS  | BALANCE<br>2/28/07  |
|------------------------------------------------|---------------------|---------------------|---------------------|---------------------|
| <u>General-Designated</u>                      | \$1,419,267         | \$32,368            | \$19,726            | \$1,431,909         |
| <u>General-Undesignated</u>                    | 7,939,839           | 6,959,580           | 7,433,684           | 7,465,735           |
| <u>Special Revenue:</u>                        |                     |                     |                     |                     |
| Library                                        | 165,144             | 75,716              | 73,842              | 167,018             |
| Cemetery                                       | 75,587              | 10,638              | 16,311              | 69,914              |
| Parks Capital Improvements                     | 534,167             | 5,735               | 6,923               | 532,979             |
| Impact Fees                                    | 2,076,389           | 171,323             |                     | 2,247,712           |
| Annexation Fees                                | 161,245             | 60,640              |                     | 221,885             |
| Insurance                                      | 2,088,427           | 17,863              | 8,650               | 2,097,640           |
| <u>Debt Service:</u>                           |                     |                     |                     |                     |
| 2000, 2002 & 2006 G.O. Bonds                   | 1,416,972           | 82,912              | 1,023,331           | 476,553             |
| LID Guarantee                                  | 168,304             | 1,228               |                     | 169,532             |
| LID 124 Northshire/Queen Anne/Indian Meadows   | 60,387              |                     |                     | 60,387              |
| LID 127 Fairway / Howard Francis               | 64,263              |                     |                     | 64,263              |
| LID 129 Septic Tank Abatement                  | 276,508             | 2,696               |                     | 279,204             |
| LID 130 Lakeside / Ramsey / Industrial Park    | 237,782             |                     |                     | 237,782             |
| LID 133 E Sherman/Gravel Sts/Forest Prk Paving | 62,736              | 202                 |                     | 62,938              |
| LID 137 Govt Way / Kathleen / WWTP Cap Fees    | 87,996              | 5,335               |                     | 93,331              |
| LID 143 Lunceford / Neider                     | 24,212              |                     |                     | 24,212              |
| LID 145 Government Way                         | 17,946              | 6,643               |                     | 24,589              |
| LID 146 Northwest Boulevard                    | 212,519             | 45,811              |                     | 258,330             |
| LID 148 Fruitland Lane Sewer Cap Fees          | 5,177               | 1,277               |                     | 6,454               |
| <u>Capital Projects:</u>                       |                     |                     |                     |                     |
| Street Projects                                | 1,094,376           | 4,775               | 2,273               | 1,096,878           |
| 2006 GO Bond Capital Projects                  | 5,580,665           | 4,206,143           | 4,543,869           | 5,242,939           |
| <u>Enterprise:</u>                             |                     |                     |                     |                     |
| Street Lights                                  | (10,999)            | 34,317              | 39,115              | (15,797)            |
| Water                                          | 1,761,292           | 171,482             | 175,700             | 1,757,074           |
| Water Capitalization Fees                      | 1,277,343           | 71,276              |                     | 1,348,619           |
| Wastewater                                     | 7,176,223           | 388,414             | 825,879             | 6,738,758           |
| Wastewater-Reserved                            | 1,550,393           | 27,500              |                     | 1,577,893           |
| WWTP Capitalization Fees                       | 1,347,738           | 363,742             |                     | 1,711,480           |
| WW Property Mgmt                               | 60,668              |                     |                     | 60,668              |
| Sanitation                                     | 331,025             | 217,463             | 298,812             | 249,676             |
| Public Parking                                 | 542,797             | 12,569              | 19,219              | 536,147             |
| Stormwater Mgmt                                | 422,845             | 93,902              | 30,474              | 486,273             |
| Water Debt Service                             | 121                 |                     |                     | 121                 |
| Wastewater Debt Service                        | (282)               | 70,000              | 68,925              | 793                 |
| <u>Trust and Agency:</u>                       |                     |                     |                     |                     |
| Kootenai County Solid Waste Billing            | 171,404             | 141,857             | 171,404             | 141,857             |
| LID Advance Payments                           | 1,039               | 108                 | 410                 | 737                 |
| Police Retirement                              | 1,383,574           | 31,009              | 42,982              | 1,371,601           |
| Cemetery P/C                                   | 1,979,129           | 19,627              | 8,232               | 1,990,524           |
| Sales Tax                                      | 1,360               | 979                 | 1,360               | 979                 |
| Fort Sherman Playground                        | 6,129               | 24                  |                     | 6,153               |
| Jewett House                                   | 23,217              | 92                  | 1,370               | 21,939              |
| KCATT                                          | 3,152               | 13                  |                     | 3,165               |
| Reforestation                                  | 183,101             | 14,126              | 339                 | 196,888             |
| CdA Arts Commission                            | 35                  |                     | 19                  | 16                  |
| Public Art Fund                                | 67,408              | 267                 |                     | 67,675              |
| Public Art Fund - LCDC                         | 119,683             | 475                 |                     | 120,158             |
| Public Art Fund - Maintenance                  | 71,938              | 285                 | 35                  | 72,188              |
| KMPO - Kootenai Metro Planning Org             | 45,965              | 7,172               | 14,913              | 38,224              |
| BID                                            | 97,995              | 3,689               | 20,001              | 81,683              |
| Homeless Trust Fund                            | 255                 | 254                 | 255                 | 254                 |
| <b>GRAND TOTAL</b>                             | <b>\$42,384,457</b> | <b>\$13,361,527</b> | <b>\$14,848,053</b> | <b>\$40,897,931</b> |

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 FIVE MONTHS ENDED  
 28-Feb-2007

| FUND OR<br>DEPARTMENT    | TYPE OF<br>EXPENDITURE | TOTAL<br>BUDGETED | SPENT THRU<br>2/28/2007 | PERCENT<br>EXPENDED |
|--------------------------|------------------------|-------------------|-------------------------|---------------------|
| Mayor/Council            | Personnel Services     | \$159,272         | \$67,481                | 42%                 |
|                          | Services/Supplies      | 32,250            | 5,542                   | 17%                 |
| Administration           | Personnel Services     | 432,434           | 175,237                 | 41%                 |
|                          | Services/Supplies      | 51,988            | 18,465                  | 36%                 |
| Finance                  | Personnel Services     | 559,360           | 210,898                 | 38%                 |
|                          | Services/Supplies      | 123,577           | 75,921                  | 61%                 |
| Municipal Services       | Personnel Services     | 628,167           | 261,389                 | 42%                 |
|                          | Services/Supplies      | 417,560           | 198,262                 | 47%                 |
|                          | Capital Outlay         |                   |                         |                     |
| Human Resources          | Personnel Services     | 179,426           | 76,756                  | 43%                 |
|                          | Services/Supplies      | 52,552            | 7,703                   | 15%                 |
| Legal                    | Personnel Services     | 996,154           | 425,007                 | 43%                 |
|                          | Services/Supplies      | 86,461            | 38,045                  | 44%                 |
|                          | Capital Outlay         |                   |                         |                     |
| Planning                 | Personnel Services     | 444,304           | 185,316                 | 42%                 |
|                          | Services/Supplies      | 77,000            | 17,329                  | 23%                 |
| Building Maintenance     | Personnel Services     | 193,815           | 62,015                  | 32%                 |
|                          | Services/Supplies      | 209,000           | 58,278                  | 28%                 |
|                          | Capital Outlay         |                   |                         |                     |
| Police                   | Personnel Services     | 7,073,406         | 2,997,824               | 42%                 |
|                          | Services/Supplies      | 558,508           | 210,108                 | 38%                 |
|                          | Capital Outlay         | 220,994           | 77,416                  | 35%                 |
| Fire                     | Personnel Services     | 4,837,284         | 2,060,258               | 43%                 |
|                          | Services/Supplies      | 371,774           | 150,571                 | 41%                 |
|                          | Capital Outlay         |                   |                         |                     |
| General Government       | Personnel Services     | 49,649            | 3,129                   | 6%                  |
|                          | Services/Supplies      | 126,982           | 129,766                 | 102%                |
| Byrne Grant (Federal)    | Services/Supplies      | 77,303            | 17,620                  | 23%                 |
| COPS Grant               | Services/Supplies      | 154,241           | 50,468                  | 33%                 |
| K.C.J.A. Drug Task Force | Services/Supplies      | 24,140            | 11,504                  | 48%                 |
|                          | Capital Outlay         |                   |                         |                     |
| US Streets               | Personnel Services     | 1,686,466         | 630,245                 | 37%                 |
|                          | Services/Supplies      | 483,126           | 190,293                 | 39%                 |
|                          | Capital Outlay         | 340,000           | 39,928                  | 12%                 |
| Growth Services          | Personnel Services     | 544,329           | 140,800                 | 26%                 |
|                          | Services/Supplies      | 653,500           | 17,685                  | 3%                  |
|                          | Capital Outlay         |                   |                         |                     |



CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
FIVE MONTHS ENDED  
28-Feb-2007

| FUND OR<br>DEPARTMENT         | TYPE OF<br>EXPENDITURE | TOTAL<br>BUDGETED | SPENT THRU<br>2/28/2007 | PERCENT<br>EXPENDED |
|-------------------------------|------------------------|-------------------|-------------------------|---------------------|
| Parks                         | Personnel Services     | 981,686           | 313,827                 | 32%                 |
|                               | Services/Supplies      | 344,450           | 63,702                  | 18%                 |
|                               | Capital Outlay         | 89,000            | 6,202                   | 7%                  |
| Recreation                    | Personnel Services     | 530,273           | 188,816                 | 36%                 |
|                               | Services/Supplies      | 160,400           | 85,855                  | 54%                 |
|                               | Capital Outlay         | 36,500            | 73,330                  | 201%                |
| Building Inspection           | Personnel Services     | 751,928           | 295,122                 | 39%                 |
|                               | Services/Supplies      | 40,650            | 21,835                  | 54%                 |
| Total General Fund            |                        | 24,779,909        | 9,659,948               | 39%                 |
| Library                       | Personnel Services     | 786,169           | 307,225                 | 39%                 |
|                               | Services/Supplies      | 139,205           | 49,704                  | 36%                 |
|                               | Capital Outlay         | 51,000            | 15,279                  | 30%                 |
| Cemetery                      | Personnel Services     | 155,252           | 57,194                  | 37%                 |
|                               | Services/Supplies      | 103,230           | 27,796                  | 27%                 |
|                               | Capital Outlay         | 42,000            |                         |                     |
| Impact Fees                   | Services/Supplies      | 2,014,920         | 645,000                 | 32%                 |
| Annexation Fees               | Services/Supplies      | 100,000           | 100,000                 | 100%                |
| Parks Capital Improvements    | Capital Outlay         | 443,259           | 37,428                  | 8%                  |
| Insurance                     | Services/Supplies      | 295,500           | 16,727                  | 6%                  |
| Total Special Revenue         |                        | 4,130,535         | 1,256,353               | 30%                 |
| Debt Service Fund             |                        | 2,537,634         | 1,801,523               | 71%                 |
| Ramsey Road                   | Capital Outlay         | 1,660,200         | 2,923                   | 0%                  |
| Govt Way                      | Capital Outlay         |                   | 6,925                   |                     |
| Atlas Signals                 | Capital Outlay         |                   | 250,481                 |                     |
| Ped Ramps                     | Capital Outlay         |                   |                         |                     |
| Atlas Road                    | Capital Outlay         | 200,000           | 330,131                 | 165%                |
| 4th St - Anton to Timber      | Capital Outlay         |                   | 2,818                   |                     |
| Ironwood                      | Capital Outlay         |                   |                         |                     |
| 15th Street - Best to Dalton  | Capital Outlay         | 823,000           | 2,332                   | 0%                  |
| Seltice Way                   | Capital Outlay         |                   |                         |                     |
| Atlas Signals                 | Capital Outlay         | 200,000           |                         |                     |
| Front Street                  | Capital Outlay         |                   |                         |                     |
| GO Bond - Refunding & Misc    | Capital Outlay         |                   |                         |                     |
| Library Building              | Capital Outlay         |                   | 1,557,965               |                     |
| Fire Dept GO Bond Expenditure | Capital Outlay         |                   | 535,720                 |                     |
| Total Capital Projects Funds  |                        | 2,883,200         | 2,689,295               | 93%                 |

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 FIVE MONTHS ENDED  
 28-Feb-2007

| FUND OR<br>DEPARTMENT         | TYPE OF<br>EXPENDITURE | TOTAL<br>BUDGETED   | SPENT THRU<br>2/28/2007 | PERCENT<br>EXPENDED |
|-------------------------------|------------------------|---------------------|-------------------------|---------------------|
| Street Lights                 | Services/Supplies      | 505,592             | 179,972                 | 36%                 |
| Water                         | Personnel Services     | 1,174,554           | 457,060                 | 39%                 |
|                               | Services/Supplies      | 2,817,514           | 348,692                 | 12%                 |
|                               | Capital Outlay         | 2,961,000           | 1,595,515               | 54%                 |
|                               | Debt Service           | 338,000             | 16,005                  | 5%                  |
| Water Capitalization Fees     | Services/Supplies      | 1,160,000           |                         |                     |
| Wastewater                    | Personnel Services     | 1,791,255           | 686,579                 | 38%                 |
|                               | Services/Supplies      | 3,307,741           | 509,553                 | 15%                 |
|                               | Capital Outlay         | 5,388,114           | 1,979,349               | 37%                 |
|                               | Debt Service           | 417,850             | 70,000                  | 17%                 |
| WW Capitalization             | Services/Supplies      | 1,293,611           |                         |                     |
| Sanitation                    | Services/Supplies      | 2,806,353           | 990,613                 | 35%                 |
| Public Parking                | Services/Supplies      | 160,132             | 81,602                  | 51%                 |
|                               | Capital Outlay         |                     |                         |                     |
| Stormwater Mgmt               | Personnel Services     | 341,865             | 130,469                 | 38%                 |
|                               | Services/Supplies      | 506,603             | 128,187                 | 25%                 |
|                               | Capital Outlay         | 500,000             | 3,973                   | 1%                  |
| Total Enterprise Funds        |                        | <u>25,470,184</u>   | <u>7,177,569</u>        | <u>28%</u>          |
| Kootenai County Solid Waste   |                        |                     | 696,289                 |                     |
| Police Retirement             |                        | 242,150             | 99,993                  | 41%                 |
| Cemetery Perpetual Care       |                        | 101,500             | 42,134                  | 42%                 |
| Jewett House                  |                        | 29,038              | 6,513                   | 22%                 |
| Reforestation                 |                        | 54,000              | 4,246                   | 8%                  |
| CdA Arts Commission           |                        | 4,600               | 384                     | 8%                  |
| Public Art Fund               |                        | 100,000             | 877                     | 1%                  |
| Public Art Fund - LCDC        |                        | 60,000              | 2,500                   | 4%                  |
| Public Art Fund - Maintenance |                        | 1,000               | 153                     | 15%                 |
| Fort Sherman Playground       |                        | 2,000               | 198                     | 10%                 |
| KMPO                          |                        | 190,400             | 110,183                 | 58%                 |
| Business Improvement District |                        | 126,000             | 50,000                  | 40%                 |
| Homeless Trust Fund           |                        | 5,000               | 1,121                   | 22%                 |
| Total Trust & Agency          |                        | <u>915,688</u>      | <u>1,014,591</u>        | <u>111%</u>         |
| TOTALS:                       |                        | <u>\$60,717,150</u> | <u>\$23,599,279</u>     | <u>39%</u>          |