

# Coeur d'Alene

## CITY COUNCIL MEETING

*May 15, 2007*

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**MEMBERS OF THE CITY COUNCIL:**

**Sandi Bloem, Mayor**

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

## CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY  
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,  
HELD AT COEUR D'ALENE CITY HALL  
MAY 1, 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 May 1, 2007 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

**INVOCATION** was led by Pastor Tom Weadick, Vineyard Christian Fellowship.

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

**PROCLAMATION – “GOODWILL COMMUNITY APPRECIATION DAY”:** On behalf of Mayor Bloem, Councilman Kennedy read the proclamation proclaiming May as Goodwill Community Appreciation Day. Becky Jones, Coeur d'Alene Goodwill Facility Manager accepted the proclamation.

**PROCLAMATION – “BIKE MONTH:** On behalf of Mayor Bloem, Councilman Goodlander read the proclamation declaring May as the Bike Month for the City. Mac Cavasar, Chairman of the Bicycle/Pedestrian Committee accepted the proclamation. Mr. Cavasar noted that May 18<sup>th</sup> is also “Bike to Work” day in the City and encouraged all residents to ride their bikes that day. City Attorney Mike Gridley presented a video on bike safety.

**PUBLIC COMMENTS:**

**PERSON'S FIELD:** Susan Snedaker, 821 Hastings, Coeur d'Alene, noted that the City has a Memorandum of Understanding with School District 271 to sell their portion of Person's Field to the School District for a new middle school. Since this agreement is no longer necessary, she would like to have the City purchase the School District's portion of Person's Field to maintain as a play field. She also wanted to know where the City stands on this issue in light of the need for affordable housing. Mayor Bloem responded that she understood that the School's portion is not for sale.

**STAFF COMMENDED:** Mac Cavasar, 621 Dollar Street, who was involved in the

Spring Dash last week expressed his thanks to Lee Brainard and the Police Department, Tim Martin and the Streets Department as well as the Fire Department for the excellent service they provided for this event.

**TOM JOHNSON REMEMBERED:** Troy Tymesen, City Finance Director, recalled an incident with Tom Johnson, where they were visiting with representatives from US Bank for the possible relocation of their banking call center. Tom was responsible for finding transportation to escort the representatives for a tour of the proposed site. Since a new snowfall has just fallen, as he was driving (and talking) he hit a rut and they ended up unable to move. Tom did not miss a beat and kept talking about the beautiful land and river view until Troy had to tell Tom that they were stuck in the rut and he had bankers on top of him and to get them out of the SUV. In the end, the banking representatives, Tom and Troy ended up having to walk out of the area. Today we have that call center. Mr. Tymesen then shared a poem about asking if you are person who was a builder of a community or a person who tore down buildings. We will all miss Tom Johnson.

**CONSENT CALENDAR:** Motion by Reid, seconded by Edinger to approve the Consent Calendar as presented. Councilman Hassell noted that his son works for JUB.

1. Approval of minutes for April 12, 27, 2007.
2. Setting the Public Works Committee and General Services Committee meetings for May 7, 2007 at 4:00 p.m.
3. RESOLUTION 07-033: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING BID AWARD AND APPROVAL OF A CONTRACT WITH PLANNED AND ENGINEERED CONSTRUCTION (PEC) FOR THE CURED IN PLACE PIPE PROJECT FOR WASTEWATER LINES; APPROVAL OF AN AMENDMENT TO NORTH AMERICA SPORTS, INC. AGREEMENT CHANGING THE BIKE ROUTE FOR THE 2007 COEUR D' ALENE IRONMAN RACE; APPROVAL FOR DECLARATION OF CITY SURPLUS PROPERTY; APPROVAL OF AN AUCTIONEER SERVICES AGREEMENT WITH MR. AUCTION FOR THE CITY'S ANNUAL SURPLUS AUCTION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR CRIMINAL PROSECUTION SERVICES.
4. Approval of the purchase of a replacement asphalt emulsion tack-wagon for Street Dept.
5. Approval of outdoor eating facility sidewalk encroachment permit at Tito's Macaroni
6. Approval of cemetery lot repurchase from Roy E. Higgs, Jr.
7. Approval of cemetery lot transfer from Edward and Thelma Nettleton to Joyce Bacile.
8. Approval of beer license for Caruso's Sandwich Co.
9. Approval of beer/wine license transfers: The Wine Cellar, The Olympia, and Best Food Stop.
10. Authorizing Kelly Smith, Legal Department Intern, to represent the city in Court.

11. Setting of public hearings: ZC-6-07 – Zone Change at 1502 N. 3<sup>rd</sup> for June 5, 2007.
12. Approval of street closure permit with the Downtown Association for the Farmers marking.
13. S-2-07: Final Plat Approval for the Village at Riverstone.

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

**COUNCIL ANNOUNCEMENTS:**

Councilman Kennedy: City Firefighter Jeff will be doing the Ironman and has sent out a challenge for raising funds for the Dirne Clinic. Councilman Goodlander explained that Jeff is participating in the Ironman Janus Challenge whereby the Janus Company matches any funds raised by participating athletes.

**APPOINTMENTS:** Motion by Kennedy, seconded by Hassell to re-appoint Jim Elder to the Lake City Development Corporation, Elisabeth Garland and Mike Patano to the Arts Commission and Dave Walker to CDATV Committee. Motion carried

ORDINANCE NO. 3293  
COUNCIL BILL NO. 07-1017

AN ORDINANCE OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING A NEW CHAPTER 10.34 CARELESS DRIVING; ADOPTING A NEW SECTION 10.34.010 TO PROHIBIT DRIVING IN A CARELESS MANNER; ADOPTING A NEW SECTION 10.34.020 TO PROVIDE THAT ANY VIOLATION OF CHAPTER 10.34 SHALL BE PUNISHABLE AS A MISDEMEANOR AS PROVIDED IN SECTION 1.28.010; 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.

Councilman Goodlander reported that the City has had some issues with careless driving. Deputy City Attorney Wes Somerton explained that the proposed ordinance fills in the gaps that the Idaho Code does not provide to allow our officers make our streets safer.

Motion by Goodlander, seconded by Hassell to pass the first reading of Council Bill No. 07-1017.

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

Motion by Edinger, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 07-1017 by its having had one reading by title only.

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

ORDINANCE NO. 3294  
COUNCIL BILL NO. 07-1019

AN ORDINANCE OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING A NEW CHAPTER 9.22 ENTITLED FIGHTING; ADOPTING A NEW SECTION 9.22.010 TO PROHIBIT FIGHTING IN PUBLIC; ADOPTING A NEW SECTION 9.22.020 DEFINING FIGHT; ADOPTING A NEW SECTION 9.22.030 TO PROVIDE THAT ANY VIOLATION OF CHAPTER 9.22 SHALL BE PUNISHABLE AS A MISDEMEANOR AS PROVIDED IN SECTION 1.28.010; 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.

Councilman Goodlander noted that the City does not have good rules regarding fighting in public. Deputy City Attorney, Wes Somerton, explained that with a battery charge the City needs a person to press charges: however, usually the fighting parties are not willing to charge the other person with battery. This proposed ordinance allows law enforcement to arrest and charge an individual with battery.

Motion by Goodlander, seconded by Hassell to pass the first reading of Council Bill No. 07-1019.

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

Motion by Hassell, seconded by McEvers to suspend the rules and to adopt Council Bill No. 07-1019 by its having had one reading by title only.

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

RESOLUTION NO. 07-034

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A VEHICLE USER RELATIONS LOAN AGREEMENT AND A MAINTENANCE CONTRACT FOR A KAWASAKI MULE™ UTILITY VEHICLE WITH SPECIALTY RECREATION & MARINE, ITS PRINCIPAL PLACE OF BUSINESS AT 910 W. KATHLEEN AVENUE, COEUR D' ALENE, IDAHO 83815.

Goodlander reported that the Police Department has an opportunity to rent a Kawasaki mule. Captain Childers noted that this mirrors the program Post Falls currently has and would provide access for Police volunteers to patrol the area trail systems. Specialty Recreation Marine provided the Police Department with the information from Kawasaki

for the low cost lease of a Kawasaki Mule Utility Vehicle.

Motion by Goodlander, seconded by Edinger to adopt Resolution 07-034.

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

PUBLIC COMMENTS: Rebekah Garvin, 802 Front Street, commented that the public pay the Police to make it safe here and wanted to know if the Police only get paid when they arrest someone. Mayor Bloem responded that the Police Department gets paid an hourly wage, and the purpose of this regulation is to allow police to break up a fight and make any necessary arrests.

#### RESOLUTION NO. 07-035

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING CHANGE ORDER #8 TO THE AGREEMENT WITH CONTRACTORS NORTHWEST, INC., FOR THE PHASE 4B UPGRADE AND EXPANSION PROJECT.

Motion by Reid, seconded by Kennedy to adopt Resolution 07-035.

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

#### ORDINANCE NO. 3295 COUNCIL BILL NO. 07-1016

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF THE SW ¼ SE ¼ SECTION 4, TOWNSHIP 50, NORTH, RANGE 4W, BOISE MERIDIAN AND LOTS 7 & 8 BLOCK 4 OF "ORCHARDLANDS", AND ADJOINING HIGHWAY RIGHTS OF WAY; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.030, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #35; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Reid, seconded by McEvers to pass the first reading of Council Bill No. 07-1016.

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

Motion by McEvers, seconded by Edinger to suspend the rules and to adopt Council Bill No. 07-1016 by its having had one reading by title only.

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

**PUBLIC HEARING – O-1-07 – MODIFICATION TO THE EAST MULLAN INFILL REGULATIONS AND REMOVAL OF HEIGHT VARIANCE:** Mayor Bloem read the rules of order for this public hearing. Dave Yadon, City Planner, gave the staff report.

Mr. Yadon presented the following proposed amendments to the zoning ordinance:

- \*Reduce the allowable building height from 38 feet to 35 feet
- \*Add a design guideline requiring pitched roofs for development; and,
- \*Remove the exceptions to height maximums by variance

He reported that the amendment reducing the overall height allowed to 35 feet is intended to insure that the scale of buildings in the DO-E is more sensitive to the scale of the surrounding neighborhood while still providing adequate volume to encourage infill development.

The Design Guidelines requiring a minimum 4:12 and Maximum 12:12 roof pitch is intended to ensure that rooflines reflect the neighborhood character and reduce the perceived bulk of structures. He noted that this is the same guideline that was recently adopted as part of the Pocket Residential regulations.

The amendment removing the specific height variance findings is intended to provide for a more restrictive set of standards by only allowing such variances for a site specific hardship. This is consistent with the criteria for granting other variances from the zoning regulations.

**COUNCIL COMMENTS:** Councilman Goodlander commented that before the original infill regulations were originally adopted by the Council, the Council had meetings with Consultant Mark Hinshaw and she wanted to know what his recommended height limit was. Dave Yadon responded that the original recommendation was 35'. Councilman McEvers asked if the proposed amendments apply to buildings on Sherman Avenue. Dave Yadon responded that it does include Sherman Avenue. He noted that there was some discussion of a split height for commercial properties along Sherman Avenue and this could be done if the Council chose to do so. Councilman McEvers asked what difference three feet from 35' to 38' would do. Dave Yadon responded that architecturally you could do a lot with that additional three feet.

**WRITTEN COMMENTS:** Letters from Joe and Lynn Morris, 304 S. 11<sup>th</sup> Street, stating their support of the proposed amendments were distributed for Council review.



PUBLIC COMMENTS: Barbara Crumpacker, 1015 Lakeside, believes that the question here is how to balance growth and quality of life. She would like to have the Planning Commission and Council take a holistic approach to development, including effects of sunlight, minimal demolition, scale and bulk of buildings. She believes that homeowners across the street from the Ice Plant condominiums have 45 minutes less sunlight each day.

Dwight Bershaw, 901 Front Avenue, testified in favor of the change in height. He also supports the elimination of the variance and would like to maintain height limits to 35 feet. He noted that the Ice Plant is at 31 feet. He also does not like the “blockiness” of how buildings are being constructed. He doesn’t like that setbacks could be set closer to property lines for certain projects. He believes that the character of the neighborhood could be destroyed with the present regulations allowing variances for increased heights above 35 feet.

Roger Snyder, 319 Park Drive, explained that a house in his neighborhood in the Fort Grounds district has been “bermed up” as well as appears to be at least 35’ tall. He requested that the amendments include the banning of berming in these residential neighborhoods.

Gordon Hannigan-Luther, 823 Bancroft, moved to his home 8 years ago due to the neighborhood. He commented that he does not want his neighborhood to be a transition zone. He noted that he was not notified of the original proposed changes that were made several years ago. He has been disturbed and concerned with some of the changes made as not only are there multi-story buildings up in his neighborhood but that these structures are not affordable housing structures. He is also disturbed by the pressure some of his neighbors have been getting to sell their homes so high rise buildings can be constructed. He is in favor of tonight’s proposed changes.

Jason Stormogipson, 310 S. 13<sup>th</sup> Street, read a letter from Joe Morris which he endorses. Mr. Morris urged the Council to adopt the proposed amendments to the overlay regulations. He noted that the East Mullan Infill area is a residential zone whereby the other infill regulation areas are more commercial.

Charles Dodson, 1424 E. Sherman Avenue, spoke in opposition to the proposed changes. He noted that there are three houses on Sherman Avenue that would be out of compliance with the proposed regulations and if they burned down, they could not be reconstructed to their current height. He does not believe that the proposed regulations are appropriate for Sherman Avenue. He believes that the regulations would be appropriate for the residential neighborhoods adjacent to Sherman Avenue but not for any property between 11<sup>th</sup> and 7<sup>th</sup> Streets along Sherman Avenue. He distributed a petition from March 3, 2007 with 35 signatures from property owners and other residents of the City requesting that the proposed amendments not apply to the regulations along Sherman Avenue.

#### COUNCIL COMMENTS:

Councilman Kennedy commented that he thought that there was a clause that would

allow reconstruction of buildings that were burned. Dave Yadon responded that there are certain conditions that would provide for reconstruction to the existing height.

Mayor Bloem commented that some the homes along Sherman have been converted to Commercial use and are now zoned commercial so can they build to any height. Dave Yadon responded that there is a cap on any zoning within the infill district to 35 feet.

Councilman Edinger questioned Mr. Dodson that the majority of the people who signed the petition that he presented do not live in the infill area and wanted to know if the people who signed the petition are employees of people who work for owners who have property within the infill area. Mr. Dodson responded that it could be possible; however, they are citizens that care about their city.

Councilman Hassell asked if staff is looking at the variance ordinance as a whole. Councilman Kennedy asked Dave Yadon about his thoughts on the infill boundaries. Dave Yadon commented that the Council has the option to send it back to the Planning Commission, or the Council may, if there is a logical connection, change the proposed amendments to the regulations this evening. Mayor Bloem explained that the Council could accept the proposed amendments to the regulations excluding the C-17 zoned area within the infill regulations which would allow Sherman Avenue to remain 38'. Councilman Reid recalled that there was a proposed variance at 11<sup>th</sup> and Sherman that would have dramatically changed the character of this neighborhood and voiced her concern of allowing Sherman Avenue to build to a different height. She would like to see some design standards for Sherman Avenue so a "big box" building could not be constructed along this area of Sherman Avenue. Councilman Hassell noted the adverse effect of homes that are behind the buildings on Sherman Avenue and feels they need to protect these residences until appropriate regulations can be developed.

#### PUBLIC COMMENTS CONTINUED:

Mary Jo Brooks, 901 Bancroft, read a letter from Lynn Morris, supporting the proposed amendments to the infill regulations.

Rebekah Garvin, 802 Front Street, supports the amendments to the infill regulations and does support the changes to Sherman Avenue; however, she does not want to include the block where Shady Pines is located in the increased height limits as she lives on the other side of the alley to Shady Pines

Julie VanMiddlesworth, 917 E. Young Avenue, believes that the City has gone to great lengths to provide good aesthetics in the downtown area which she appreciates and would like to see the historic aesthetics of the East Mullan Historic District maintained. She believes that the change in heights would destroy the aesthetic value of her neighborhood.

John Montandon, 1010 Sherman Avenue, agrees that the residents have a good idea of what their neighborhood should be, but believes that with Sherman Avenue being commercial the proposed amendments would de-value his commercial property. Also

from an economic standpoint, he believes that if commercial values go up so do their taxes which in turn would ease the tax burden on residential homes. He urged the Council to table the proposed amendments, determine what is best for Sherman Avenue and the Shady Pine area and then amend the current regulations after further review. He believes that proper design could provide for taller building heights without creating “boxy” buildings. Councilman McEvers commented that if the overlay amendments were passed it would limit heights on Sherman Avenue to 35’ and that would mean that Mr. Montandon would lose 3 feet. Mr. Montandon agreed but noted that the loss of 3 feet would impact the value of his property by 30%.

Marsha Bowlin, 607 W. Lakeshore Drive, owner of the White House, has a hard time with 38 feet let alone 35 feet. She does not understand why she is being penalized in that the property to the west of her on Sherman Avenue can construct up 75’ and then property east of 11<sup>th</sup> Street and Sherman can go up no higher than 35 feet. She also would like to be notified in writing of any proposed amendments to the zoning regulations.

Rita Sims-Snyder, 818 Front Avenue, recalled that originally the East Mullan Homeowners Historic Association submitted a petition of over 150 signatures of homeowners in the area. She believes that this is her neighborhood and the existing infill regulations are detrimental to this area. She requested that the Council pass a moratorium on these regulations to allow time for the neighborhood to work through the proposed amendments. She also requested that her neighborhood be included in the design and development of their neighborhood.

Donnie Murrell, 211 N. Bruce Dr., commented that he believes the current regulations are working well. He noted that if you reduce the height you reduce the density of the building. He noted that he represents the Bowlin family in the sale of their property. He also believes that if you reduce the height of Sherman Avenue you reduce the value of that property. In regard to single family residents butting up against buildings of height, this is something you will get wherever you go. As for the point of economic impact, when you reduce the height you reduce the value of the property and thus you are taking away property rights of the owners of this parcel. He asked the council to deny the recommended amendments. Councilman Kennedy asked what if the reverse were true for his client whereby their residence now abuts a tall building. Mr. Murrell responded that the Council needs to look at the overall good for the entire city and yes, someone will not be happy.

Steve Shortridge, 3304 Sky Harbor Drive, Coeur d’Alene, commented that he does not believe that anyone likes the infill regulations that have been developed. He purchased the Shady Pines property and was surprised that the only avenue he had to develop his property was a zone change. He believes that there is a financial impact to his property. He noted that some buildings in the historic district are just old and are not pretty and should be torn down. He believes that we need to have beauty in our city and so there is a need for regulations that allow for both growth and beauty in the downtown area, otherwise downtown will not be a place where people will not want to go.

Harry Robertson, 3696 Sky Harbor Drive, owner of Shady Pines property, asked the Council that if according to Mr. Hinshaw, the downtown area needs 2,000 residential units to be viable, what is the purpose of the transition infill area if you cannot allow more than two-story buildings 18 feet away from a 75' building. He urged the Council to reconsider this "mess". He commented that if the Council passes the proposed regulations they are legislating "ugly".

Jannelle Stimson, 1312 E. Lakeside Avenue, is neutral to the issue tonight, but believes that the Council should not pass the amendments tonight. She recalled that several years ago, there was a citizen vote that restricted the downtown height to 4 stories then in the cover of night after Mayor Fromm left office, the City Council overturned this restriction and the height could go as high as the developer wanted as long as someone lived on the top floor.

Sherry Bullard, 1024 E. Indiana Avenue, does not believe that a moratorium is a good idea but maybe table the item until workshops could be held. She also noted that she would not like to see the grand old homes along Sherman Avenue destroyed and replaced with "block" buildings. She encouraged the Council to look at other alternatives for the infill district.

#### COUNCIL DISCUSSION:

Motion by McEvers to pass the three amendments to the infill regulations as proposed but remove Sherman Avenue from 7<sup>th</sup> to 11<sup>th</sup> to the mid-block at the alleyway from the overlay district and return Sherman Avenue to the former 43' height limit and then direct staff to negotiate with the developer of Shady Pines regarding the Design Regulations. He believes that everyone is here for the same reason, but we are changing. He believes that this would start the process that would protect the neighborhood (Motion died due to a lack of a second.)

Dave Yadon noted that the Council's action tonight, is to reduce the height from 38 to 35, but if the Council wants to split the district and keep Sherman at 38 they could do that; however, they cannot change the existing regulations of Sherman Avenue to 43 feet. They could continue this public hearing, or table the motion. City Attorney Mike Gridley noted that a moratorium could not be done tonight unless there is an emergency or until the Council could come back with a public hearing for a moratorium. He believes that one of the biggest concerns is the height limit which the Council could adopt tonight and split out Sherman Avenue.

Councilman Kennedy was impressed by the community input tonight and believes that this was a good discussion and debate. He believes that the design standard is a huge issue that needs to be addressed. He believes that neighborhood protection is the issue tonight and Council could always go back and address Sherman Avenue at a later time.

**MAIN MOTION:** Motion by Kennedy, seconded by Edinger to approve the recommended amendments to the zoning regulations for the East Mullan Infill

Regulations and to direct staff to prepare an ordinance reflecting these amendments.

**MOTION TO AMEND MAIN MOTION:** Motion by Goodlander, seconded by Reid to amend the motion to split out Sherman Avenue regarding the 38' height limit but to include Sherman Avenue with the amendments to the variance procedure and the pitch of the roof and to include a recommendation to bring back the Sherman Avenue corridor issues by October 1<sup>st</sup> and to further review the issues through workshops in order to address the preservation of the historical quality of Sherman Avenue and the design standards. **ROLL CALL:** ROLL CALL: Edinger, No; Goodlander, Aye; Hassell, No; Kennedy, No; McEvers, No; Reid, Aye. Motion to amend failed.

**VOTE ON MAIN MOTION:** ROLL CALL: Edinger, Aye; Goodlander, No; Hassell, Aye; Kennedy, Aye; McEvers, No; Reid, Aye. Main motion carried.

**DISCUSSION:** Councilman Hassell asked that by keeping Sherman Avenue out of the amendments, would the construction of a building be allowed to be constructed to the property line. Dave Yadon noted that setbacks are regulated by the Building Code.

**MOTION:** Motion by Kennedy, seconded by Edinger to direct staff to set up a series of workshops on the East Mullan Infill Overlay regulations to bring all interested parties to the table to address their concerns. Motion carried.

**MOTION:** Motion by Goodlander seconded by Reid to include the entire length of Sherman Avenue included in the review. **ROLL CALL:** Edinger, Aye; , Goodlander, Aye; Hassell, Aye; Kennedy, Aye; McEvers, No; Reid, Aye. Motion carried.

**PUBLIC HEARING – O-2-07 – MEDIATION OPTION FOR ZONING AND SUBDIVISION REGULATIONS PROCESS:** Mayor Bloem read the rules of order for this public hearing. Dave Yadon, Planning Director, gave the staff report.

Mr. Yadon reported that I.C. 67-6510 provides for mediation of land use issues and establishes guidelines for how the mediation occurs. For some time staff has considered adding a mediation provision to our land use ordinances to provide guidance to the public on mediation of land use issues. He noted that by adopting an ordinance governing mediation it will help answer the question of how mediation will occur if it is requested. Additionally, this will provide another avenue for citizens to become aware of the possibility of mediation.

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

Motion by Hassell, seconded by Kennedy to approve the recommended mediation option for the Zoning and Subdivision regulations and direct staff to prepare the appropriate ordinance. **ROLL CALL:** Goodlander, Aye; Hassell, Aye; Kennedy, Aye; McEvers, aye; Reid, No; Edinger, Aye. Motion carried.

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

The meeting recessed at 9:20 p.m.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, CMC, City Clerk

## RESOLUTION NO. 07-036

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 ACCEPTANCE OF A DEPARTMENT OF HOMELAND SECURITY GRANT FOR THE FIRE DEPARTMENT'S TECHNICAL RESCUE TEAM; APPROVAL OF A CONTRACT WITH SI CONSTRUCTION, LLC, FOR INSTALLATION OF FOUR CHECK VALVES AS PART OF THE NE WATER PRESSURE ENHANCEMENT PROJECT; APPROVAL OF THE DESTRUCTION OF TEMPORARY RECORDS FROM THE SERVICE IMPROVEMENT COMMITTEE; APPROVAL OF S-1-05M ACCEPTANCE OF IMPROVEMENTS WITH A MAINTENANCE / WARRANTY AGREEMENT FOR RIVERSTONE WEST, 1ST ADDITION; APPROVAL OF S-13-06 FINAL PLAT APPROVAL AND SUBDIVISION IMPROVEMENT AGREEMENT FOR RIVERSTONE PLAZA; AWARD OF BID AND APPROVAL OF A CONTRACT WITH VIETZKE EXCAVATING, INC. FOR THE 2007 SEWER OPEN TRENCH REPLACEMENT PROJECT, AND APPROVAL OF CHANGE ORDER NO. 1 TO THE CONTRACT WITH PLANNED AND ENGINEERED CONSTRUCTION (PEC) FOR THE 2007 WASTEWATER CIPP REHABILITATION PROJECT..

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

- 1) Acceptance of a Department of Homeland Security Grant for the Fire Department's Technical Rescue Team ;
- 2) Approval of a Contract with SI Construction, LLC, for installation of four Check Valves as part of the NE Water Pressure Enhancement Project;
- 3) Approval of the destruction of temporary records from the Service Improvement Committee;
- 4) Approval of S-1-05M Acceptance of Improvements with a Maintenance / Warranty Agreement for Riverstone West, 1<sup>st</sup> Addition;
- 5) Approval of S-13-06 Final Plat Approval and Subdivision Improvement Agreement for Riverstone Plaza;

- 6)     **A.**     Award of Bid and approval of a Contract with Vietzke Excavating, Inc. for the 2007 Sewer Open Trench Replacement Project, and
- B.**     Approval of Change Order No. 1 to the Contract with Planned and Engineered Construction (PEC) for the 2007 Wastewater CIPP Rehabilitation Project;

AND;

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

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

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

DATED this 15<sup>th</sup> day of May, 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 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 \_\_\_\_\_.

General Services Committee

Date: May 2, 2007

From: Kenny Gabriel, Fire Chief

Re: Homeland Security Grant

---

DECISION POINT: Should Mayor and Council accept a grant from the Department of Homeland Security to support the Department's Technical Rescue Team?

HISTORY: The Fire Department is one of two State Sponsored Technical Rescue Teams. The funds from the grant are for training, equipment, and maintenance.

FINANCIAL ANALYSIS: The amount of the grant is \$42,000 with no match from the City.

PERFORMANCE ANALYSIS: The Technical Rescue Team is a resource many areas do not have. We are fortunate to have the ability to provide this service to our City as well as the region. The grant allows us to maintain necessary skills, maintain equipment, and train with surrounding departments. All the above mentioned are a benefit to our City while taking no money from the general fund.

DECISION POINT/RECOMMENDATION: For Mayor and Council to accept \$42,000 grant from the Department of Homeland Security.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE STATE OF IDAHO AND  
COEUR D' ALENE FD, ICSAR 1**

**REGARDING STATE USE OF HOMELAND SECURITY  
GRANT FUNDING ON BEHALF OF  
COEUR D' ALENE FD, ICSAR 1**

1. **PARTIES.** The parties to this Agreement are the State of Idaho and Coeur d' Alene FD, ICSAR 1.
2. **AUTHORITY.** This agreement is authorized under the provisions of Idaho Statute: TITLE 46, CHAPTER 10.
3. **PURPOSE.** The purpose of this Agreement is to set forth terms by which the State of Idaho shall expend Homeland Security Grant Funds on behalf of Coeur d' Alene FD, ICSAR 1. On June 30, 2006, the United States Department of Homeland Security issued grant number 2006-GE-T6-0030 to the State of Idaho. Under this grant, the State of Idaho must allocate grant funding to Coeur d' Alene FD ICSAR. Under this grant Coeur d' Alene FD, ICSAR 1 may authorize Idaho Bureau of Homeland Security to make purchases on behalf of Coeur d' Alene FD, ICSAR 1, provided that Coeur d' Alene FD, ICSAR 1 and the State of Idaho enter into an agreement on the matter.
4. **RESPONSIBILITIES.**
  - A. **Idaho Bureau of Homeland Security**  
Shall provide fund management, support, and coordination for equipment grant funds held on account for Coeur d' Alene FD, ICSAR 1 for the period of this award. State of Idaho shall assign title in all purchases to the recipient within Coeur d' Alene FD, ICSAR 1.
  - B. **Coeur d' Alene FD ICSAR, Idaho**  
I, as the duly authorized official of Coeur d' Alene FD, ICSAR 1 have read and understand the 2006 HSGP grant program description and application from the Idaho Bureau of Homeland Security. I, hereby direct that Coeur d' Alene FD, ICSAR 1, authorize the State Bureau of Homeland Security to expend 2006 State Homeland Security Grant funds for allowable equipment purchases in support of Coeur d' Alene FD, ICSAR 1 in accordance with program guidelines.





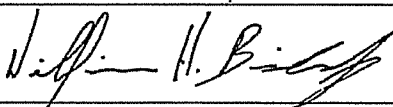
**Coeur d' Alene Fire Department**  
**Training Division**  
"Excellence through Safety and Education"

**ICSAR Team**  
Idaho Collapse, Search and Rescue Team  
" All Hazard Rescue and Response"

To: Chief Gabriel, Mayor Sandi Bloem  
From: DC Jim Washko  
Subject: Homeland Security Grant  
Date: 4-25-2007

This letter is in regards to the attached information. This is the formal acceptance for the 2006 Homeland security grant we put in for. We have the opportunity to receive a 100% grant for our USAR team for the sum of \$42,000.00, to be used for training, equipment and backfill cost. I would ask that you please accept this grant and sign and process the attached paperwork. Thank you.

Sincerely,  
  
Jim Washko, Deputy Chief

 <b>IDAHO BUREAU OF HOMELAND SECURITY STATE ADMINISTERING AGENCY STATE HOMELAND SECURITY GRANT PROGRAMS</b>		<b>SUB GRANT AWARD DOCUMENT</b>		<b>PAGE 1 OF 3</b>
<b>1. SUB-GRANTEE NAME AND ADDRESS (Including Zip Code)</b>		<b>2. AWARD NUMBER</b>	<b>3. PERFORMANCE PERIOD</b>	
Coeur d' Alene FD, ICSAR 1 320 Foster Avenue Coeur d-Alene, ID 83814		2006-GE-T6-0030	7/01/2006 TO 6/30/2008	
		<b>4. AWARD DATE</b>	<b>5. CFDA</b>	<b>6. ACTION</b>
<b>7. SUB-GRANTEE IRS/VENDOR NO.</b>		12/19/06	97.067	INITIAL
<b>2006 STATE HOMELAND SECURITY PROGRAM</b>		<b>8. PREVIOUS AWARD AMOUNT:</b>		\$0.00
<b>9. PROGRAM AREA:</b>	SHSP	<b>10. AMOUNT OF THIS AWARD:</b>		\$42,000.00
<b>11. PROGRAM AREA:</b>	LETPP	<b>12. AMOUNT OF THIS AWARD:</b>		\$ 0.00
<b>13. PROGRAM AREA:</b>		<b>14. AMOUNT OF THIS AWARD:</b>		
<b>TOTAL AWARD</b>				<b>\$42,000.00</b>
<b>15. SPECIAL CONDITIONS</b>				
THE ABOVE GRANT PROGRAM AREAS ARE APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S) AND THE SIGNED MEMORANDUM OF UNDERSTANDING (MOU).				
<b>16. STATUTORY AUTHORITY FOR GRANT</b>				
This project is supported under DHS Appropriations Act of 2006 (P.L. 109-90).				
<b>17. METHOD OF PAYMENT</b>				
Reimbursement is made upon receipt of the jurisdiction's Financial Status Reports or on behalf of the jurisdiction for funds per the signed MOU.				
<b>AGENCY APPROVAL</b>		<b>SUB-GRANTEE ACCEPTANCE</b>		
<b>18. TYPED NAME AND TITLE OF APPROVING BHS/SAA OFFICIAL</b>		<b>19. TYPED NAME AND TITLE OF AUTHORIZED SUB-GRANTEE OFFICIAL</b>		
William H. Bishop, Director				
<b>20. SIGNATURE OF APPROVING BHS/SAA OFFICIAL</b>		<b>21. SIGNATURE OF AUTHORIZED SUB-GRANTEE OFFICIAL</b>		
				
<b>DATE: 04/05/07</b>		<b>DATE:</b>		

BHS - Award Form, Revised December 06 - Adapted from Federal Form 4000/2 ODP  
L:\Grant Management\2006 HSGP Subgrants\Award Package\2006 Award Document RRT EOD v2.doc

Coeur d'Alene Fire Department  
Operations Chief  
Document Review and Process  
Date Received 4-24-07  
Date Processed 4-25-07  
Recipients EC-MA705

## 22. SPECIAL CONDITIONS

1. The sub-recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Grant Operations Financial Management Guide. The Financial Management Guide can be found at [http://www.dhs.gov/xlibrary/assesssts/Grants\\_FinancialManagementGuide.pdf](http://www.dhs.gov/xlibrary/assesssts/Grants_FinancialManagementGuide.pdf).
2. The sub-recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
3. The sub-recipient understands and agrees that it cannot use federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of G&T.
4. The sub-recipient further agrees to comply with the standards put forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.
5. When implementing G&T funded activities, the sub-recipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The sub-recipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting G&T funded activities.
6. The sub-recipient acknowledges that G&T reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a sub-recipient purchases ownership with Federal support. The sub-recipient agrees to consult with G&T regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
7. The sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from the Office of Grants and Training, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the Office of Grants and Training or the U.S. Department of Homeland Security." The sub-recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."
8. The sub-recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provisions of any information required for the assessment or evaluation of any activities within this project.
9. The sub-recipient agrees that federal funds under this award will be used to supplement, but not supplant, state or local funds for homeland security preparedness.
10. The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the Federal Fiscal Year 2006 Homeland Security Grant Program (HSGP) Guidance and Application Kit. Allocations and use of grant funding must support the goals and objectives included in the State Homeland Security Strategy. Allocations and use of grant funding must also support the Investment identified in the Investment Justifications which were submitted as part of the FY 2006 HSGP application,
11. FY 2006 HSGP sub-recipients may only fund Investments that were included in the FY 2006 Investment Justification that was submitted to DHS, evaluated through the peer review process, and approved by the BHS Investment Managers.
12. The sub-recipient is prohibited from transferring funds between programs (State Homeland Security Program, Law Enforcement Terrorism Prevention Program, and Citizen Corps Program.)
13. The sub-recipient shall provide such information as may be requested by DHS to ensure compliance with any applicable environmental laws and regulations. The sub-recipient shall not undertake any construction project without the approval of DHS, as required by the grant guidance.
14. Management & Administration (M&A) funding will be utilized in accordance with the 2006 HSGP Guidance and instructions (Allowable Cost Matrix page D-3).

15. Regional Exercise Coordinators will work with all Counties/Tribes within their respective region to facilitate exercise planning, executing and submitting of all reports that are necessary to comply with adopted state and Federal exercise requirements. . Regional Exercise Coordinators will assist with the development and execution of State wide exercises when appropriate.
16. Award approval is contingent upon recipient acceptance of applicable MOUs.

**5. APPROVING OFFICIAL.**

<u>IDAHO BUREAU OF HOMELAND SECURITY</u>	<u>COEUR D' ALENE FD, ICSAR 1</u>
William H. Bishop, Director	
4040 Guard Street, Bldg. 600	
Boise, ID 83705	
Phone: (208) 422-3040	Phone:
Fax: (208) 422-3044	Fax:

6. **OTHER PROVISIONS.** Nothing in this Agreement is intended to conflict with current laws or regulations of the State of Idaho or Coeur d' Alene FD, ICSAR 1. If a term of this agreement is inconsistent with such authority, then the term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
7. **EFFECTIVE DATE.** The terms of this agreement will become effective upon signing by the parties.
8. **MODIFICATION.** This agreement may be modified upon the mutual written consent of the parties.
9. **TERMINATION.** The terms of this agreement in its original form, or if modified with the consent of both parties, will remain in effect until the end of the grant. Either party upon 30 days written notice to the other may terminate this agreement.

**APPROVED BY:**

\_\_\_\_\_  
Coeur d' Alene FD, ICSAR 1  
Point of Contact Or Authorized Party

\_\_\_\_\_  
Date

\_\_\_\_\_  
William H. Bishop  
Director  
Idaho Bureau of Homeland Security

\_\_\_\_\_  
Date



2006 SHSP											
	Organization - Allowable Costs	Broadband	Training & Exercise	Regional Collaboration	WMD Hazardous Material	Explosive Device Response	Infrastructure Protection	NRP and NIMS	Interoperable Communications	M&A	Subtotal to Jurisdiction
Jurisdiction Kootenai Fire and rescue	RRT	0.00	10,000.00	0.00	6,791.20	0.00	0.00	0.00	0.00		16,791.20
	Personnel										0.00
	Planning										0.00
	Organization										0.00
	Equipment										0.00
	Training										0.00
	Exercises										0.00
Lewiston FD	M&A										0.00
	Indirect										0.00
	IBW Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	IBW Difference	0.00	10,000.00	0.00	6,791.20	0.00	0.00	0.00	0.00	0.00	16,791.20
	RRT	0.00	10,000.00	0.00	6,791.20	0.00	0.00	0.00	0.00		16,791.20
	Personnel										0.00
	Planning										0.00
Caldwell FD	Organization										0.00
	Equipment										0.00
	Training										0.00
	Exercises										0.00
	M&A										0.00
	Indirect										0.00
	IBW Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Boise FD	IBW Difference	0.00	10,000.00	0.00	6,791.20	0.00	0.00	0.00	0.00	0.00	16,791.20
	RRT	0.00	10,000.00	0.00	6,791.20	0.00	0.00	0.00	0.00		16,791.20
	Personnel										0.00
	Planning										0.00
	Organization										0.00
	Equipment										0.00
	Training										0.00
Twin Falls (Burley FD)	Exercises										0.00
	M&A										0.00
	Indirect										0.00
	IBW Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	IBW Difference	0.00	22,000.00	0.00	6,791.20	30,000.00	0.00	0.00	0.00	0.00	58,791.20
	RRT / MVERT	0.00	10,000.00	0.00	227,831.47	0.00	0.00	0.00	0.00		237,831.47
	Personnel										0.00
	Planning										0.00
	Organization										0.00
	Equipment										0.00
	Training										0.00

[illegible]

[illegible]

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** May 7<sup>th</sup>, 2007  
**FROM:** Terry W. Pickel, Assistant Superintendent, Water Dept.  
**SUBJECT:** City Council approval of contract for additional fire flow check valves for the NE Pressure Enhancement Project.

=====

**DECISION POINT:**

**Staff requests that City Council recommends approval of a contract with SI Construction, LLC for the installation of four additional check valves to provide adequate fire flow.**

**HISTORY:**

After the initial design and bid of the NE Pressure Enhancement Project, staff and the engineer reviewed the system maps to determine the most logical locations for water main isolations to separate the High Zone and General Zone with the fewest dead end mains. Unfortunately, we were left with four mains that will end up as dead ends as a result of the system separation. The engineer ran the water system model at staff's request on these four mains to check for adequate fire flow and discovered that it was significantly reduced. With the installation of check valves between the two zones, the model indicated that the fire flow would be increased to the point of meeting or exceeding the required demand for each area.

**FINANCIAL ANALYSIS:**

The engineer developed shop drawings and specifications for the installation of the additional check valves per staff's request. The project contractor, Red Diamond, did not wish to perform the additional work as they had large projects waiting, so we invited additional bidders. Staff received three bids with the lowest bid of \$28,588.00 from SI Construction, LLC. This was slightly higher than the engineer's estimate and is an addition to the cost of the original project.

**PERFORMANCE ANALYSIS:**

The additional check valves are not immediately crucial to the High Zone system expansion and will not adversely impact the anticipated activation date. However, the calculated fire flow for the four mains at will be temporarily reduced below recommended standards prior to the check valve installations. Fortunately, the mains are only a block or two in length and there are additional hydrants in the area that can be utilized to provide additional fire flow. To meet Fire Department recommended flows, the check valves will need to be installed as quickly as possible.

**QUALITY OF LIFE ANALYSIS:**

The NE Pressure Enhancement Project will provide much needed additional pressure to the northeast quadrant of the city. During the initial design of the project it was determined that the excessive demand on the General Zone could be relieved by expansion of the existing High Zone to encompass a larger area and attempt to balance the demand. Since the High Zone contains the majority of the production capacity and the northern portion of the General Zone contained some of the highest users, staff approved the expansion during the initial phase of the project. Four Pressure Reducing Valve stations were installed so that additional supply from the High Zone would be available to the General Zone when needed. Staff attempted to eliminate as many dead end mains as possible but ultimately we were left with four mains that had reduced and undesirable fire flows. With the addition of the four check valves, the entire project will have adequate fire flow at all locations.

**DECISION POINT/RECOMMENDATION:**

**Staff requests that the Public Works Committee recommend City Council approval of a construction contract with SI Construction, LLC for the additional installation of four check valves to enhance fire flows.**

## CONTRACT

THIS CONTRACT, made and entered into this 3<sup>rd</sup> day of April, 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 **SI CONSTRUCTION, LLC**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at PO Box 188, Hayden, ID 83835, hereinafter referred to as the "**CONTRACTOR**",

### W I T N E S S E T H:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the **Check Valve Installation Project** in Coeur d'Alene, 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 install four check valve stations 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 Water Superintendent of the City of Coeur d'Alene, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall take all appropriate measures as required by law and agreement of the parties to prevent injury or property damage. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from **CONTRACTOR's** acts or omissions in performance of this contract. The **CONTRACTOR** shall purchase and maintain insurance of the type and the amount specified in the Contract Documents. Certificates of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policies shall be filed in the office of the City Clerk.

The **CONTRACTOR** agrees to maintain Workman's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

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

The **CITY** shall pay to the **CONTRACTOR** for the work, services and materials herein provided to be done and furnished by it, an amount not to exceed **Twenty Eight Thousand, Five Hundred Eighty Eight and No /100 Dollars (\$28,588.00)** as hereinafter provided. Partial payment shall be made on the fourth Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the contractor has obtained from the Idaho State Tax Commission and submitted to the City a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Finance Director.

The number of calendar days allowed for completion of the Contract work shall be **thirty (30)** calendar days. The Contract time shall commence within 10 days of the Notice to Proceed issued by the City herein. The Contract work shall be completed no later than **June 29<sup>th</sup>, 2007**.

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 \$250.00 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,**

**CONTRACTOR:**  
**SI Construction, LLC**

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

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

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

STATE OF IDAHO    )  
                              ) ss.  
County of Kootenai    )

On this 15<sup>th</sup> day of May, 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 Idaho  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

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

On this \_\_\_\_ day of May, 2007, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, of **SI Construction, LLC**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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



## MEMORANDUM

TO: MAYOR BLOEM AND THE CITY COUNCIL

DATE: MAY 17, 2007

FROM: RENATA MCLEOD, PROJECT COORDINATOR

RE: REQUEST FOR DESTRUCTION OF TEMPORARY RECORDS.

---

**DECISION POINT:** To authorize the destruction of temporary records, specifically copy of invoices emails, and memorandums of the internal employee Service Improvement Committee, that no longer exists.

**HISTORY:** In 1992, the City of Coeur d'Alene created an internal employee committee to review and approve equipment purchases related to ergonomics. The Committee was disbanded in 2004, as each department became responsible to budget for needed ergonomic items. The physical files have been stored in the Administration Department and there has been no need to access these files since 2004.

**FINANCIAL ANALYSIS:** There are no hard costs associated with this item.

**PERFORMANCE ANALYSIS:** Storage space is a premium within City Hall, destruction of records that are no longer needed assist in the proper organization of file cabinets and space.

**DECISION POINT/RECOMMENDATION:** To authorize the destruction of temporary records, specifically copy of invoices emails, and memorandums of the internal employee Service Improvement Committee, that no longer exists.

**CITY COUNCIL  
STAFF REPORT**

**DATE:** May 15, 2007  
**FROM:** Christopher H. Bates, Project Manager   
**SUBJECT:** Riverstone West 1<sup>st</sup> Addition 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 1<sup>st</sup> Addition subdivision.
2. City Council approval of the maintenance/warranty agreement and security.

**HISTORY**

- a. Applicant: Bryan Stone  
Riverstone West, LLC  
104 S. Division St.  
Spokane, WA 99202
- b. Location: South side of Riverstone Drive in the Riverstone commercial development.
- c. Previous Action:
  1. Final plat approval of Riverstone West, April 2006.
  2. Final plat of Riverstone West 1<sup>st</sup> Addition, April 2007.

**FINANCIAL ANALYSIS**

The developer is providing warranty security amounting to \$24,865.00 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 May 15, 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 May, 2007 between Riverstone West, LLC, a Washington limited liability company, whose address is 104 S. Division Street, Spokane, WA, 99202, with Bryan Stone as Member, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has previously approved the final subdivision plat of the Riverstone West First Addition, a commercial development in Coeur d'Alene consisting of fifteen (15) buildable lots and three tracts (A, B, & C), 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 - Record Drawings for Riverstone West 1<sup>st</sup> Addition Plat - Riverstone Drive/John Loop/Tilford Lane - Phase 2", signed and stamped by Carey E. Hagen, PE # 9722, Tate Engineering, Inc., and, dated May 3, 2007, 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 Twenty Four Thousand Eight Hundred Sixty Five and 00/100 Dollars (\$24,865.00) 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 15<sup>th</sup> day of May 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

**Riverstone West, LLC**

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

Gary Van Assen  
Senior Vice President & Regional Manager

April 23, 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"  
(Riverstone West First Addition)

We hereby authorize the City Engineering Department of the City of Coeur d'Alene, Idaho (Beneficiary) to draw on Washington Trust Bank for the account of Riverstone West, LLC, a Washington Limited Liability Company, whose address is 104 South Division Street, Spokane, Washington 99202-1562. Said draw shall not exceed United States funds in the amount of \*Twenty-Four Thousand Eight Hundred Sixty-Five and 87/100 Dollars (U.S.\$24,865.87). 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 Warranty and Holdback Agreement between Riverstone West, LLC and the City of Coeur d'Alene for the Riverstone West First Addition Plat and that the drawn amount represents monies due to the City of Coeur d'Alene.
- 2) Partial draws are permitted.

**\*Please be advised that this set-aside replaces the \$26,145.00 set-aside issued on March 24, 2007.**

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

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 Warranty and Holdback Agreement for the Riverstone West First Addition Plat. A complete copy of this Agreement will be provided to the Bank upon final approval by the City of Coeur d'Alene.


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

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 & Regional Manager  
Income Property Department

cc: Riverstone West, LLC

Accepted by:


The City of Coeur d'Alene

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

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

**CITY COUNCIL  
STAFF REPORT**

**DATE:** May 15, 2007  
**FROM:** Christopher H. Bates, Project Manager   
**SUBJECT:** Riverstone Plaza, Final Plat, Subdivision Improvement Agreement and Security Approval

---

**DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat document, a 7 lot commercial development.
2. City Council approval of the subdivision agreement and security.

**HISTORY**

- a. Applicant: Bryan Stone  
Riverstone West, LLC  
104 S. Division Street  
Spokane, WA 99202
- b. Location: West of Northwest Blvd, south of and adjoining Seltice Way (Old Central Pre-Mix site).
- c. Previous Action:
  1. November 2004, City Council approved the annexation of the subject property.
  2. April 2006, City Council approval of Riverstone West final plat.

**FINANCIAL ANALYSIS**

The developer is furnishing security in the amount of \$248,133.00, and, naming the City of Coeur d'Alene as the recipient to cover the cost of the installation of the required outstanding public improvements should he default on their installation.

**PERFORMANCE ANALYSIS**

The developer has installed a portion of the required public improvements and is entering into a subdivision agreement and installing security to cover the outstanding items for this phase of the multi phase commercial development. The developer has agreed to have the installation of the remaining items completed by November 15, 2007.

**DECISION POINT RECOMMENDATION**

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

## AGREEMENT TO PERFORM SUBDIVISION WORK

THIS AGREEMENT made this \_\_\_\_ day of May, 2007, between the Riverstone West, LLC, a Washington limited liability company, whose address is 104 S. Division Street, Spokane, WA, 99202, with Bryan Stone as Member, hereinafter referred to as the "**Developer**," and the **City of Coeur d'Alene**, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 Mullan Avenue, Coeur d'Alene, ID, 83814, hereinafter referred to as the "**City**,"

WHEREAS, the City has approved, subject to completion of the required improvements, the Riverstone Plaza, a commercial subdivision in Coeur d'Alene consisting of seven (7) lots, situated in the northeast quarter of Section 10, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho, and has agreed that the final plat may be recorded; NOW, THEREFORE,

### IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements prior to the issuance of any building permits: waterline and appurtenances, fire hydrants, concrete sidewalk, concrete curb & gutter, asphalt paving, drainage swales (grassed infiltration areas) & appurtenances, street lighting & appurtenances, pavement striping, street sign installation, curb drop aprons and centerline monumentation as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 15<sup>th</sup> day of November, 2007. Said improvements are more particularly described on the subdivision improvement plans entitled "Riverstone Plaza Shopping Center", dated February 6, 2007, and completed by Carey Hagen, PE, #9722 of Tate Engineering, on file in the City Engineer's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, a Letter of Credit or other form of security that is acceptable to the City Attorney, in the amount of Two Hundred Forty Eight Thousand One Hundred Thirty Three and No/100 Dollars (**\$248,133.00**) securing the obligation of the Developer to complete the subdivision improvements referred to herein. The term of the security shall extend at least one year beyond the time within which the improvements are to be completed as provided herein, and a copy of such security is marked Exhibit "A" attached hereto and by reference made a part hereof. The security shall provide that upon failure of the Developer to complete the improvements within the time herein provided, the City may demand the funds represented by the security and use the proceeds thereof to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any and all costs that exceed the posted security for the public improvements noted herein.

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



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

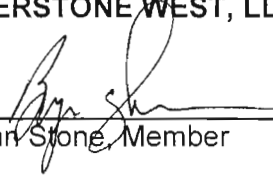
**CITY OF COEUR D'ALENE**

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

ATTEST:

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

**RIVERSTONE WEST, LLC**

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

Gary Van Assen  
Senior Vice President & Regional Manager

March 27, 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"  
(Riverstone Plaza)

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 Two Hundred Forty Eight Thousand One Hundred Thirty Three and No/100 Dollars (U.S.\$248,133.00). This sum has been set-aside in Account #230857-11682 (\$123,707.85) and in Account #223647-11670 (\$124,425.15) 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

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.

*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

EXHIBIT "5"

Re: Resolution No. 07-036

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

## COUNCIL STAFF REPORT

**DATE:** May 10, 2007  
**FROM:** Jim Dunn, Wastewater Project Manager  
**SUBJECT:** May 8, 2007 Bid Results of Open Trench Project.

=====

### DECISION POINT:

The Council may wish to accept and award a contract to the low bidder for the 2007 Wastewater Open Trench Rehabilitation Project bid May 8, 2007 at 10:00 AM and the CIPP Additive Alternate No. 1 to PEC bid opening April 17, 2007 at 10:00 AM.

### HISTORY:

The Open Trench project was advertised in the Coeur d'Alene Press April 13, 2007 and April 20, 2007 requesting bids; for approximately 162 lineal feet of 8 inch in the Alley South of Sherman Court, between Forest Drive and Military Drive and approximately 733 lineal feet of 8 inch in the Alley North of Garden Ave from 5<sup>th</sup> Street to 7<sup>th</sup> Street.

The CIPP project was advertised in the Coeur d'Alene Press March 30, 2007 and April 6, 2007 requesting bids; Base Bid for approximately 5,389 lineal feet of 8 inch and 12 inch sanitary sewer pipe, which has been awarded to PEC by Council at the May 1, 2007 Council Meeting.

At this time we would like to proceed with a Change Order No. 1 To PEC, Inc. for Additive Alternate No. 1 which is approximately 1,280 lineal feet of 8 inch.

### FINANCIAL ANALYSIS:

Open Trench Rehabilitation low bidder for both project locations is Vietzke Excavating, Inc. for a total of \$241,265.00. (*contract to be hand carrier to Council Meeting*)

JUB estimate of probable cost for the Open Trench projects was \$251,169.50.

CIPP Rehabilitation Additive Alternate No. 1 low bidder is Planned and Engineered Construction (PEC) for \$32,540.00 which will be a Change Order No. 1 to the PEC, Inc. current contract. (*Change Order No. 1 to be hand carrier to Council Meeting*)

JUB estimate of probable cost for the CIPP Additive Alternate No. 1 was \$45,180.00.

### PERFORMANCE ANALYSIS:

The Wastewater Utility Sewer Rehabilitation current Budget for physical year 2006/2007 is \$550,000.00.

Less contract award to PEC for the CIPP Base Bid for \$137,539.50.

Less Contract with J-U-B \$101,800.00.

Available Budget \$310,660.50.

### RECOMMENDATION:

Award Open Trench to low bidder Vietzke Excavating, Inc. for \$241,265.00

Award CIPP Additive Alternate No. 1 low bidder; Planned and Engineered Construction (PEC) for \$32,540.00.

Total of contract Award request \$273,805.00.

# Exhibit to be Hand-Carried

# Exhibit to be Hand-Carried

# BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually

county 446-1486  
state 208-884-7060

City of Coeur d' Alene  
Municipal Services  
710 Mullan Avenue  
Coeur d' Alene, Idaho 83814  
208.769.2229 Fax 769.2237

#366.83  
[Office Use Only] Amt Pd 33.33 mth  
Rec No 250 759  
Date 2/14/07  
Date to City Council: 03/06/07 5/15/07  
Reg No.  
License No.  
Rv

Check the ONE box that applies:

|                                     |                                                                                                      |                   |
|-------------------------------------|------------------------------------------------------------------------------------------------------|-------------------|
| <input type="checkbox"/>            | Beer only (canned and bottled) not consumed on premise                                               | \$ 50.00 per year |
| <input type="checkbox"/>            | Beer and Wine (canned and bottled) not consumed on premise                                           | \$250.00 per year |
| <input type="checkbox"/>            | Beer only (canned and bottled only) consumed on premise                                              | \$100.00 per year |
| <input type="checkbox"/>            | Beer and Wine (canned and bottled only) consumed on premise                                          | \$300.00 per year |
| <input type="checkbox"/>            | Beer only (draft, canned, and bottled) consumed on premise                                           | \$200.00 per year |
| <input checked="" type="checkbox"/> | Beer and Wine (Draft, canned and bottled) consumed on premise +                                      | \$400.00 per year |
| <input type="checkbox"/>            | Beer, Wine, and Liquor (number issued limited by State of Id)                                        | \$762.50 per year |
| <input type="checkbox"/>            | Transfer of ownership of a City license with current year paid                                       | \$ 25.00          |
|                                     | Beer                  Wine                  Liquor                  Consumed on premise    yes    no |                   |

Petitions signed - OK

|                                              |                                                          |
|----------------------------------------------|----------------------------------------------------------|
| Business Name                                | Fishermans Market                                        |
| Business Address                             | 215 W KATHLEEN                                           |
| City State Zip                               | Coeur d Alene Idaho 83814                                |
| Business Contact                             | Telephone Number: 208-777-8627 Fax: SAME (call first)    |
| Manager Name                                 | Jennifer Palm Robert Palm                                |
| Manager Home Address                         |                                                          |
| Manager Information                          |                                                          |
| Manager Contact                              |                                                          |
| Manager Place of Birth                       | IDAHO                                                    |
| License Applicant                            | Robert Palm                                              |
| Filing Status (circle one)                   | Sole Proprietor <u>Corporation</u> Partnership LLC Other |
| Address of Applicant                         | 703 N Dandee Post Falls Id 83854                         |
| Applicants Prior Address for past five years | SAME AS ABOVE                                            |
| Applicants Prior Employment for past 5 years | (EX) OWNER - Rapid Refill Ink CDA                        |

# BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually *opening June*

City of Coeur d' Alene  
Municipal Services  
710 Mullan Avenue  
Coeur d' Alene, Idaho 83814  
208.769.2229 Fax 769.2237

[Office Use Only] Amt Pd 225.00 -  
Rec No 269446  
Date 05-03-07  
Date to City Council: 05-15-07  
Reg No. \_\_\_\_\_  
License No. \_\_\_\_\_  
Rv \_\_\_\_\_

## Check the ONE box that applies:

|                                     |                                                                      |                   |
|-------------------------------------|----------------------------------------------------------------------|-------------------|
| <input type="checkbox"/>            | Beer only (canned and bottled) not consumed on premise               | \$ 50.00 per year |
| <input type="checkbox"/>            | Beer and Wine (canned and bottled) not consumed on premise           | \$250.00 per year |
| <input type="checkbox"/>            | Beer only (canned and bottled only) consumed on premise              | \$100.00 per year |
| <input checked="" type="checkbox"/> | Beer and Wine (canned and bottled only) consumed on premise          | \$300.00 per year |
| <input type="checkbox"/>            | Beer only (draft, canned, and bottled) consumed on premise           | \$200.00 per year |
| <input type="checkbox"/>            | Beer and Wine (Draft, canned and bottled) consumed on premise        | \$400.00 per year |
| <input type="checkbox"/>            | Beer, Wine, and Liquor (number issued limited by State of Id)        | \$762.50 per year |
| <input type="checkbox"/>            | Transfer of ownership of a City license with current year paid       | \$ 25.00          |
|                                     | Beer      Wine      Liquor      Consumed on premise      yes      no |                   |

*opening Deli at Fourth & Sherman*

|                                              |                                                                  |
|----------------------------------------------|------------------------------------------------------------------|
| Business Name                                | Moose Market, LLC                                                |
| Business Address                             | 401 E Sherman Ave                                                |
| City State Zip                               | Coeur d' Alene ID 83814                                          |
| Business Contact<br>David Ellis              | Telephone Number: 509-760-3206 Fax:                              |
| Manager Name<br>Molly Obetz                  | 208-660-4125                                                     |
| Manager Home Address                         |                                                                  |
| Manager Information                          |                                                                  |
| Manager Contact                              | Telephone: Cell: 660-4125 e-mail: msobetz@yahoo.com              |
| Manager Place of Birth                       | Lancaster, PA                                                    |
| License Applicant                            | Moose Market, LLC                                                |
| Filing Status (circle one)                   | Sole Proprietor    Corporation    Partnership <u>(LLC)</u> Other |
| Address of Applicant                         | 1308 E Maple Ave<br>Coeur d' Alene ID 83814                      |
| Applicants Prior Address for past five years | Mosier Lake, WA<br>Coeur d' Alene, ID (last 3 years)             |
| Applicants Prior Employment for past 5 years | Agri-Com Appraisals                                              |
|                                              |                                                                  |



# BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually *open May*

**City of Coeur d' Alene  
Municipal Services  
710 Mullan Avenue  
Coeur d' Alene, Idaho 83814  
208.769.2229 Fax 769.2237**

[Office Use Only] Amt Pd 635.42  
Rec No 269971  
Date 5-4-07  
Date to City Council: 5-15-07  
Reg No. \_\_\_\_\_  
License No. \_\_\_\_\_  
Rv \_\_\_\_\_

**Check the ONE box that applies:**

|                                     |                                                                |                   |
|-------------------------------------|----------------------------------------------------------------|-------------------|
| <input type="checkbox"/>            | Beer only (canned and bottled) not consumed on premise         | \$ 50.00 per year |
| <input type="checkbox"/>            | Beer and Wine (canned and bottled) not consumed on premise     | \$250.00 per year |
| <input type="checkbox"/>            | Beer only (canned and bottled only) consumed on premise        | \$100.00 per year |
| <input type="checkbox"/>            | Beer and Wine (canned and bottled only) consumed on premise    | \$300.00 per year |
| <input type="checkbox"/>            | Beer only (draft, canned, and bottled) consumed on premise     | \$200.00 per year |
| <input type="checkbox"/>            | Beer and Wine (Draft, canned and bottled) consumed on premise  | \$400.00 per year |
| <input checked="" type="checkbox"/> | Beer, Wine, and Liquor (number issued limited by State of Id)  | \$762.50 per year |
| <input type="checkbox"/>            | Transfer of ownership of a City license with current year paid | \$ 25.00          |

|                                              |                                                                                                     |
|----------------------------------------------|-----------------------------------------------------------------------------------------------------|
| Business Name                                | SETTLES KRICK, INC. dba BARADENAY COEUR D'ALENE                                                     |
| Business Address                             | 1710 W. RIVERSTONE DR.                                                                              |
| City State Zip                               | COEUR D'ALENE, ID 83814                                                                             |
| Business Contact                             | Telephone Number: _____ Fax: 208-426-8168<br>KEVIN C. SETTLES PH 208-869-0864                       |
| Manager Name - BAR FOOD                      | ANDREW LEAVITT<br>MICHAEL MORRISON                                                                  |
| Manager Home Address                         | ANDREW - P.O. BOX 1499 COEUR D'ALENE, ID 83816<br>MIKE - 6800 SAWWING LOOP #204 COEUR D'ALENE 83814 |
| Manager Information                          |                                                                                                     |
| Manager Contact                              | Telephone: 765-1540Cel                                                                              |
| Manager Place of Birth                       | BOISE, IDAHO                                                                                        |
| License Applicant                            | SETTLES KRICK, INC dba BARADENAY COEUR D'ALENE                                                      |
| Filing Status (circle one)                   | Sole Proprietor <u>Corporation</u> Partnership LLC Other                                            |
| Address of Applicant                         | P.O. BOX 1558 BOISE, ID 83701-1558                                                                  |
| Applicants Prior Address for past five years | SAME                                                                                                |
| Applicants Prior Employment for past 5 years | IN BUSINESS SINCE 1999 IN BOISE, ID                                                                 |
|                                              |                                                                                                     |

**CITY COUNCIL  
STAFF REPORT**

**DATE:** May 15, 2007  
**FROM:** Christopher H. Bates, Project Manager  
**SUBJECT:** Brady Addition, Final Plat Approval



---

**DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat document, a 2 lot residential development.

**HISTORY**

- a. Applicant: Chad Oakland  
PO Box 3564  
Coeur d'Alene, ID 83816
- b. Location: South side of Mill Avenue, between Government Way & Lincoln Way.
- c. Previous Action:
  1. March 2007, Planning Commission Approval.

**FINANCIAL ANALYSIS**

There are no financial agreements necessary for this development.

**PERFORMANCE ANALYSIS**

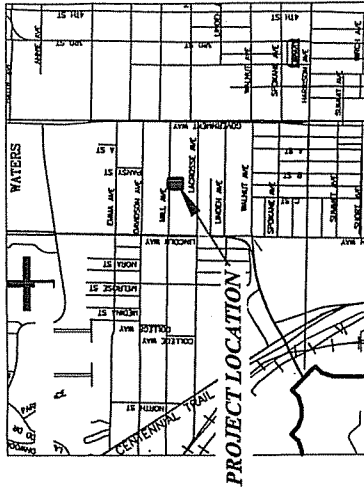
The developer has addressed all of the necessary site development issues, and, final plat approval will allow for the sale of the individual lots.

**DECISION POINT RECOMMENDATION**

1. Approve the final plat document.

# BRADY ADDITION

A MINOR REPLAT OF THE NORTH HALF OF LOT 16, BLOCK B OF  
CALQUOHN'S SUBDIVISION  
LOCATED IN THE SE 1/4 OF SECTION 11, T. 50 N., R. 4 W., B.M.,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



VICINITY MAP

N.T.S.

## REFERENCES

R-1 RECORD OF SURVEY BY ERNEST M. WARDER, P.L.S. 4563, FILED IN BOOK 17 OF RECORDS, AT PAGE 269, RECORDS OF KOOTENAI COUNTY.  
R-2 PLAT OF THE NORTH HALF OF LOT 15, BLOCK B, CALQUOHN'S SUBDIVISION, BY FRANK W. LEHNEY, P.L.S. 4871, FILED IN BOOK F OF PLATS, AT PAGE 127, PLATS OF KOOTENAI COUNTY.

## BASIS OF BEARING

BASIS OF BEARING FOR THIS SURVEY IS S01°08'57"W ALONG THE EAST SECTION LINE OF SEC. 11 AS SHOWN PER R-1.

## OWNERSHIP INFORMATION

CHAD E. AND NICOLE L. OAKLAND  
P.O. BOX 3564  
COEUR D'ALENE, IDAHO 83814

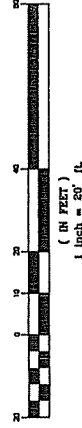
## SITE INFORMATION

GROSS ACRES: 0.404 AC  
NET ACRES: 0.185 AC  
MINIMUM LOT SIZE: 0.185 ACRES  
MAXIMUM LOT SIZE: 0.218 ACRES  
RESURVEYED LOT SIZE: 0.202 ACRES  
NUMBER OF LOTS: 2  
DENSITY: 0.202 DWELLINGS PER ACRE  
KOOTENAI COUNTY ZONING: CITY

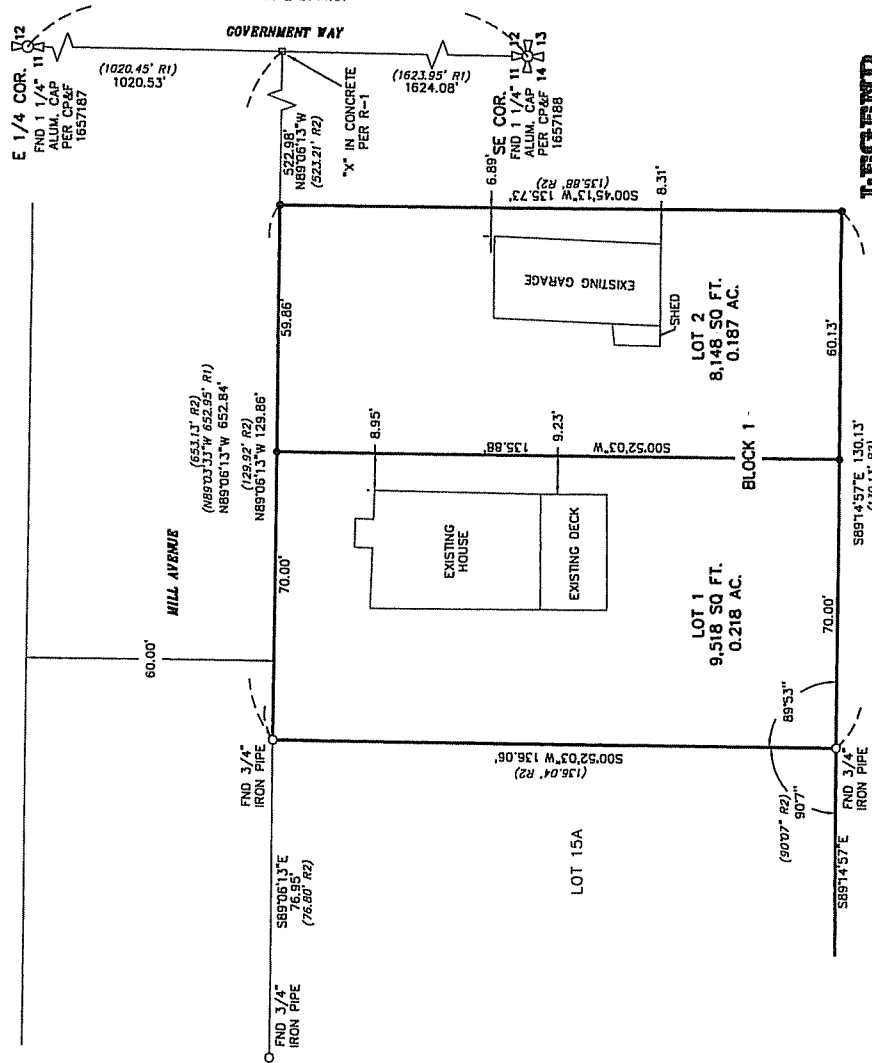
## UTILITY PROVIDERS

SEWER TO BE PROVIDED BY THE CITY OF COEUR D'ALENE  
WATER TO BE PROVIDED BY THE CITY OF COEUR D'ALENE  
FIRE DISTRICT: COEUR D'ALENE FIRE DISTRICT

## GRAPHIC SCALE



~ BASIS OF BEARINGS ~  
(N01°08'57"E 2644.42 RI)  
(N01°08'57"E 2644.61')



## LEGEND

- (R) RECORDED
- (M) MEASURED
- SET 5/8" BY 30" REBAR WITH PLASTIC CAP MARKED "L.N.C. P.L.S. # 9357"
- FOUND MONUMENTS AS NOTED
- COMPUTED POINT, NOTHING FOUND OR SET
- QUARTER CORNER, AS NOTED
- SECTION CORNER, AS NOTED



BRADY ADDITION  
KOOTENAI COUNTY, IDAHO

|               |                    |              |
|---------------|--------------------|--------------|
| DATE 01-11-07 | DWG. NO. 04-258 SP | SHEET 1 of 2 |
| DATE 0-0-00   | SCALE 1" = 20'     | CK BY:       |

**CITY COUNCIL  
STAFF REPORT**

**DATE:** May 15, 2007  
**FROM:** Christopher H. Bates, Project Manager  
**SUBJECT:** Nowoj's Addition, Final Plat Approval



---

**DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat document, a 2 lot residential development.

**HISTORY**

- a. Applicant: Richard Nowoj  
1123 N. 9<sup>th</sup> Street  
Coeur d'Alene, ID 83814
- b. Location: Intersection of 9<sup>th</sup> Street & Maple Avenue, adjacent to Bryan Elementary School.
- c. Previous Action:
  1. April 2007, Planning Commission Approval.

**FINANCIAL ANALYSIS**

There are no financial agreements necessary for this development.

**PERFORMANCE ANALYSIS**

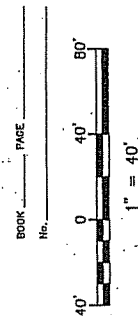
The developer has addressed all of the necessary site development issues, and, final plat approval will allow for the sale of the individual lots.

**DECISION POINT RECOMMENDATION**

1. Approve the final plat document.

## *NOWOJ'S ADDITION*

A PORTION OF LOT 6, BLOCK 1, OF MINNICK'S ADDITION,  
IN THE NE 1/4, SEC. 13, T.50N., R.4W., B.M.,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



## BASIS OF HEARING

[illegible]

**SURVEYOR'S NOTES**

- ① ORDINANCE No. 793 VACATED RIGHT OF WAY ALONG 8TH STREET

## LEGEND

- ③ FOUND AN IRON PIPE, 1 INS. DIAM., EXCEPT AS NOTED
- ④ FOUND AN IRON ROD, 5/8 IN. DIAM., WITH AN ALUMINUM CAP, 2 INS. DIAMETER, MARKED AS SHOWN
- FOUND AN IRON ROD, 5/8 IN. DIAMETER, WITH A PLASTIC CAP MARKED PLS 4184
- ⑤ FOUND AN IRON ROD, 5/8 IN. DIAMETER, WITH A PLASTIC CAP MARKED PLS 632, EXCEPT AS NOTED
- ⑥ SET AN IRON ROD, 3/8 INS. LONG, 5/8 IN. DIAMETER, WITH A PLASTIC CAP MARKED PLS 6374
- CALCULATED POINT (NOTHING FOUND OR SET)

(RPO) SURVEYS OF RECORD & PRIOR SURVEYS  
COUNTY ASSESSOR'S PARCEL NUMBER  
001-004-A

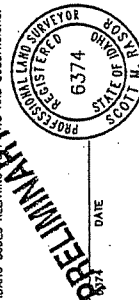
|        |                     |
|--------|---------------------|
| P.O.B. | POINT OF BEGINNING  |
| W.C.   | WITNESS CORNER      |
|        | FENCE - 6 FT. BOARD |
|        | FENCE GATE          |

**SURVEYS OF RECORD & PRIOR SURVEYS**  
OTHERS AS NOTED

- | PLS 23                            | SEPT. 1909     | BK. B, PG. 01<br>MINNICK'S ADDITION |
|-----------------------------------|----------------|-------------------------------------|
| 1) G.H. TODD                      |                |                                     |
| 2) VACATION ORD.                  |                |                                     |
| 3) W.F.A. CITY<br>PLANNING SURVEY |                |                                     |
| 4) J. LATHMORE                    | NOV. 1949      | UNRECORDED                          |
| 5) R. KINZLER                     | AUG. 1960      | UNRECORDED                          |
| 6) J. LEFARD                      | 1981/AUG. 1998 | UNRECORDED                          |
| 7) S. SCHUMANN                    | SEPT. 1985     | BK. 4, PG. 210                      |
| 8) J. LEFARD                      | 4112           | BK. 4, PG. 68                       |
| 9) J. DIAMOND                     | PLS 4116       | BK. 19, PG. 279                     |
| 10) J. HONE                       | PLS 832        | BK. 22, PG. 234                     |
| 11) J. HARKLEY                    | NOV. 2003      | BK. 7, PG. 11                       |
| 12) J. J. JOHNSON                 | APR. 1989      |                                     |
| 13) J. J. JOHNSON                 | PE/PLS 4008    |                                     |

**SIRVEYOR'S CERTIFICATE**

I, SCOTT M. RASOR, PROFESSIONAL LAND SURVEYOR No. 8374 IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATED "NONE" ADDITION"; MORE PARTICULARLY DESCRIBED IN THE OWNER'S CERTIFICATE ON SHEET 2 OF THIS PLAT. I FURTHER CERTIFY THAT THE SURVEY WAS MADE UNDER MY DIRECT SUPERVISION AND IS IN CONFORMITY WITH THE IDAHO CODES RELATING TO PLATS AND SUBDIVISIONS.



SCOTT M. BASOR, PLS 8374 DATE

SHEET 1 OF 2

**SECRET**

**Nowor's Addition**  
A PORTION OF LOT 6, BLOCK 1, OF MINNICK'S ADDITION,  
IN THE NE 1/4, SEC. 13, T.50N., R.1W., B.M.,  
CITY OF COSIUM VALLEY, KODIAK COUNTY, IDAHO

2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439 2440 2441 2442 2443 2444 2445 2446 2447 2448 2449 2450 2451 2452 2453 2454 2455 2456 2457 2458 2459 2460 2461 2462 2463 2464 2465 2466 2467 2468 2469 2470 2471 2472 2473 2474 2475 2476 2477 2478 2479 2480 2481 2482 2483 2484 2485 2486 2487 2488 2489 2490 2491 2492 2493 2494 2495 2496 2497 2498 2499 2500 2501 2502 2503 2504 2505 2506 2507 2508 2509 2510 2511 2512 2513 2514 2515 2516 2517 2518 2519 2520 2521 2522 2523 2524 2525 2526 2527 2528 2529 2530 2531 2532 2533 2534 2535 2536 2537 2538 2539 2540 2541 2542 2543 2544 2545 2546 2547 2548 2549 2550 2551 2552 2553 2554 2555 2556 2557 2558 2559 2560 2561 2562 2563 2564 2565 2566 2567 2568 2569 2570 2571 2572 2573 2574 2575 2576 2577 2578 2579 2580 2581 2582 2583 2584 2585 2586 2587 2588 2589 2590 2591 2592 2593 2594 2595 2596 2597 2598 2599 2600 2601 2602 2603 2604 2605 2606 2607 2608 2609 2610 2611 2612 2613 2614 2615 2616 2617 2618 2619 2620 2621 2622 2623 2624 2625 2626 2627 2628 2629 2630 2631 2632 2633 2634 2635 2636 2637 2638 2639 2640 2641 2642 2643 2644 2645 2646 2647 2648 2649 2650 2651 2652 2653 2654 2655 2656 2657 2658 2659 2660 2661 2662 2663 2664 2665 2666 2667 2668 2669 2670 2671 2672 2673 2674 2675 2676 2677 2678 2679 2680 2681 2682 2683 2684 2685 2686 2687 2688 2689 2690 2691 2692 2693 2694 2695 2696 2697 2698 2699 2700 2701 2702 2703 2704 2705 2706 2707 2708 2709 2710 2711 2712 2713 2714 2715 2716 2717 2718 2719 2720 2721 2722 2723 2724 2725 2726 2727 2728 2729 2730 2731 2732 2733 2734 2735 2736 2737 2738 2739 2740 2741 2742 2743 2744 2745 2746 2747 2748 2749 2750 2751 2752 2753 2754 2755 2756 2757 2758 2759 2760 2761 2762 2763 2764 2765 2766 2767 2768 2769 2770 2771 2772 2773 2774 2775 2776 2777 2778 2779 2780 2781 2782 2783 2784 2785 2786 2787 2788 2789 2790 2791 2792 2793 2794 2795 2796 2797 2798 2799 2800 2801 2802 2803 2804 2805 2806 2807 2808 2809 2810 2811 2812 2813 2814 2815 2816 2817 2818

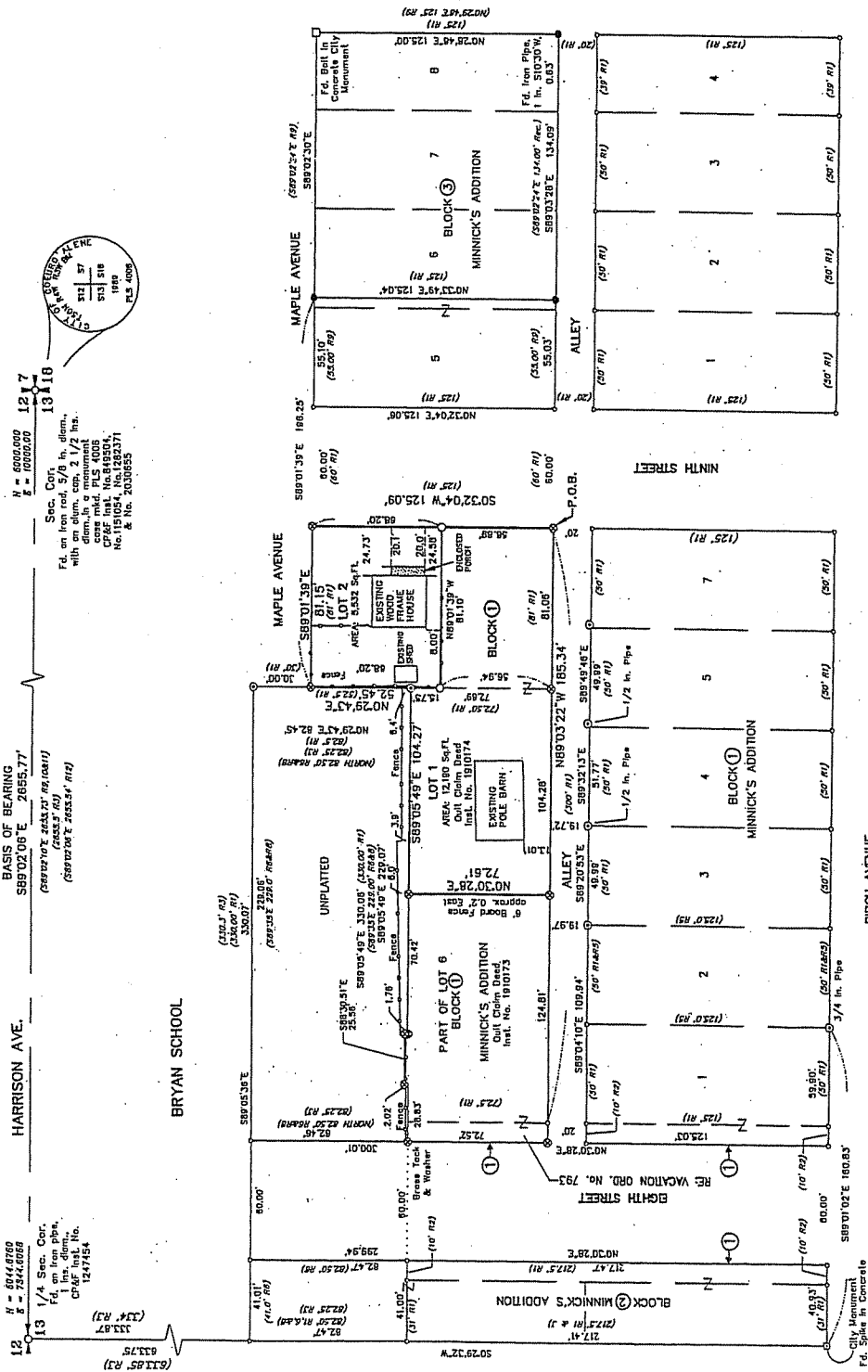
**MECKEL ENGINEERING  
& SURVEYING, INC.**

|                         |                |
|-------------------------|----------------|
| JOB NO: NOW06.001       | CREW C/F A E/B |
| DWG FILE: NOW000IMS.DWG |                |


DRAWN: SHK & SAQ

SCALE: 1" = 40'

|  |  |    |
|--|--|----|
|  |  | 13 |
|  |  |    |
|  |  |    |



**CITY COUNCIL  
STAFF REPORT**

**DATE:** May 15, 2007  
**FROM:** Christopher H. Bates, Project Manager   
**SUBJECT:** The Terraces on Lake Coeur d'Alene, Final Plat Approval

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**DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat document, a 31 unit residential condominium development.

**HISTORY**

- a. Applicant: Hagadone Hospitality Co.  
PO Box 6200  
Coeur d'Alene, ID 83816-6200
- b. Location: Coeur d'Alene Lake Drive and Potlatch Hill Road
- c. Previous Action:
  1. June 2005, Planning Commission Approval.

**FINANCIAL ANALYSIS**

There are no financial agreements necessary for this development.

**PERFORMANCE ANALYSIS**

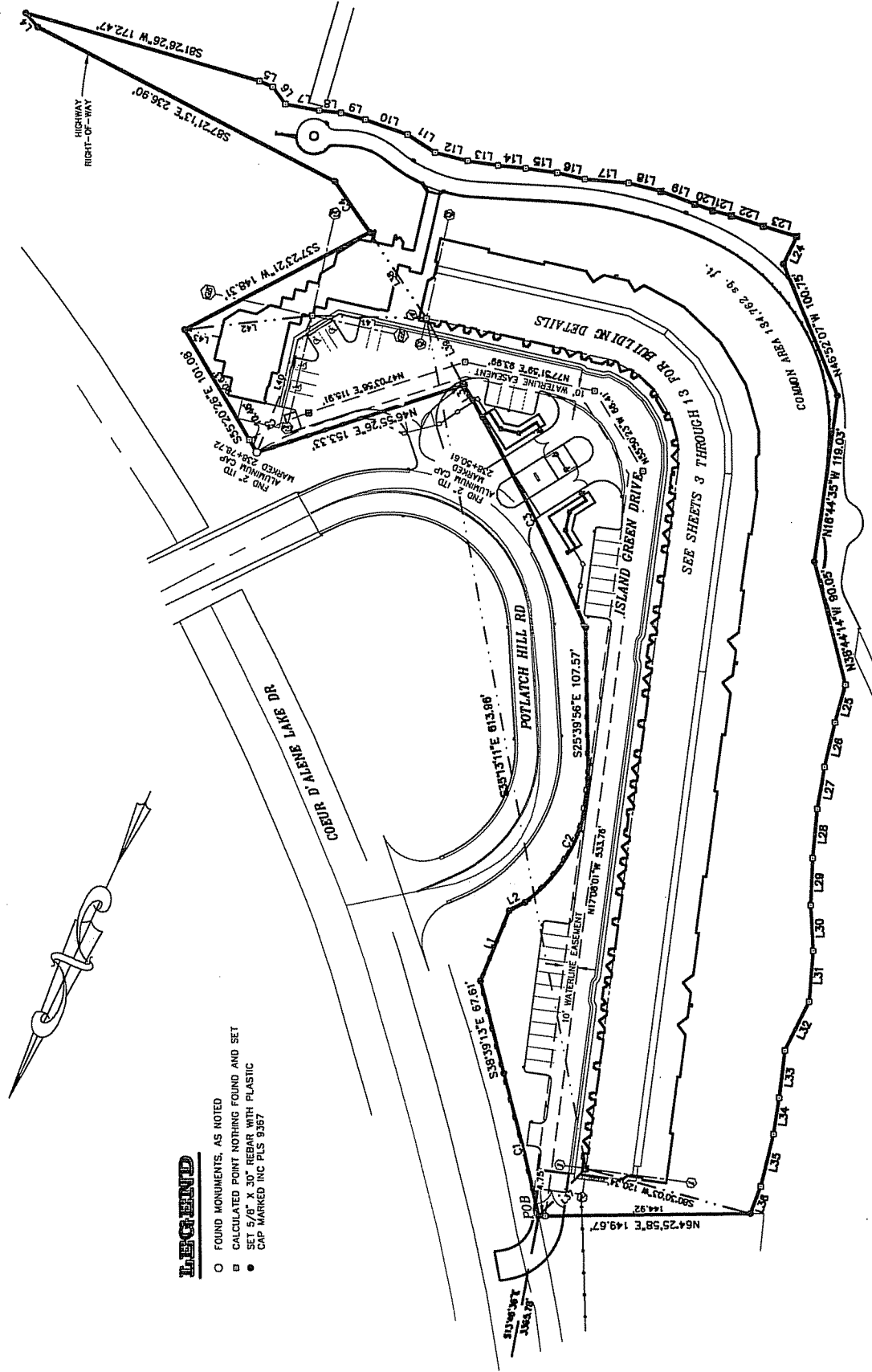
All of the site development issues are attached to the building permits and not plat related. Approval of the final plat document will allow for the sale of individual units, and, the issuance of Certificate's of Occupancy upon completion of all building permit related items.

**DECISION POINT RECOMMENDATION**

1. Approve the final plat document.

# THE TERRACES ON LAKE COEUR D'ALENE

A PORTION OF GOVERNMENT LOT 5, SECTION 19, TOWNSHIP 50 NORTH, RANGE 3  
WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

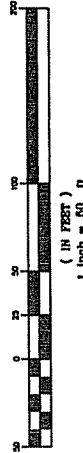


## LEGEND

- FOUND MONUMENTS, AS NOTED
- CALCULATED POINT NOTHING FOUND AND SET
- SET 5/8" X 30" REBAR WITH PLASTIC
- CAP MARKED INC PLS 9367

NOTE: SEE ARCHITECTURAL PLANS FOR  
ADDITIONAL INFORMATION ON FILE  
WITH THE HOMEOWNERS ASSOCIATION

GRAPHIC SCALE



**Inland Northwest Consultants**  
PHONE (208) 773-8370 • FAX (208) 777-2128  
1296 E. POLSTON, SUITE B, POST FALLS, IDAHO  
WWW.INLANDNW.COM

**THE TERRACES ON LAKE COEUR D'ALENE**  
**CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO**

DATE: 03/26/07  
DRAWN BY: SJA  
CHECKED BY: SJA  
SCALE: 1" = 50'

SHEET 2 OF 15



ENGINEERS  
&  
SURVEYORS  
PLANNERS



DATE: MAY 9, 2007

TO: MAYOR AND CITY COUNCIL

FROM: PLANNING DEPARTMENT

RE: SETTING OF PUBLIC HEARING DATE: JUNE 19, 2007

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Mayor Bloem,

The Planning Department has forwarded the following item to the City Council for scheduling of a public hearing. In keeping with state law and Council policy, the Council will set the date of the public hearing upon receipt of recommendation.

| <u>ITEM NO.</u> | <u>REQUEST</u>                                                                                                                                                          | <u>COMMISSION ACTION</u> | <u>COMMENT</u> |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------|
| ZC-5-07         | Applicant Rob McCarthy<br>Location: 1003 E. Best Avenue<br>Request: Zone change from R-12 (Residential<br>At 12 units/acre) to NC (Neighborhood Commercial              | Recommended approval     | Quasi-Judicial |
| ZC-7-07         | Applicant: Sotiris Atteshis<br>Location: 1625 5 <sup>th</sup> Street<br>Request: Zone change from R-12 (Residential<br>At 12 units/acre) to NC (Neighborhood Commercial | Recommended approval     | Quasi-Judicial |

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be  
**June 19, 2007**

JS:ss



## 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 MAY 7, 2007 - 5:30 P.M. COUNCIL CHAMBERS–CITY HALL**

#### **MEMBERS PRESENT:**

Lee Shellman, Chairman  
Dave Patzer  
Mike McDowell  
Jim Lien  
Bridget Hill

#### **STAFF PRESENT:**

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

#### **MEMBERS ABSENT:**

Scott Cranston, Vice Chairman  
Al Hassell, Council Liaison  
Aaron Johnson, Student Rep  
Elizabeth St. John, Alt. Student Rep

#### **GUESTS PRESENT:**

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

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

Five members present and three members absent, resulting in an official quorum.

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

Commissioner McDowell led the Pledge of Allegiance.

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

Motion was made by Commissioner Patzer to approve the March 12, 2007, minutes.  
Motion was seconded by Commissioner McDowell. Motion passed.

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

Steve Anthony, Recreation Director, reported that there are two weeks left for Spring Soccer. There were a total of 768 participants in the program, 300 of which were girls. Kindergarten and 1<sup>st</sup> Grade had 278 participants. Softball registration is almost finished. So far there are 163 teams and should end up with about 185 teams. There were 177 teams last year. Registrations are currently being accepted for Youth Baseball/Softball. Coeur d'Alene's fee of \$10 is one of the lowest in the area which allows more opportunities for children to participate. Coeur d'Alene will be hosting the Girls' Fast Pitch State Tournament in two weeks.

Steve answered several questions presented by the Commission. Chairman Shellman asked Steve about the lights at Ramsey. Steve replied that all five softball fields and both soccer fields now have lights. The lights that were purchased from Post Falls went to four of the fields. Steve also explained that, by agreement, a portion of the parking lot at the Kroc Cultural Center will be available for sports field users. There

may also be some RV parking in the new parking lot to accommodate players visiting from out-of-town. Commissioner McDowell asked when the access from the Fairway Subdivision to Ramsey Park will be opened again. Doug Eastwood replied that it would be open in about 30 days, as soon as the "pit" at the Kroc Center is full.

Doug Eastwood, Parks Director, thanked Starbuck's Coffee Company for their \$1,000 donation to the Tubbs Hill Foundation. Starbuck's sponsored the "Tubbs Hill Clean-Up" on May 5, 2007, by offering \$10 for each hour worked by each volunteer. There were more than 100 hours worked that day.

The CDA BMX Association had another successful event at the Cherry Hill BMX Track last weekend. The event was filmed by a consultant hired to film various event around the city this summer. Doug asked if anyone had any good pictures of sledding on Cherry Hill. The filming project will be completed at the end of summer so there won't be enough time to film the sledding hill in action.

Doug said he will be meeting with the Sunshine Meadows H.O.A. on Monday, May 21, to discuss the status of the parkland in that neighborhood. The meeting will be at 6:30 p.m. at Fire Station #3. Commissioners Patzer and Hill expressed an interest in attending that meeting.

#### **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. AMENDMENT TO ORDINANCE 8.25.025 AND RESOLUTION 06-077**

Doug Eastwood explained the amendment to Ordinance 8.25.025 which will set a 20-minute time limit on parking boats at the 3<sup>rd</sup> Street launch docks. Currently there are various time zones on the docks which are marked with different colors. The new 20-minute limit will keep traffic moving by prohibiting boats being docked for long periods of time which will allow more users to have access to the docks. Commissioner Patzer asked about disabled boats that needed to be at the dock for more than 20 minutes. Doug replied that the user should notify Diamond Parking of the problem. Diamond Parking will respond to any complaints of violations.

Doug went on to explain the proposed fee increases for the launch docks. The state, county and BLM have recently implemented a commercial use permit process for their launch docks. The 3<sup>rd</sup> Street launch docks are heavily used by recreational users and the ramps showing signs of wear. Currently we have no permit process or fee for commercial users since they are not allowed nor have they ever been allowed to use the launch. Grant dollars were used to create the marina area and by accepting the grant dollars we agree to use the area for recreational purposes only. Other local launch areas charge \$4.00 per launch with additional types of permit/fee structures that address commercial use. The regular launch fees would be increased and an additional fee will be added for Water Sport Activity/Non-Commercial. This new fee

would be for businesses that deal with recreational uses such as renting jet skis or boats.

Questions from the Commissioners were expressed. Chairman Shellman asked what the collection and accounting process was for launch fees. Doug replied that Diamond Parking has been contracted by the city to collect fees and provide reports to the city. A portion of each fee is paid to Diamond Parking for their services. Chairman Shellman expressed a concern that fees were not being monitored and collected consistently. Commissioner Patzer asked what type of audit procedures were in place to guarantee the accuracy of monies collected. He also expressed a need to inform the citizens of where the city's various docks are.

**Motion was made by Commissioner Hill to forward a recommendation to the City Council to amend ordinance 8.25.025 to regulate time at 3<sup>rd</sup> Street launch docks. Motion was seconded by Commissioner McDowell. Motion passed unanimously.**

**Motion was made by Commissioner Patzer to forward a recommendation to the City Council to set a public hearing at a time and place appropriate to review proposed changes to launch fees at the 3<sup>rd</sup> Street launch docks. Motion was seconded by Commissioner McDowell. Motion passed unanimously.**

Staff report attached.

#### **9. 'KATE AND THE DOG'**

Doug Eastwood gave some history of "Kate and the Dog." As part of a federal Millennium Project that recognized the North Idaho Centennial Trail as the Idaho Millenium Trail project. We received \$20,000 which was used to create two statues to be placed along the Centennial Trail. One was a turn-of-the-century photographer standing with his camera which was placed near Higgins Point. The other was a turn-of-the-century lady riding a bicycle with her dog beside her. This artwork was placed near the trail west of Post Falls. The structural integrity of "Kate and the Dog" deteriorated and it fell over causing significant damage to the statue. Repairs to the statue are almost complete. David Clemens, a local artist, repaired the statue and covered it in bronze. A suitable sight for the new statue was researched. There were many choices but it was finally decided to place it in the new Riverstone Park next to the Centennial Trail.

Doug reported that Riverstone Park and Pond should be finished in early June. The pond is about 2 feet from the top and will be completely filled when construction of other areas have been completed. The trees are in and the irrigation and landscaping should be finished in two weeks.

#### **10. TUBBS HILL INTERPRETIVE SIGNS**

Doug reported that the Tubbs Hill Foundation has been working on some interpretive signs about 8 months. With the help of several other agencies the five signs are currently in production. Coeur d'Alene Kiwanis donated \$5,000, Maria Ryan of the Audubon Club prepared the artwork, Linda Clovis created the design and the Panhandle Kiwanis will be framing and installing the signs at the 3<sup>rd</sup> Street entrance to Tubbs Hill. The five signs include a history and geography of the hill, a map of the trail, native birds, wildflowers and trees and bushes. Fossil Industries in New York are producing the actual signs out of a very durable material that is guaranteed not to

show wear from weather and sunlight for 20 years. The signs cost a little over \$1,000 each including the base and should be installed around Memorial Day.

#### **11. CENTENNIAL TRAIL WALKING DOGS**

Doug Eastwood expressed a need for more and better defined locations where people could walk their dogs. Dogs are allowed on the Centennial Trail on leash which has created somewhat of a problem in City Park. It is unclear to the general public where the Centennial Trail is in City Park and where they can legally walk their dogs. Monte McCully, the new Trails Coordinator, designed a couple of signs to identify the trail location. One sign shows a map with the Centennial Trail clearly marked around City Park. The other sign explains the regulations regarding dogs on the trail and also shows a line of "paw prints." These paw prints will be painted along the edges of the trail through City Park which will show the public exactly where the trail is.

Doug stated that the dog population seems to be growing as fast or faster than the people population in Coeur d'Alene. Since most dogs are actually a part of the family unit it is becoming increasingly important to offer expanded areas to walk dogs as well as providing a dog park in the near future.

#### **12. MAY WORKSHOP?**

Consensus of the Commission was to not have a workshop in May. The next workshop will be on June 25 at 12:00 pm in the Council Chambers.

Motion was made at 6:37 pm by Commissioner Patzer to adjourn the meeting. Motion was seconded by Commissioner McDowell. Motion passed.

Respectfully submitted by Jackie Carbone, Parks Secretary

**NEXT MEETING: Monday, June 11, 2007–5:30 pm in Council Chambers**

**PARKS AND RECREATION COMMISSION  
STAFF AGENDA**

**DATE:** May 7, 2007

**FROM:** Doug Eastwood, Parks Director

**SUBJECT: AMENDMENT TO ORDINANCE 8.25.025 AND RESOLUTION 06-077**

---

**DECISION POINT:**

Amend Ordinance 8.25.025 to reflect 20-minute parking at boat launch docks. Amend Resolution 06-077 to increase fees for launches and add water sport activity launch fee. Forward recommendation to City Council to set a public hearing.

**HISTORY:**

The 3rd Street boat launch area is one of the busiest marinas in the state with an average of 7,000 launches per year. We currently prohibit all commercial activity at this site. The reason for this is that the site falls under the LWCF guidelines requiring that the use be restricted to recreational activity only. Additionally, the 3rd Street boat launch area suffered severe damage from commercial activity in 1999-2000 leading to over \$250,000 in repairs to the seawall and docks. The existing ramp is breaking up due to heavy use which now requires us to enforce the recreational use only requirements under the LWCF guidelines. The IDPR currently requires permits for non-recreational use at their ramps and Kootenai County is in the process of adopting a similar requirement. Hours and days for non-recreational use are regulated by the permit. For the recreational user, the State and BLM charge a \$4.00 launch fee; we currently charge \$3.00 for residents and \$6.00 for non-residents.

**FINANCIAL ANALYSIS:**

We are proposing the following fee structure which will be collected by Diamond Parking:

| Use                                               | Current Fee | Proposed Fee |
|---------------------------------------------------|-------------|--------------|
| Launch Fee – Resident                             | \$3.00      | \$4.00       |
| Launch Fee – Non-Resident                         | \$6.00      | \$8.00       |
| Annual Launch Fee – Resident                      | \$30.00     | \$40.00      |
| Annual Launch Fee – Non-Resident                  | \$60.00     | \$80.00      |
| Daily Pass – Water Sport Activity/Non-Commercial  | ---         | \$25.00      |
| Season Pass – Water Sport Activity/Non-Commercial | ---         | \$250.00     |

**PERFORMANCE ANALYSIS:**

These fee adjustments will bring our boat launch area more in line with the fees being charged by other agencies in the area. The water sport activity fee is new and addresses the businesses that use the launch area several times a day or week for recreation intended uses such as launching jet skis and boats rented from that business. This does not allow for extended stays, but does allow 20 minutes for loading and unloading as per Ordinance 8.25.025 which applies to all launch users. Fees collected remain in the Parks Department Waterfront Improvement line item.

**DECISION POINT:**

Recommend change in Ord. 8.25.025 to regulate time at launch docks, amend change in current fees per Resolution 06-077 and request City Council to set a public hearing.

COUNCIL BILL NO. 07-1021  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 8.25.025 TO REDUCE THE MOORING TIME ALONG ANY DOCK LOCATED AT THE SOUTH END OF THIRD STREET; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after recommendation by the Planning 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 8.25.025, is hereby amended to read as follows:*

**8.25.025: WATERCRAFT MOORING TIME RESTRICTIONS AT CITY DOCKS:**

- A. No person shall moor a watercraft at the dock located at the Mill River park for more than six (6) hours during any twelve (12) hour period. No watercraft shall be moored at the dock located at the Mill River park at any time between the hours of ten o'clock (10:00) P.M. and six o'clock (6:00) A.M.
- B. No person shall moor a watercraft at the dock located at the south end of First Street for more than six (6) hours during any twelve (12) hour period. No watercraft shall be moored at the dock located at the south end of First Street at any time between the hours of ten o'clock (10:00) P.M. and six o'clock (6:00) A.M.
- C. Boats moored at the docks located at the south end of Third Street are subject to the following regulations:
  - 1. No person shall moor a watercraft for more than ~~thirty (30)~~ twenty (20) minutes along any dock located at the south end of Third Street. ~~when a portion of the dock is painted red.~~
  - 2. Watercraft may be moored at all docks in designated slips at the south end of Third Street, other than those ~~of which any portion is painted red~~ designated as 20-minute zones or official city vessel, between the hours of eight o'clock (8:00) A.M. and ten o'clock (10:00) P.M. for no more than six (6) hours. There shall be no moorage fee for that time period.



3. Watercraft may be moored at all docks located at the south end of Third Street, other than those of which any portion is painted red, between the hours of ten o'clock (10:00) P.M. and eight o'clock (8:00) A.M. subject to the conditions set out in subsections C4, C5, C6, and C7 of this section, provided that a fifteen dollar (\$15.00) moorage fee be paid for each period between ten o'clock (10:00) P.M. and eight o'clock (8:00) A.M. or for any portion thereof.

4. No watercraft may be moored between ten o'clock (10:00) P.M. and eight o'clock (8:00) A.M. or any portion thereof for more than two (2) consecutive nights.

5. No watercraft may be moored at any dock located at the south end of Third Street between ten o'clock (10:00) P.M. and eight o'clock (8:00) A.M. or any portion thereof for more than two (2) consecutive nights.

6. No watercraft may be moored at any bay of any dock located at the south end of Third Street if its overall length exceeds the length of said bay.

7. No barbecuing, open flames, smoking, or alcoholic beverages shall be allowed at any time upon any of the docks located at the south end of Third Street.

- D. This section shall not apply to emergency, patrol, or rescue watercraft authorized by the city, nor to watercraft owned by the city, or providing repairs to city property at the request of the city, nor to watercraft owned and operated by another governmental agency.

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

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

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

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

APPROVED, ADOPTED and SIGNED this 15<sup>th</sup> day of May, 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 Municipal Code Section 8.25.025  
Watercraft Mooring Time Restrictions at City Docks

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 8.25.025 TO REDUCE THE MOORING TIME ALONG ANY DOCK LOCATED AT THE SOUTH END OF THIRD STREET; 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 Municipal Code Section 8.25.025 Watercraft Mooring Time Restrictions at City Docks, 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 15<sup>th</sup> day of May, 2007.

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Warren J. Wilson, Chief Deputy City Attorney

**GENERAL SERVICES COMMITTEE  
MINUTES**

Monday, May 7, 2007  
4:00 p.m., Council Chambers

**COMMITTEE MEMBERS**

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

**STAFF PRESENT**

Gordon Dobler, Engineering Director  
Renata McLeod, Project Coordinator  
Mike Gridley, City Attorney  
Troy Tymesen, Finance Director

**CITIZENS PRESENT**

Tom Green, Coeur d' Alene Press  
John Bruning, St. Vincent De Paul  
Sheryldene Rogers, Goodale & Barbieri

**Item 1. Council Bill No. 07-1018 / Traffic Control Signs.  
(Agenda)**

Gordon Dobler reported that this is an issue that came before them at the April 23<sup>rd</sup> meeting. A discussion with the Legal Department revealed that the requested amendment to M.C. Section 10.04.010 / Placement and Maintenance of Traffic Control Signs is more of a process issue than a legal issue. Therefore, they are requesting approval to restore the original wording to Section 10.04.010. Gordon noted that further review of this Chapter also revealed that wording was erroneously included in Section 10.28.010 that prohibits parking directly in front of the Federal Court House. In September of '06 the City Council directed staff to prepare a Resolution prohibiting parking in front of the Federal Court House on Lakeside Avenue and 4<sup>th</sup> Street. Gordon explained that a request for 'no parking' is typically a temporary request therefore establishing 'no parking' by resolution is more cost effective than codifying an ordinance and it is easier to track.

**MOTION: THE COMMITTEE is recommending that the City Council adopt Council Bill No. 07-1018 to make clerical amendments to Section 10.04.010 to clarify the intent of the section and amending Section 10.28.010 to allow tow away zones to be established by Resolution of the City Council and directed staff to adopt Resolution No. 07-037 to prohibit parking directly in front of the Federal Court house on Lakeside Avenue and 4<sup>th</sup> Street.**

**Item 2. Homeland Security Grant / Technical Rescue Team.  
(Consent - Resolution No. 07-036)**

Troy Tymesen noted that the Fire department has a no match grant opportunity for \$42,000 from the State of Idaho to assist with technical rescue teams for training equipment and maintenance.

**MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 07-036 accepting the \$42,000.00 grant from the Department of Homeland Security.**

**Item 3. Consultant Services Agreement / Parking Study.  
(Agenda - Resolution No. 07-038)**

Troy Tymesen reported that the City of Coeur d'Alene in conjunction with the Lake City Development Corporation created a sub-committee that has been recruiting a parking consultant to assist with a 22 block area downtown. The sub-committee reviewed 5 applications and selected 2 for final review. They requested and reviewed 3 letters of recommendations from other cities. After that review, the sub-committee is recommending Rich and Associated. They come from Michigan and have been in the business for 18 – 20 years. They will co-partner with JP Stravens Planning Associates, Inc. here in Coeur d' Alene. The Parking Commission recommended that the cost for the study be split equally between the City and Lake City Development Corporation in the amount of \$25,000 each.

Chairperson Goodlander noted that the Lake City Development Corporation's focal point is to define the need for parking downtown and how it is working. Deanna believes this is a great partnership for the City and Lake City Development Corporation. Lake City Development Corporation has some opportunities to provide parking but the need needs to be identified as well as the locations before there is any kind of a major project to provide parking. This is a good beginning.

**MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 07-038 approving an agreement with Rich & Associates, Inc. for Professional Consulting Services for a Parking Master Plan for the City of Coeur d'Alene.**

**Item 4. Partnership with St. Vincent DePaul / Affordable Housing Grant Opportunity.  
(Agenda – Resolution No. 07-039)**

Troy Tymesen presented to the Committee an opportunity to assist with an application that is being made for affordable housing project here in Coeur d' Alene. St. Vincent de Paul is in the process of completing a grant application to the HUD 811 program for subsidized housing, for \$1.3 million. The grant includes a commitment of 40 years of subsidization of rents. The project will include 15 units for very low income citizens.

Renata McLeod added that the housing needs assessment conducted by BBC in October 2006, included six goals/recommendations for the City to assist with affordable housing. Goal number 2 stated that the City should “develop more deeply subsidized rental units, including affordable senior rentals and housing with supportive services.” The report continues by stating that the City should facilitate the development of 200 units of deeply subsidized rental housing.

Troy further noted that the City has property located on Fruitland Lane that may meet the need of this project. While the City would continue to own the land, leasing a portion of that land to St. Vincent de Paul will strengthen their grant application. This project would be a flagship project for the community. The agreement of intent to lease land outlines information needed for the grant application. In the meantime, staff will work out the terms of a land lease that will ensure affordability of the units into the future. Currently no hard costs would be associated with this request, since the

property is owned by the City. There may be some future partnership opportunities wherein the City could allocate funds.

Details of the project were covered by a PowerPoint presentation made by Sheryldene Rogers, Director of residential development with Goodale and Barbieri out of Spokane.

John Bruning noted that he comes before the Committee, not as the Planning Commission Chairman, but as the Chairman of the St. Vincent de Paul Building Committee and he also sits on the conference board which manages all of the St. Vincent de Paul activities in Coeur d' Alene. Mr. Bruning described the housing services of St. Vincent de Paul. Mr. Bruning noted that the residents have to abide by very strict rules that are enforced by St. Vincent de Paul. They run background checks for legal status, they randomly drug test the residents. If they fail, they are out, no second chances. The residents understand this going in. They are required to take life skills classes. If they don't attend the classes, they are out. St. Vincent's recently purchased 24 units at Ross Point and they are negotiating a 3<sup>rd</sup> unit. They operate subsidized housing in other areas such as Post Falls, Tensed, Lightning Creek and all over. Mr. Bruning noted that all housing is filled up immediately as there is a long waiting list and in such a need.

Troy finished by noting his proposal would be to direct Staff / Legal to draft a site control document that will be acceptable to this application. He would propose a lease of \$1.00 per year.

**MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 07-039 authorizing an agreement for intent to lease a portion of city-owned property on Fruitland Lane to St. Vincent de Paul for an affordable housing project and requested a presentation to the City Council.**

The meeting adjourned at 5:00 p.m.

Respectfully submitted,

**DEANNA GOODLANDER, Chairman**

Juanita Van Cleave  
Recording Secretary

# **GENERAL SERVICES COMMITTEE**

## **STAFF REPORT**

**DATE:** April 23, 2007  
**FROM:** Gordon Dobler - Engineering Services Director  
Mike Gridley – City Attorney  
**SUBJECT:** Ordinance amending section 10.04.010 of the Municipal Code

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### **DECISION POINT**

Staff is requesting approval of an amendment to the municipal code section 10.04.010 – Placement and Maintenance of traffic control signs

### **HISTORY**

In the recently adopted changes to Section 10 of the municipal code, Vehicles and Traffic, section 10.04.010 was modified. Staff have requested that the original wording, requiring the city engineer's approval for placement of traffic control signs be restored.

### **FINANCIAL ANALYSIS**

No impact other than the cost of codifying.

### **PERFORMANCE ANALYSIS**

Traditionally the City Engineer approves installation of traffic control signs because the MUTCD requires engineering evaluations for placing signs in the right-of-way signs. Currently, sign requests come to the engineering department for review and those that meet the MUTCD warrants are then forwarded in writing to the street department for installation, establishing a written record of the review and approval. This ordinance will restore the original language in the code which was modified in the recently adopted changes to Section 10.

### **RECOMMENDATION**

Staff recommends that Council adopt the attached ordinance restoring the original wording to section 10.04.010.



COUNCIL BILL NO. 07-1018  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MAKING CLERICAL AMENDMENTS TO SECTION 10.04.010 TO CLARIFY THE INTENT OF THE SECTION AND AMENDING SECTION 10.28.010 TO ALLOW TOW AWAY ZONES TO BE ESTABLISHED BY RESOLUTION OF THE CITY COUNCIL; 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, on February 6, 2007 Ordinance No. 3282 amending Title 10 and more specifically amending Sections 10.04.010 and 10.28.010 was adopted per City Council action, and

WHEREAS, the City Engineer has requested that ordinance be adopted to clarify the intent of section 10.04.010 and to allow the adopting of tow away zones by resolution of the City Council, and

WHEREAS, after recommendation by the General Services Committee, 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 10.04.010, is hereby amended to read as follows:*

**10.04.010: PLACEMENT AND MAINTENANCE:**

The Street Superintendent ~~or his designee~~ shall cause to be placed and maintained such traffic control ~~device~~signs, signals and markings upon the streets, alleys, public parks, public parking lots and other public and city owned property ~~to regulate as the City Engineer may deem necessary to indicate~~ and ~~control traffic pursuant to any state law, city Ordinance, or Resolution of the City Council. The placement carry out the provisions of this title and maintenance of the traffic control devices and markings shall be made in conjunction with the City Engineer and shall comply with~~ the provisions of the most recent edition of the manual on uniform traffic control devices as adopted pursuant to Idaho Code section 49-201 and 209~~;~~ and to regulate, warn or guide traffic. Prior to installation, the City Engineer shall provide written direction for the type and location of traffic control signage or pavement marking.

**SECTION 2.** *That Coeur d'Alene Municipal Code Section 10.28.010, is hereby amended to read as follows:*

**10.28.010: AUTHORITY OF POLICE DEPARTMENT:**

In addition to the provisions set forth in Idaho Code 49-662 and Idaho Code 49-1801, et. Seq., the Police Department or, to the extent permitted by law, other person(s) designated by the City, are authorized to immediately remove and impound, with or without citation and without giving prior notice to its owner,÷

~~A. Any any vehicle parked on the north side of Lakeside Avenue beginning at the alleyway between 3<sup>rd</sup> Street and 4<sup>th</sup> Street and continuing east to the intersection of Lakeside Avenue with 4<sup>th</sup> Street.~~

~~A. Any vehicle parked on the west side of 4<sup>th</sup> Street beginning at the intersection of 4<sup>th</sup> Street and Lakeside Avenue and continuing north to the alleyway between Lakeside Avenue and Coeur d'Alene Avenue;~~

~~B. Any vehicle parked in front of a fire hydrant.~~

~~Provided, further, additional in a tow away zone, which zones may be established by the City Council by duly passed Resolution, in the event such a tow away zone would serve the safety of the community.~~

**SECTION 3.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 4.** 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 5.** 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 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, ADOPTED and SIGNED this 15<sup>th</sup> day of May, 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 Municipal Code Sections 10.04.010 and 10.28.010

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MAKING CLERICAL AMENDMENTS TO SECTION 10.04.010 TO CLARIFY THE INTENT OF THE SECTION AND AMENDING SECTION 10.28.010 TO ALLOW TOW AWAY ZONES TO BE ESTABLISHED BY RESOLUTION OF THE CITY COUNCIL; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

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Susan K. Weathers, City Clerk

### **STATEMENT OF LEGAL ADVISOR**

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Amending M.C. Sections 10.04.010 and 10.28.010, 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 15<sup>th</sup> day of May, 2007.

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Warren J. Wilson, Chief Deputy City Attorney

RESOLUTION NO. 07-037

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NO PARKING / TOW AWAY ZONE DIRECTLY ADJACENT TO THE FEDERAL COURT HOUSE BUILDING.

WHEREAS, per City Council action on September 5, 2006, tow away zones may be established by duly passed Resolution; and

WHEREAS, in addition to the provisions set forth in Idaho Code 49-662 and 49-1801, et. Seq., the Police Department or, to the extent permitted by law, other person (s) designated by the City, are authorized to immediately remove and impound (with or without citation and without giving prior notice to its owner) vehicles parked in a tow away zone; and

WHEREAS, the Mayor and City Council have determined that it is in the public interested to establish tow away zones in the locations set forth below; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the following areas are designated as two away zones:

1. The north side of Lakeside Avenue beginning at the east side of the private parking lot located between 3<sup>rd</sup> Street and 4<sup>th</sup> Street and continuing east to the intersection of Lakeside Avenue with 4<sup>th</sup> Street; and
2. The west side of 4<sup>th</sup> Street beginning at the intersection of 4<sup>th</sup> Street and Lakeside Avenue and continuing north to the alleyway between Lakeside Avenue and Coeur d' Alene Avenue.

DATED this 15<sup>th</sup> day of May, 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 REID Voted \_\_\_\_\_

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

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

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

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

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

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

## **FINANCE DEPARTMENT**

### **Staff Report**

DATE: May 7, 2007  
FROM: Parking Commission  
SUBJECT: Agreement for Consulting Services for Comprehensive Parking Plan

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#### **DECISION POINT:**

To approve an agreement with Rich & Associates, Inc. for professional consulting services for a parking master plan for the City of Coeur d'Alene.

#### **HISTORY:**

On August 1, 2006, the Parking Commission was approached by Commissioner Jim Elder, representing the Lake City Development Corporation, who stated that LCDC would like to look at parking needs in the downtown area for the next 15-20 years. He informed the commission that LCDC had authorized funding in the next fiscal year for a study and they were requesting that the City of Coeur d'Alene partner with them in this effort. After researching the anticipated costs for such a study, the Parking Commission recommended that the cost for the study be split equally between the City of Coeur d'Alene and the LCDC.

A Request for Proposals was published in the newspaper on December 27, 2006 and January 2, 2006, and mailed to a database of nationwide Parking Consultant firms. The deadline for proposals was February 28, 2007. Five proposals were received. Each of the finalists provided copies of previously completed parking studies for review and provided further information as requested. After review of the parking study proposals received, the Parking Commission recommends the approval of Rich & Associates, Inc., of Southfield, Michigan. JP Stravens Planning Associates, Inc. of Coeur d'Alene will be consulting on this project as well.

#### **FINANCIAL ANALYSIS:**

The total professional fees and reimbursed expenses to complete the scope of services as defined in the Request for Proposal is \$50,000.00. The professional services fee will be billed in installment as tasks are completed with no less than 50% of the total fee due following submittal of the preliminary report and 100% of the total fee due following submittal of the final report. The City's share of the cost is \$25,000.00, which will be paid from the Parking Fund.

#### **PERFORMANCE ANALYSIS:**

The development of a Parking Management Plan, which includes a comprehensive overview of the municipal and private parking infrastructure in the downtown core, including a management plan and recommendations for efficient utilization, management, and planning for future needs, is a necessary and valuable step in the overall visioning process for the entire downtown.

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

To approve an agreement with Rich & Associates, Inc. for professional consulting services for a parking master plan for the City of Coeur d'Alene.



RESOLUTION NO. 07-038

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO  
AUTHORIZING AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES, WITH  
RICH AND ASSOCIATES, INC. FOR A COMPREHENSIVE PARKING PLAN.

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

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

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

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

DATED this 15<sup>th</sup> day of May, 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 MCEVERS Voted \_\_\_\_\_

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

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

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

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

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

## AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of May, 2007 by and between

The CITY OF COEUR D'ALENE, IDAHO  
hereinafter referred to as "Client"

and

RICH AND ASSOCIATES, INC., a Michigan Corporation,  
hereinafter referred to as "Consultant".

### RECITALS

A. The Client desires to retain the Consultant for Professional Consulting Services to generate a parking master plan in accordance with the Request for Proposal issued by the Client (hereinafter referred to as Attachment "A").

B. Consultant submitted a proposal for Consulting Services Comprehensive Parking Plan the City of Coeur D'Alene dated February 28, 2007 to the Client (hereinafter referred to as "PROPOSAL") that contains certain facts about the consultant, services, key personnel, and sample scope, which are incorporated herein by reference.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **BASIC SERVICES OF CONSULTANT:** The basic services of the Consultant will consist of the project approach outlined in the Consulting Services Comprehensive Parking Plan the City of Coeur D'Alene dated February 28, 2007. This project approach (Attachment "B") was prepared in response to the Client's Request for Proposals.
2. **CHANGE AND ADDITIONAL WORK:** The Client may request other additional work not contained in the basic services. If such changes cause an increase in the Consultant's cost of or time required for performance of any service under this agreement not already agreed upon, an equitable cost and/or completion time adjustment shall be made, and this agreement shall be modified in writing accordingly. The parties shall agree on a cost of the additional or changed scope to include professional fee and any reimbursed expenses that may be applicable.
3. **COMPENSATION:** Compensation for the services described on page five of the Client's Request for Proposals (Attachment "A") shall be paid to the Consultant by the Client as follows:
  - a) The total professional fees and reimbursed expenses to complete the scope of services as defined in Request for Proposal shall be Fifty Thousand (\$50,000) dollars.
  - b) Included within the stated fees above are the estimated costs of reimbursed expenses incurred in travel, lodging, communications, shipping, printing, etc. The fee includes provisions for seven (7) person trips to Coeur D'Alene, and five (5) copies each of the preliminary and final reports.
  - c) The professional services fee will be billed in installments as tasks are completed with no less than 50% of the total fee due following submittal of the preliminary report and 100% of the total fee due following submittal of the final report.

## AGREEMENT

- d) Payments are due and payable thirty (30) days from the date of the Consultant's invoice. Amounts unpaid thirty (30) days after the invoice date will bear interest rate of one and one half (1.5%) percent per month.
- 4. **SERVICES TO BE PROVIDED BY THE CLIENT:** The services or information to be provided by the Client shall include, but not necessarily be limited to the information contained in the "Go List" provided as Attachment "C". Additionally, the Client will be responsible for scheduling review meetings for the preliminary and final reports.
- 5. **TIME OF COMPLETION:** The Consultant shall complete the study within 160 (One hundred and sixty) days from the date of the Project Kick-Off meeting. The final schedule shall be agreed upon between the Consultant and the Client. Any schedule will be dependent on meeting date availability, timely production of requested documents from the Client and timely review by the Client of information provided by the Consultant. Attachment "D" is a preliminary schedule including the anticipated meetings and tasks.
- 6. **TERMINATION OF AGREEMENT:**
  - a) This Agreement may be terminated with or without cause by the Client at any time. In the event of such termination, the Consultant shall be compensated for such services as are performed up to the point of termination.
  - b) This Agreement may be terminated by either the Client or the Consultant upon failure by the other to satisfactorily perform the terms and conditions of this Agreement, if either does not satisfactorily perform within ten (10) days of receipt of written notice from the other specifying the manner of failure. In the event of such termination, the Consultant shall not be entitled to further compensation from the Client for work performed or costs sustained following the date of such termination.
  - c) In the event that the Client should determine to suspend or abandon all or any part of the work described herein, it shall give written notice to the Consultant who shall immediately terminate all work affected. Within thirty (30) days of the date of abandonment, the Client shall pay the Consultant in full and final settlement for all services rendered in connection with the abandoned work based on percentage complete for all of the Consultant's services performed prior to receipt of notice of abandonment. Upon making such payment, the Client shall have no further obligation to compensate the Consultant.
- 7. **ASSIGNMENT:** All services covered by this Agreement shall not be subcontracted or assigned to any other party. Consultant has retained JP Stravens Planning Associates, Inc as a sub-contractor to assist with fieldwork, public participation and planning issues.
- 8. **INDEPENDENT CONTRACTOR:** The parties intend that the Consultant shall be an independent contractor in performing the services provided by this Agreement. The Consultant is not to be considered an agent or employee of the Client for any purpose, and the officers, employees, and agents of the Consultant are not entitled to any of the benefits the Client provides for Client employees including, but not limited to, Worker's Compensation Insurance and withholdings for taxes. The Consultant shall fill out necessary IRS forms as may be necessary as an independent contractor.

## AGREEMENT

9. **NONWAIVER OF BREACH:** Any waiver by either party of a breach of a provision of this Agreement shall not operate or be construed as a waiver or any other breach of such provision or waiver of any breach of any provision of this Agreement.
10. **INSURANCE:** The Consultant shall be solely responsible for acquiring and maintaining all insurance to properly protect itself, its employees, agents and third parties, including without limitation general liability insurance. Insurance shall include workers compensation, automobile and general liability insurance. No modifications to the policies will be made without at least 30 (Thirty) days prior notice to the Client. The Consultant shall provide the proof of insurance identifying the Client as the certificate holder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**APPROVED AS TO CONTENT:**      *City of Coeur D'Alene (Client)*

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

Its: \_\_\_\_\_

*Rich and Associates, Inc. (Consultant)*

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

Its: \_\_\_\_\_



# CITY OF COEUR D'ALENE

## PARKING COMMISSION

CITY HALL, 710 E. MULLAN  
COEUR D'ALENE, IDAHO 83816-3964  
208/666-57541

# REQUEST FOR PROPOSALS

## CONSULTING SERVICES COMPREHENSIVE PARKING PLAN

### 1. INTENT

The City of Coeur d'Alene, Idaho, in partnership with the Lake City Development Corporation, is accepting qualifications from interested consultants to provide consulting services for a parking plan.

### 2. PROPOSAL DUE DATE

Proposals will be accepted up until 5:00 p.m, February 28, 2007, in the City Clerk's Office, City of Coeur d'Alene, City Hall, 710 Mullan Avenue, Coeur d'Alene, Idaho, 83814, and should be mailed to the attention of: Troy Tymesen, Finance Director.

### 3. OVERVIEW

The City of Coeur d'Alene is located approximately 33 miles east of the City of Spokane, Washington. Incorporated in 1887, the city currently has a population of approximately 41,370 residents, and hosts a half-million visitors annually. Tourism, land development, health care, education, and manufacturing are primary economic industries. The City is operated under a Mayor-Council form of government, governed by six city councilman and a mayor. Maps and other information regarding the City of Coeur d'Alene can be obtained from the city's website at [www.cdavid.org](http://www.cdavid.org).

The Lake City Development Corporation (LCDC) is the urban redevelopment agency serving the City of Coeur d'Alene, Idaho. LCDC is in the process of identifying appropriate redevelopment efforts for certain parcel(s) of land located in the downtown core of Coeur d'Alene. Any future land use decisions in the downtown core require a complete and thorough evaluation of all impacts the uses may have on future parking requirements. Therefore, the development of a Parking Management Plan is a necessary and valuable step in the overall visioning process for the entire downtown.

The study area is comprised of approximately 27 blocks defined as the downtown core of Coeur d'Alene. (Beginning at Northwest Boulevard and Government Way, then north to Indiana Avenue, then east to Fourth Street, then south to Coeur d'Alene Avenue, then east to 7<sup>th</sup> Street, then south to Sherman Avenue, then east to 8<sup>th</sup> Street, then south to City Hall and west along Front Avenue to First Avenue, then west again along Sherman Avenue/Northwest Boulevard to the beginning point.) Potential land use changes are imminent for a one block section of land located on South 4<sup>th</sup> Street that may have a substantial impact on the parking needs out into the future. This is coupled with an existing public parking surface lot adjacent to East Front Avenue that is comprised of approximately 475 public parking spaces. The City of Coeur d'Alene, in partnership

with LCDC is seeking consultant services to prepare a comprehensive overview of the municipal and private parking infrastructure in the downtown core, including a management plan and recommendations for efficient utilization, management, and planning for future needs.

#### **4. AWARD CRITERIA**

The City of Coeur d'Alene reserves the right to award the contract generated from this Request for Proposals (RFP) to the respondent who presents a proposal that best meets the specifications as listed herein and represents the most beneficial procurement as determined by the City.

The award will be made by the City Council and shall be based on the respondent's interpretation of the City's needs, as exhibited by the criteria listed below.

Proposals will be evaluated on the basis of the following criteria:

##### **A. Experience and Qualifications of the Respondent**

Consideration will be given to respondents demonstrating strong capabilities, experience and reputation in undertakings similar to those described in this RFP. Similar experience will be understood to include providing similar services to municipalities or like entities.

##### **B. Proposal Completion**

Proposal responses will be evaluated on completeness, clarity/accuracy of the information requested and proposal presentation.

##### **C. Financial Terms**

Consideration will be given to proposals that present the most cost efficient terms to the City over the term of the contract.

The City reserves the right to waive any minor deviation in proposal responses received when such waiver is in the best interest of the City, and reserves the right to modify any requirements, terms or conditions as outlined in this RFP when such modification(s) is (are) in the best interest of the City.

Proposals will only be accepted from thoroughly competent, experienced and financially qualified individuals or entities as determined solely by the City of Coeur d'Alene. Respondents are responsible for submission of accurate, adequate and clear descriptions of the information requests. Omissions, vagueness, or inaccurate descriptions or responses shall not be interpreted in favor of the bidder and shall be grounds for bid rejection.

This document is not an offer to contract but is a Request For Proposals as defined herein, to satisfy specific user requirements of the City of Coeur d'Alene. Neither the issuance of the RFP, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the City of Coeur d'Alene, will commit the City to award a contract to any respondent even if all of the user requirements in the RFP are met. The City may modify these requirements in whole or in part and/or seek additional respondents to submit proposals. Only the execution of a

written contract will obligate the City in accordance with the terms and conditions contained in such contract. Respondents may be required to make a presentation of their qualification to the Evaluation Committee.

## **5. SCOPE OF WORK**

Develop a Parking Plan for the City of Coeur d'Alene and create strategies for implementation. This work should be done in conjunction with extensive public consultation. The following presents the minimum activity that will be needed to complete the scope for this project:

### **(a) Proposed Methodology for Citizen Input**

Propose a methodology for a survey of citizens to determine parking needs and effectiveness of the City's parking management. Conduct the survey, analyze results and offer specific recommendations to address issues raised in the survey.

### **(b) Inventory of Existing Parking Spaces & Assessment of Current Operating Costs & Revenues**

A substantial amount of information exists on available public and private parking facilities within the defined area which will be provided to the consultant for consideration and evaluation.

### **(c) Parking Utilization Observations and Analysis**

### **(d) Assessment of Existing and Future Land Uses & Calculation of Theoretical Demand**

Assess the demand for parking within the study area and evaluate the demand to current inventory; project new demand based on proposed development. Identify peak demands and periods of the day when parking is at low demand. Identify sub-areas in the City where there are "spot shortages" and identify where parts of the City may have continued surpluses. Identify potential new revenues or new areas for parking through acquisitions/dispositions or new development.

### **(e) Assessment of Current Operating Costs and Revenues**

### **(f) Review and Recommendations for Parking Facilities Maintenance and Capital Improvements**

Prepare parking maintenance and improvement plans:

- (1) Prepare a comprehensive asset management plan for current municipal parking facilities. This plan should be disaggregated to each individual parking lot. For each lot, the Consultant will assess the overall condition of the parking facility; articulate capital expenditures needed for phased program improvements; the revenue generated from the facility; estimated operating cost and net operating income.



(g) **Review and Recommendations for Parking Management Strategies**

Propose measures to improve the parking management and operations:

- (1) Evaluate and make recommendations regarding the overall fee structure for on- and off-street parking; show comparisons to similar localities;
- (2) Identify staffing levels needed to perform satisfactory parking management; include a review of the adequacy of maintenance and enforcement function.

The respondent will be expected to attend at least two (2) progress meetings and present findings at two milestone meetings attended by the Parking Commission, and Public Works Committee. There will be a final presentation to the Coeur d'Alene City Council when the project is completed.

**6. PROJECT TIMELINE**

Key dates in the City of Coeur d'Alene Parking Plan Process are:

- Deadline for Proposals **5:00 p.m., February 28, 2007**
- Council chooses winning consultant, **March 20, 2007**
- Completed Parking Plan to be submitted by **July 31, 2007**

The City of Coeur d'Alene will require the consultant to complete the Parking Plan by July 31, 2007, unless an extended completion date is agreed to by the City of Coeur d'Alene and the consultant.

**7. PROPOSAL FORMAT**

The consultants shall submit one (1) original and four (4) copies of the proposal by February 28, 2007 to Mr. Troy Tymesen, Finance Director, City of Coeur d'Alene, 710 E. Mullan Avenue, Coeur d'Alene, Idaho, 83814. Each submittal should have clearly marked on the envelope **PARKING PLAN**. For the proposal to be considered it must include:

- (a) A statement of the proponent's understanding of the scope of work.
- (b) A commitment to the project schedule.
- (c) A work plan indicating how the objectives will be met.
- (d) Proposed methodology.
- (e) The name of each team member committed to the assignment together with detailed resumes, highlighting personal involvement in similar projects.

- (f) A projected timetable/schedule for the completion of all stages. This timetable will provide an indication of the type and timing of any required meetings, and the expected hours which each team member will spend on the project.
- (g) An indication of how public consultation will be undertaken.
- (h) Proposed fee and disbursement breakdown of budgeted costs for each component and stage of work.
- (i) All prices shall be based on supplying everything as proposed. The proposal should include all costs that the proponent will incur in his/her work including costs of telephone calls, paper, photocopies, gas, applicable taxes, and any other operating expenses. In addition, the proponent's bid should include the expenses for "other professional services" should he/she wish to involve another consultant for completing the project.
- (j) Any deviations from the detailed specification shall be clearly identified and explained by the proponent.

## 8. **INQUIRIES**

All inquiries related to this "Request for Proposal" are to be directed to:

Troy Tymesen  
Finance Director  
City of Coeur d'Alene  
710 Mullan Avenue  
Coeur d'Alene, ID 83814

Tel: (208) 769-2221  
Fax: (208) 769-2284  
Email: [troyt@cdaid.org](mailto:troyt@cdaid.org)



## Introduction

### Understanding the scope of work

We recommend that a  
Parking Study  
Committee be  
assembled to work with  
the consultant team if  
one is not already in  
place.

As the City of Coeur d'Alene through the LCDC moves forward evaluating development opportunities in the downtown, parking is a major consideration. The City/LCDC's and LCDC want to be proactive in planning for the projected parking for these potentials and any changes to land use as the City/LCDC evolves to enhance development opportunities and maintain a reasonable level of service for existing land uses. As such, the data that is collected and analyzed will help determine by block and then by analysis area the following; the current and future needs of the downtown, analyze parking system policies and procedures, and to study the feasibility of any proposed parking needed as well as to develop a "best practices" approach to parking system improvements.

Because of the unique nature of downtown Coeur d'Alene a careful analysis of shared use opportunities and interrelationship with transportation alternatives should be completed to accurately assess the long-term parking needs of the study area and eventually the various interim and long-term improvement strategies.

The purpose of this study is to

- Project the current and future parking and traffic needs of the study area
- Analyze parking system policies and procedures
- To study the feasibility of any proposed parking needed as well as other necessary parking system solutions.

The study we propose to undertake for the City/LCDC of Coeur d'Alene would seek to gain an understanding of the economic development activities and opportunities downtown, and answer vital questions about the conditions and adequacy of the parking system. Some of the questions that we would seek to answer would be include but not be limited to the following:

- *What is the nature and magnitude of the present parking situation downtown?*
- *What factors are influencing current parking trends (both positive and negative)?*
- *How will new development (mixed-use and residential) impact parking?*
- *How will changes to land use in existing impact parking needs?*



- *How do stakeholders get involved in the process?*
- *In what areas is there insufficient capacity/LCDC to satisfy peak needs?*
- *What changes in parking policies, regulations and requirements can positively influence new development/redevelopment opportunities?*
- *What impact, if any, will changes recommended to the total parking system have on the long-term conditions of the downtown?*
- *Is it possible to more effectively manage the supply of public and private parking downtown so that the needs of the different user groups are better accommodated?*
- *What parking generation ratios are appropriate for the types of development occurring downtown?*
- *What parking mitigation strategies can help better manage parking demand and how can alternative transportation play a key role? TOD's (Transit Oriented Development) be included in the planning?*
- *Are there parking rate structure strategies that can be implemented to more effectively manage the supply and demand for parking?*
- *How many spaces should be built in the form of surface and/or structured parking facilities?*
- *Are there sites for additional parking development that are properly located to meet the current and future needs of the CBD and that are consistent with the community's goals and objectives?*
- *Which sites offer the most convenience, can maximize revenue and attract private investment?*
- *What impact would the addition of more parking have on the parking operations and what changes are needed to effectively manage the expanded system?*
- *How can improvements, both capital and operational, be financed?*
- *Is the current parking rate structure sufficient to meet current and future operational and capital improvement needs?*
- *How may the implementation and timing of new parking impact redevelopment and new development?*
- *How can improvements, be made to assist management and overall operations?*
- *Is the current on street and off street operations appropriate and consistent with the long- term plan?*
- *Identify appropriate staffing levels now and according to the plan*
- *Conduct all progress meetings in a way that assesses needs and requirements through an informative and discipline exchange of ideas by all*

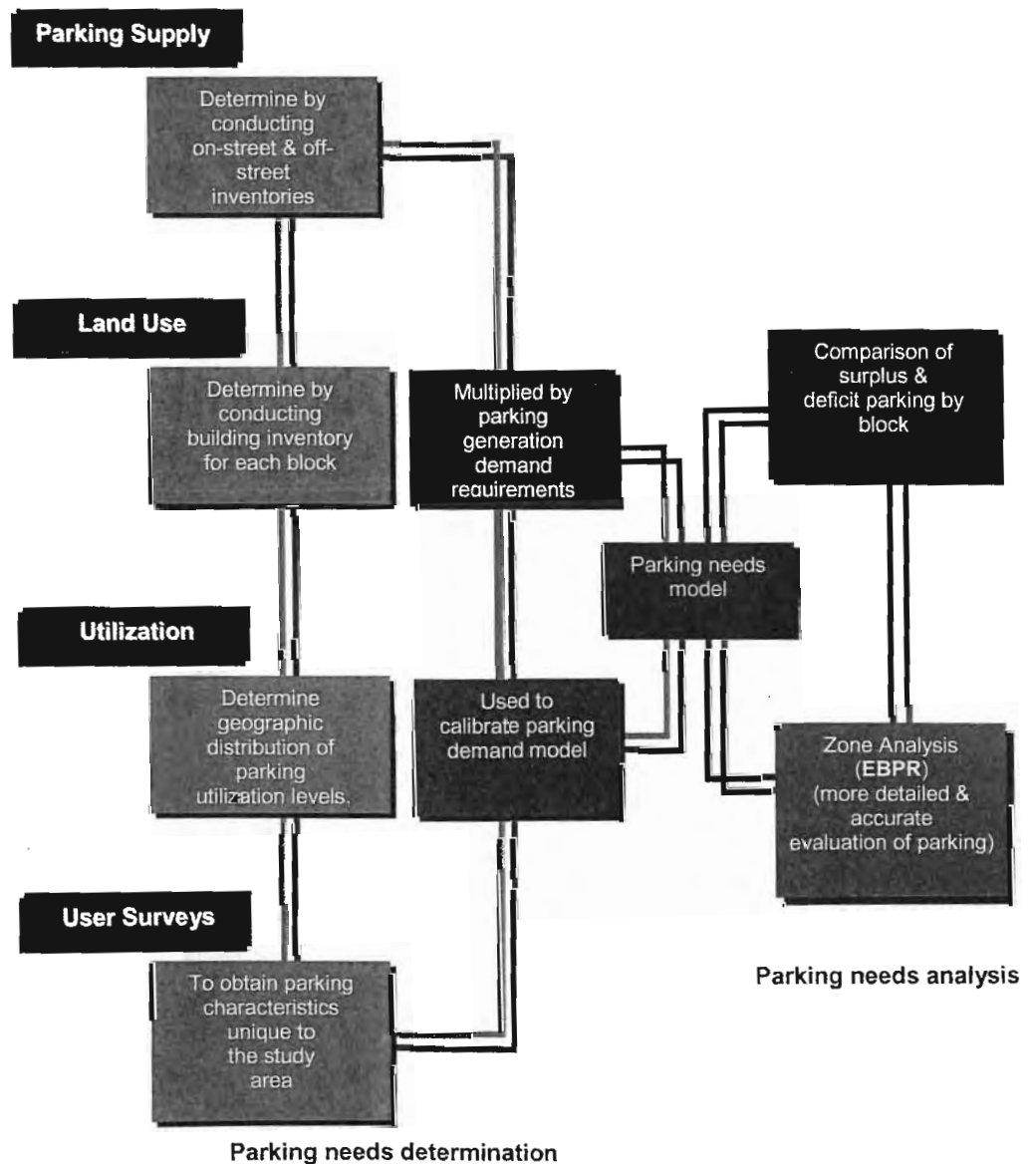


The goal of this study is to provide the City/LCDC and the LCDC with answers to these and other questions and, in so doing, prepare a long-term parking improvement program. We recognize that the models and strategies that we have developed successfully for other cities would not necessarily be successful in Coeur d'Alene. Long term recommendations and strategies must respond to the unique characteristics of the City/LCDC to be implemented successfully and to effect positive change.



## Proposed Methodology

**Phase 1 - Parking Demand Analysis** involves quantifying and qualifying the parking needs in the study area.





### Task 1 - Kick-Off Meeting

The goals and objectives of the study will be reviewed during a kick-off meeting. We will review the overall work program, discuss significant issues, and review the boundaries of the study area to insure that all major demand generators, development areas and supply providers are accounted for in our analysis.

During the kick-off meeting, our team will request specific information and documentation. This information was identified on page 1 of this section. We generally recommend that a parking committee be formed that will work with the Rich team throughout the study. While each client is different, the parking committee is generally made up of City/LCDC/Agency staff and stakeholders.

### Public Meeting

We recommend that a public (stakeholder) meeting(s) be held after the kick-off meeting and while our staff is in town collecting data. During this meeting or meetings we will meet with members of the community and present to them the purpose and goals of the study, the study process, data collection tasks that we will be completing, and a preliminary schedule for completion of the study. The goal of this meeting is to introduce them to the parking study process and answer any questions that they may have. We find by doing this prior to the surveying and data collection tasks that we get better response rates on our surveys.

We then give stakeholders an opportunity to discuss with us issues that they have with the current parking, concerns with future parking needs and any ideas that they have about parking in general. We manage this process so that everyone has an opportunity to participate, but that no one person monopolizes the meeting.

### Task 2 - Field Research and Data Collection

In this task various inventories, counts and surveys will be completed to update current data the City/LCDC may already have and/or data from previous studies. This information is vital to quantifying available parking and establishing characteristics unique to Coeur d'Alene. Our approach, collecting and using unique data gathered in the subject area has proven to be



a more realistic and accurate means of projecting current and future parking demand.

#### A. Parking Space Inventory

##### Purpose

To update the existing inventory of all public and private off-street parking and on-street parking in the study area.

##### Methodology

1. Review previous studies and current counts or inventories.
2. Complete an update to the inventory of all public and private spaces in the study area and categorize by:
  - on or off-street parking and whether it's public or private,
  - use restrictions (private or public) and hours of operation,
  - parking mix - long term vs. short term, residential, commuter, etc.
  - parking rate analysis,
  - availability of parking - waiting lists for monthly lease parking,
  - residential parking (on-street and off-street).

##### Results

1. Parking inventory shown on tables and maps, (refer to Table A)
2. Parking rate analysis.

| <b>Table A Off-Street Parking Inventory</b> |            |            |            |            |            |            |            |              |
|---------------------------------------------|------------|------------|------------|------------|------------|------------|------------|--------------|
| Block                                       | Rsdtl      | Mthly      | Meter      | Free       | 2Hr.       | 12Hr       | Prvt       | Total        |
| 1                                           | 123        | 0          | 158        | 213        | 0          | 118        | 232        | 844          |
| 2                                           | 27         | 102        | 110        | 98         | 312        | 133        | 151        | 933          |
| 3                                           | 0          | 54         | 0          | 77         | 0          | 0          | 63         | 194          |
| 4                                           | 0          | 151        | 0          | 0          | 88         | 156        | 20         | 395          |
| 5                                           | 0          | 0          | 0          | 567        | 21         | 133        | 18         | 739          |
| 6                                           | 0          | 81         | 0          | 0          | 55         | 232        | 70         | 438          |
| <b>Total</b>                                | <b>150</b> | <b>388</b> | <b>268</b> | <b>955</b> | <b>476</b> | <b>772</b> | <b>554</b> | <b>3,543</b> |

#### B. Land Use Review

##### Purpose

All of the land use in the study area will be analyzed. Land use not available in the information collected from the City/LCDC or from previous studies will be gathered. Usually we are able to use the City/LCDC/County's GIS to help compile land use. To accurately assess both current and future parking needs,





planned projects in the area will also be reviewed for their potential impact on the parking system.

Methodology

1. Update building inventory on each block face in the study area.
2. Identify each building, business type, vacancies & parking.
3. Analyze square footage from information provided by the City/LCDC.
4. Identify residential uses, multi-family, commercial, educational, etc.
5. Quantify employment (daytime) in each building.

Results

1. Land use and parking by block, and total square footage.
2. Ratio of building use (*e.g. percentage office, retail, residential, etc.*)
3. Record of vacant building space and vacant land.
4. Employment levels.
5. Land-use database.



### C. Parking Utilization Analysis

#### Purpose

We will utilize the firm's specialized software to evaluate parking space usage patterns.

We will perform a utilization study of all publicly owned and controlled on-street and off-street public and where accessible private parking spaces. We will coordinate with the City/LCDC on the date and times for this analysis. This task provides the average and peak hour occupancy figures, which will support the demand projections and identify which, if any parking areas are currently underutilized. This information is also important in projecting the parking system revenue.

#### Methodology

1. Record vehicle's license plate number in each space once every one to two hours.
2. Completed on a typical weekday from 9:00 a.m. to 8:00 p.m. This may extend to a weekend day/night depending on the parking issues, and past 8:00 pm depending on night time activity.
3. At free spaces, note any violations and citations issued for overtime parking.

#### Results

1. Using computer software written by Rich and Associates, determine:
  - geographic distribution of usage among all public and private parking areas, (refer to Table B)
  - the occurrence of any vehicle space shifting to avoid time violation,
  - overtime violation and citations noted
2. Comparison with any existing occupancy data, and data from the previous studies.

**Table B On-Street Parking Occupancy Distribution**

| Zone  | Less Than 50% | Between 50%-75% | Between 75%-90% | More Than 90% | Total # of Blocks |
|-------|---------------|-----------------|-----------------|---------------|-------------------|
| A (1) | 1             | 4               | 1               | 6             | 12                |
| B     | 4             | 2               | 2               | 0             | 8                 |
| C     | 0             | 5               | 3               | 4             | 12                |
| D     | 1             | 1               | 3               | 1             | 6                 |
| E     | 8             | 16              | 8               | 11            | 43                |
| F     | 3             | 2               | 6               | 5             | 16                |
| Total | 17            | 30              | 23              | 27            | 97                |

(1) Number of blocks in the respective zone, e.g. the parking on 1 block in Zone A was less than 50% occupied.

### D. Manager Interviews / Employee Surveys



### Purpose

The purpose of these surveys is to collect data specific to different land use types (*parking demand & trip generators*) in the study area. This information consists of parking characteristics of businesses and downtown employees to confirm or adjust parking generation requirements (zoning codes) by land use and modal split.

### Methodology

1. Interview a sampling of owners/managers of different land uses (business types) in the study area, and distribute questionnaires to employees.
2. Questions to managers include:
  - type of business,
  - square footage of area,
  - number of full time and part time employees,
  - estimated number of visitors/customers during a typical and peak day, parking provided to the business,
  - future plans, etc...

### Results

1. Establish parking generation requirements by land use
2. Determine the following characteristics for employees:
  - modal split by classification (drive and park),
  - origin and destination (location parked),
  - distance parked to work place,
  - duration parked,
  - perception of downtown parking.
3. Use employee survey data with manager surveys to project long-term demand by land use.

## E. Regional Surveys/Benchmarking

Various municipalities will be contacted to gather regional information on parking suburban/downtown standards. The municipalities will be chosen in consultation with City/LCDC staff. The purpose of these surveys is to gather information on regional trends of parking standards in mixed-use environments for various types of land uses and downtown business districts. This information will be used to analyze the appropriate parking generation rates for Coeur d' Alene.

## F. Individual Stakeholders Interviews

We will develop a list of candidates for potential interviews. Interviews will be conducted with City/LCDC officials, business interests, and other private parties. These interviews will be focused on identifying parking



issues and needs as well as development, redevelopment plans, opportunities, and parking policies.

#### G. Redevelopment

Rich and Associates will review with the City/LCDC possible land use change scenarios as well as redevelopment plans or studies for the parcels that may be available. These scenarios will be factored into the parking demand models discussed in **Task 3**



### Task 3 – Parking Projections

The data collected during the fieldwork and surveys will be compiled and analyzed. The unique characteristics of the different user groups in Coeur d'Alene will be defined and charted for comparison. We will compare parking demand generation factors calculated from the study to national standards, local zoning and past studies.

All of the data gathered from the study relative to parking demand generation factors will be taken into consideration and we will consult with the City/LCDC on identifying ratios that are more appropriate to Coeur d'Alene. We do not want to rely solely on regional or national standards in establishing parking generation ratios. There are unique factors in every community that can influence the need for parking. These factors include parking pricing, convenience and accessibility, transit availability, land use density and mix, distance from commuter train station, etc. National standards or industry averages do not take these factors into consideration.

A computer analysis will be used at this point to review existing parking demand and supply within the study area. Future parking demand will then be factored into the analysis.

Through our experience in over 300 municipalities, we have developed a specialized means of assessing new development and infill development scenarios, and accurately projecting the corresponding parking space needs.

#### A. Current Demand

1. Summarize parking characteristics by land use and needs by block.
2. Project short term (ST), long term (LT) and residential parking needs for various times of the day such as 10:00 a.m., noon, 2:00 p.m., 5:00 p.m., 7:00 p.m., 9:00 p.m. and any seasonal demand due to tourism for example.
3. Compare results of current demand projections for times noted in #2 above to utilization study results for those corresponding times to calibrate analysis.
4. Identify shared use parking impacts and opportunities.
5. In tabular and graphic form, show current parking supply and demand by block and block face.
6. Identify area of vacant parking spaces and how that availability impacts the surrounding blocks.
7. Where appropriate, divide the study area into zones, (Effective Block Parking Radius) EBPR, (the zones may include, transitional, residential, governmental areas, etc.).
8. Identify surplus or deficit conditions by block, block face and zone.



| Table C Parking Demand Generation Factors |                   |                 |                 |             |                 |
|-------------------------------------------|-------------------|-----------------|-----------------|-------------|-----------------|
|                                           | (1)               | City/LCDC       | R&A             | From        | Factor          |
| Land Use Type                             | ITE               | Code            | Model           | Study       | Used            |
| Professional Svcs                         | 4.11 spaces       | 6.67 spaces     | 4.00 spaces     | 3.30 spaces | 3.32 spaces     |
| Restaurant                                | 9.08 spaces       | 6.67 spaces     | 6.87 spaces     | 6.27 spaces | 5.65 spaces     |
| Retail                                    | 3.07 spaces       | 6.67 spaces     | 2.99 spaces     | 2.75 spaces | 2.41 spaces     |
| Service                                   | N/A               | 6.67 spaces     | 4.80 spaces     | 4.30 spaces | 4.13 spaces     |
| Office                                    | 4.11 spaces       | 3.33 spaces     | 3.50 spaces     | 3.30 spaces | 3.10 spaces     |
| Mixed-Use (2)                             | N/A               | N/A             | 3.25 spaces     | 4.00 spaces | 3.92 spaces     |
| Hotel                                     | .80 space<br>room | 1 space<br>room | 1 space<br>room | N/A         | 1 space<br>room |

(1) parking spaces per 1,000 square feet of space  
(2) mixed-use is a combination of retail/office and service office

## B. Future Parking Demand

1. Base future parking demand within the study area on the following;
  - re-occupancy of vacant space,
  - new buildings to be constructed and infill development on existing surface lots (commercial, residential, retail, etc.),
  - changes in land use and in traffic patterns,
  - alternative development scenarios from Task 1,
  - changes in parking operation (allocation, rates, time restrictions, enforcement), and
  - expansion of the existing parking system.
2. Complete future supply and demand projections by block face, block and zone.
3. Identify areas of parking surplus or deficit by block and zones.
4. Analyze different development/re-occupancy scenarios,
5. Forecast changes in parking demand on near term, mid term and long term basis.

## C. Review of Current and Future Parking

Parking demand will be projected for periods covering 5, 10, and 20 years. We will review with the City/LCDC blocks of current and future deficits or surpluses, and review issues such as additional parking, the related timing and costs, and how underutilized areas may be used more efficiently. From this, recommendations will be prepared and will include future parking needs and areas for future parking lot/garage locations.



| Table D Supply vs Demand (Zone Analysis) - Zone 1 |                |            |       |                |         |       |                       |
|---------------------------------------------------|----------------|------------|-------|----------------|---------|-------|-----------------------|
| Block #                                           | Parking Supply |            |       | Parking Demand |         |       | Surplus/<br>(Deficit) |
|                                                   | On-Street      | Off-Street | Total | Lg Term        | St Term | Total |                       |
| 2                                                 | 23             | 279        | 302   | 79             | 68      | 165   | 137                   |
| 3                                                 | 35             | 27         | 362   | 303            | 277     | 580   | (218)                 |
| 4                                                 | 20             | 22         | 42    | 45             | 60      | 105   | (63)                  |
| 5                                                 | 25             | 57         | 82    | 65             | 31      | 96    | (14)                  |
| 6                                                 | 28             | 65         | 93    | 46             | 46      | 92    | 1                     |
| 13                                                | 24             | 139        | 163   | 154            | 142     | 296   | (133)                 |
| 14                                                | 15             | 55         | 70    | 63             | 35      | 98    | (28)                  |
| 15                                                | 20             | 16         | 36    | 149            | 163     | 312   | (276)                 |
| 16                                                | 7              | 14         | 21    | 143            | 65      | 208   | (187)                 |
| 20                                                | 9              | 608        | 617   | 32             | 71      | 103   | 514                   |
| Total                                             |                |            | 1788  |                |         | 2055  | (267)                 |

#### Task 4 - Preliminary Report/Meeting

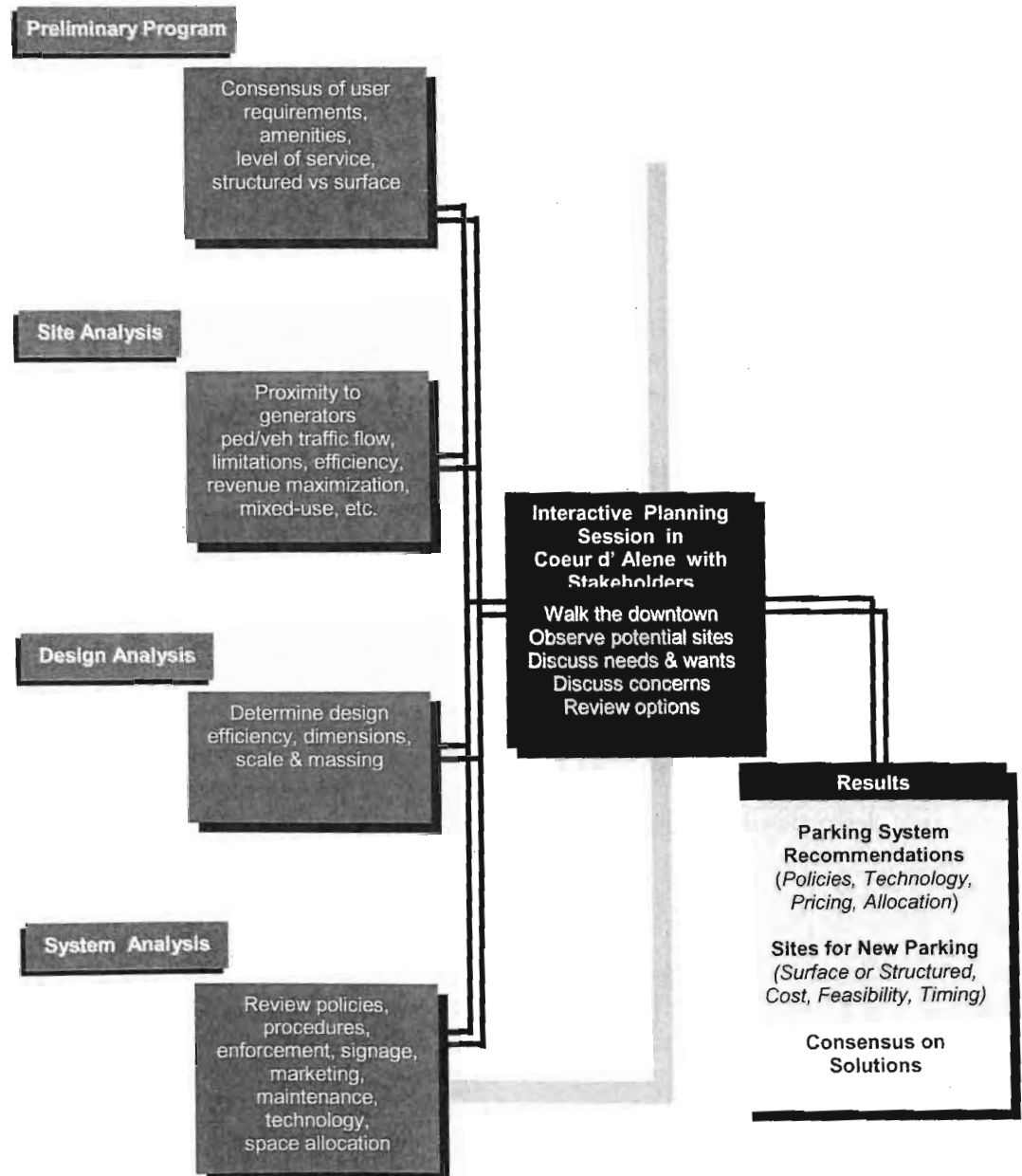
At this point a meeting will be held with the City/LCDC (*or Parking Study Committee if one is established*) to review the preliminary report. This report will contain the data compiled from the counts and surveys, analysis of the parking, current and future demand projections, an assessment of future City/LCDC parking system needs, rate analysis and pro forma.

Based on the results of the preliminary report meeting, our analysis of the parking needs, and of the current financial conditions, we will begin the process of recommending improvements to insure the long-term economic vitality of the downtown and the parking system. The elements of this improvement program will address all aspects of the parking system including operational and management strategies, space allocation, wayfinding, financing and capital improvements in the form of new parking, equipment, etc.

**A. Public Meeting:** At this point we suggest that another public meeting is held to present to the community the fieldwork and the projected parking conditions. This will give us the opportunity to reach out to the citizens and again gather their input on possible solutions. The purpose is to continue the consensus building process so that as difficult decisions need to be made by the City/LCDC, the community understands many of the dynamics around the decision.



**B. Phase Two - Parking Improvement Program** is the preparation, recommendation and implementation of strategies for short and long term parking improvements that combine parking management improvements, with capital improvements.







## Task 5 - Parking Operations / Management

An important part of a viable long-term parking improvement program is improvements to the parking system. Our scope of work includes an examination of the current parking operations including the following.

As current garage operators and past municipal parking system managers, we are sensitive to parking operational issues and their impact on the availability of parking and overall public perception.

### A. Review of Existing Organization

As part of this process we will review the organization or management structure overseeing the parking operations. The purpose of this review is to understand the roles and responsibilities of the person(s) involved in the daily management of the parking system, how assets are managed, and policies are created or modified, and enforced.

### B. Review of Existing Facilities

Each of the parking areas will be reviewed for current conditions. We will review conditions of parking control equipment, surface condition and maintenance. This is completed to project the maintenance costs of existing parking, and measure the attractiveness of each area, including lighting, security, cleanliness, signage and wayfinding, etc.

### C. Parking Policy Review

In order to develop recommendations concerning parking operations and management, a review of the parking policies will be necessary. This review will include policies related to long term and short term space allocation, parking rate increases, space turnover, in lieu parking payments, seasonal and special event parking, peripheral parking, parking meters and enforcement. Based on the review of the above policies, recommendations will be developed. In addition we will look at the existing fee in lieu of parking ordinances and benchmark that to other communities.

### D. Marketing of Parking

An analysis will be made of any existing marketing procedures implemented for the parking under the control of the City/LCDC. Such issues as security, wayfinding, and park and shop programs will be reviewed for their effectiveness...

Based on feedback from the various surveys completed in the beginning of the study process, we will analyze potential amenities and/or services that may be added to the operations to improve marketability, user friendliness, generate goodwill, and additional revenue.



E. Parking Signage and Wayfinding

As part of this task we will review the signage and wayfinding within each parking area, at the entrances and exits, and at the street level directing visitors to public parking. The purpose of this review is to assess the effectiveness of the signage at directing visitors to available parking, to the appropriate parking space, communication of policies and rates, and other pertinent information. Proper signage can improve people's perception as to whether there is sufficient parking or not in the downtown area. Thereby making it easier for people to find parking and their destination.

We will update our current database of municipal parking rates in this region from recent studies we completed in similar Cities.

F. Enforcement

The enforcement of policies will be reviewed along with the number of tickets written and the collection rate. We will also review current staffing, routes and methods of issuing tickets. Recommendations will be developed to enhance enforcement productivity and customer service.

**Task 6 – Rate Review Other Communities**

As previously mentioned, a review of the historic rates and rate increases in Coeur d' Alene, including both public and private parking, will be completed. In addition, we will research parking rates in other communities surrounding Coeur d' Alene as identified in **Task 2E**

**Task 7 - Existing Parking Analysis**

Based on the parking needs and our previous review of existing parking areas, we will evaluate each surface parking lot. The purpose of this evaluation is to determine the feasibility of reconfiguring the areas to improve capacity and traffic flow. At the same time we will also evaluate the allocation of City/LCDC owned parking.

Before re-allotment of current parking, the City/LCDC should establish objectives and policy for the use of City/LCDC owned parking. Based on the City/LCDC's objectives for parking a simple economic model will be developed to provide guidance in the re-allocation of City/LCDC parking spaces. The model will use the parameters of land use, revenue, value and distance. The model will be developed in a manner that will allow the City/LCDC to adjust the parameters.



### Task 8 - New Parking Analysis (Preliminary Program)

Based on our analysis and projections of parking demand within the study area, we will complete a site analysis for the construction of new parking. Much of the information gathered in the previous tasks, particularly the demand projections by block, and the analysis of future developments, will be used in this analysis.

We will review with the City/LCDC the parking needs of the study area and collectively develop a preliminary program for new parking alternatives. This preliminary program will serve as a basis for analyzing sites. The preliminary program may include an analysis of the following:

1. review of any downtown development strategies, master plans and/or design guidelines,
2. evaluate projected parking needs and relate to size of new parking area,
3. evaluate user requirements (*long versus short term needs*),
4. review any requirements/opportunities for potential mixed-use space,
5. evaluate opportunities for multi-modal options, i.e. intercity and intracity bus transportation,
6. review timing of needs and phasing options (future expandability),
7. develop evaluation criteria and decision matrix.
8. new buildings to be constructed, or changes to existing buildings (potential infill development on existing surface lots) in the Focus Areas.

We will review the parking needs on a block by block basis and by zone. We will discuss the factors that are impacting the parking in each zone and on each block. Special emphasis will be placed on development/ redevelopment of vacant or underutilized land. Rich and Associates will prepare several scenarios projecting parking needs based on land use mix, building size and density, and how parking impacts or promotes development and how transit can be a part of the plan.

Again the purpose of this review is to make certain that all involved have a firm understanding of the parking needs downtown and the factors contributing to any deficit conditions. From this we can then begin the process of making recommendations to meet the near term and long term needs.

### Task 9 - Site Analysis New Parking

Based on the preliminary program developed in Task 8, we will evaluate sites for new parking lots and/or structures. This will include an analysis of the following:



1. evaluate each site - dimensions, topography, utilities, etc.,
2. evaluate existing traffic flow and patterns to and from each site,
3. study pedestrian flows from each site to the various demand generators,
4. study access from surrounding streets and proposed entry/exit locations in potential lots and/or structures,
5. evaluate environmental and historic site impacts,
6. evaluate sites with respect to any demolition requirements,
7. evaluate sites with respect to property ownership and acquisition requirements,
8. identify sites that are existing parking lots and the resulting net add impact.

We would also suggest inviting the public to a portion of the Interactive Planning Process to discuss their issues, let them observe how sites are analyzed, and explain why certain sites are considered and others are not.

It has been our experience that including the public in this process will further help us gain consensus on a final improvement plan.

We propose that a two day Interactive Planning Session be held during the site analysis phase to involve the City/LCDC and others or the Parking Study Committee if one is put in place. During the IPS we will confirm the program above, and validate sites for new parking. Prior to this process we anticipate that many of the valid sites will be reviewed among the consultant team and City/LCDC project manager or study committee.



For each site alternative we will discuss the following:

1. design feasibility,
2. impact on surrounding businesses,
3. impact on relationship to existing & proposed transit operations,
4. impact on traffic circulation and accessibility,
5. ability of the adjacent streets to handle additional traffic volume,
6. relationship of the parking to areas of existing and future parking demand,
7. ability of parking to enhance future economic development,
8. general site accessibility,
9. location to current and potential demand generators,
10. projected land acquisition and relocation costs,
11. ability of site location to enhance feasibility of mixed-use opportunities,
12. existing parking lost to structure(s) (net add if site is existing lot).

### Task 10 - Cost Analysis

For the parking improvements we will prepare preliminary cost estimates. These estimates will include both capital costs and operating costs.



For new parking facilities the project Costs will be less any additional funds that could be contributed to the project to offset the total project costs. These funds could come from reserves, state and/or federal sources, grants, revenue from the sale or lease of commercial space within the proposed structure(s), in lieu fee funds, etc.

The *Finance Costs* will also be prepared and include interest expenses, any interest income derived, bond counsel expenses as well as applicable financing fees. The resulting annual debt service amount will be based on the total amount of bonds at current market rate and an appropriate amortization.

*Operating Costs* will be based on our review of the current operations, and will include labor, materials, maintenance and debt service costs, plus annual capital improvements needs.

### Task 11 - Pro Forma Analysis

This task encompasses the body of work necessary to measure the sufficiency of the current parking operations and rate structure to produce the amount of revenue needed to meet current and projected operating requirements and capital improvement investments. This task is broken down into three steps.

#### A. Operation Cost Analysis

Operating expenses will be projected based on historical increases and changes discussed with the City/LCDC for the next 10 years. The operating expenses will also include routine maintenance, repair and replacement items. Any new parking areas or changes to the parking system will also be factored into the projected operating expenses.

#### B. Revenue Analysis and Projections

Preliminary revenue projections will be prepared based on current utilization of the City/LCDC's parking areas and future projections of utilization based on changes in utilization, changes in the City/LCDC's parking areas and changes in rates and fines.

#### C. Preliminary 10 Year Pro Forma Analysis

The 10-year pro forma will be completed. If deficits occur or debt obligations are not met at any given year, options will be evaluated for changes to meet system requirements.



## Task 12 - Final Report / Meeting

A draft final report will be prepared and submitted to the City/LCDC for review. Any modifications required as a result of this review will be made and the Final Report completed. We will make two formal presentation of the Final Report, one of those a public meeting to review the recommendations with stakeholders. The overall recommendations will form a Parking Improvement Program including, but not limited to:

### A. Near-Term Recommendations

1. Improve perception of parking i.e. signage, security, maintenance, marketing and promotional activities.
2. Increase parking supply through improved efficiency in existing areas.
3. Parking generation rates for mixed-use & residential development.
4. Modify parking system space allocation.
5. Changes to parking ordinances, zoning, etc.
6. Expand existing parking lots or consider sites for new structure.
7. Parking system management / operations improvements, policies, regulations, procedures, enforcement, etc.
8. Parking mitigation strategies.
9. Implementation (timing, sources, costs, funding).

### B. Mid-Term Improvements

1. Identify need for new parking based on needs and development activities.
2. Consider land banking - surface parking now - structured parking in the future.
3. Financial impact, financing alternatives.
4. Vehicle and pedestrian traffic concerns.
5. Implementation (timing, sources, costs, funding).
6. Changes to Fee in Lieu of program

### C. Long-Term Improvements

1. Identify new parking to be implemented based on revised supply / demand analysis.
2. Demolition of existing structure and replace with new parking, commercial development or combined mixed-use structure.
3. Site concerns for surface and structured parking options.
4. Parking mitigation measures (shuttle remote parking, vanpool, etc.).
5. Financial impact, financing alternatives.
6. Implementation (timing, sources, costs, funding).

## Attachment C

# GO LIST COEUR D'ALENE

Rich and Associates has compiled the following list of desired data and information to help in early planning before commencing on the parking study.

1. **Publicize Study** - Once the dates for the fieldwork have been established, public notification of the study through newspapers or other media should be done to make the community aware that our staff will be conducting surveys and interviews.
2. **Listing of key individuals/organizations that should be met with during the study** - Please provide us with a list of the stakeholders along with contact names and phone numbers.
3. **Maps** – Most recent GIS mapping and associated layers and attributes.
4. **Aerial Photographs** - Most recent digital ortho photography.
5. **Building Inventory** – A printout or digital file of each building/business name and the building square footage, use and occupancy.
6. **Zoning information** - Current code (regarding parking).
7. **Assessment District or Fee In Lieu Of Parking** - Please provide any information that you may have regarding current assessment districts or in Lieu of fees, if applicable.
8. **Parking System Revenue/Expense information for the last two years.** - If possible, a meeting should be scheduled with the parking enforcement staff during the week of the fieldwork to discuss their observations. In addition to the information above, enforcement information such as:
  - Enforcement staff schedules, collection schedules, routes, number of tickets written by person or route if possible by month for the last 24 months should be provided. What is current fine schedule? Where does fine revenue go? How does enforcement work i.e. handhelds (type)?
  - Parking revenue for last two years by revenue type (hourly, meter, permit, fines etc.) and by location (individual lots, structures, on street etc). If this enforcement has been kept by month, please provide.
  - Date and amount of last two rate increases for meters, lots, structure and fines.
  - Expenses - A breakdown of parking system expenses for the last two (2) years (if possible).
  - Is there any outstanding debt related to parking, and if so what is the amortization schedule, are there bond covenants, and could we have a copy of any offering/official statements?
  - Where does the net parking revenue go, general fund?
9. **Parking Policy Framework Document** – If applicable, any statements or policy documents that you would like the study to adhere to.

10. **Downtown Development Plans** - Summary of planned downtown developments, including location, land use, status and timeframe of likely development.
11. **Planning Documents** –Community Master Plans, Sub-Area plans, and other studies relating to transportation, parking or community development.





## Projected Timetable/Schedule for Completion

### Anticipated Time-Line

The overall time frame that we are anticipating for this project is approximately 16 weeks. Depending on review time by the City/LCDC, we will be committing to complete this parking study and delivery to the City/LCDC a comprehensive parking program by the end of July 31, 2007. This assumes a project start date of March 26, 2007.

Below is a brief overview of our schedule by tasks outlined above.

|                  |                                    | Month |  |  |  | March |   |   |   | April |   |   |   | May |   |   |   | June |   |   |   | July |   |   |   |
|------------------|------------------------------------|-------|--|--|--|-------|---|---|---|-------|---|---|---|-----|---|---|---|------|---|---|---|------|---|---|---|
|                  |                                    | Week  |  |  |  | 0     | 0 | 0 | 1 | 1     | 2 | 3 | 4 | 1   | 2 | 3 | 4 | 1    | 2 | 3 | 4 | 1    | 2 | 3 | 4 |
| <b>Phase One</b> |                                    |       |  |  |  |       |   |   |   |       |   |   |   |     |   |   |   |      |   |   |   |      |   |   |   |
| Task 1           | Kick Off Meeting                   |       |  |  |  |       |   |   | M |       |   |   |   |     |   |   |   |      |   |   |   |      |   |   |   |
| Task 2           | Field Research and Data Collection |       |  |  |  |       |   |   |   |       |   |   |   |     |   |   |   |      |   |   |   |      |   |   |   |
| Task 3           | Parking Demand Projections         |       |  |  |  |       |   |   |   |       |   |   |   |     |   |   |   |      |   |   |   |      |   |   |   |
| Task 4           | Preliminary Report/Meeting         |       |  |  |  |       |   |   |   |       |   |   |   | M   |   |   |   |      |   |   |   |      |   |   |   |
| <b>Phase Two</b> |                                    |       |  |  |  |       |   |   |   |       |   |   |   |     |   |   |   |      |   |   |   |      |   |   |   |
| Task 6           | Parking Operations & Management    |       |  |  |  |       |   |   |   |       |   |   |   |     |   |   |   |      |   |   |   |      |   |   |   |
| Task 7           | Rate Review Other Communities      |       |  |  |  |       |   |   |   |       |   |   |   |     |   |   |   |      |   |   |   |      |   |   |   |
| Task 7           | Existing Parking Improvements      |       |  |  |  |       |   |   |   |       |   |   |   |     |   |   |   |      |   |   |   |      |   |   |   |
| Task 8           | New Parking Analysis               |       |  |  |  |       |   |   |   |       |   |   |   |     |   |   |   |      |   |   |   |      |   |   |   |
| Task 9           | Site Analysis, New Parking         |       |  |  |  |       |   |   |   |       |   |   |   |     |   |   |   |      |   |   |   |      |   |   |   |
| Task 10          | Cost Analysis                      |       |  |  |  |       |   |   |   |       |   |   |   |     |   |   |   |      |   |   |   |      |   |   |   |
| Task 11          | Pro-Forma Analysis                 |       |  |  |  |       |   |   |   |       |   |   |   |     |   |   |   |      |   |   |   |      |   |   |   |
| Task 12          | Final Report/Meeting               |       |  |  |  |       |   |   |   |       |   |   |   |     |   |   |   |      |   |   |   |      |   |   |   |

**GENERAL SERVICES COMMITTEE  
M E M O R A N D U M**

DATE: MAY 3, 2007

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

RE: AUTHORIZING AN AGREEMENT FOR AN INTENT TO LEASE A PORTION OF  
CITY-OWNED LAND ON FRUITLAND LANE WITH ST. VINCENT DE PAUL  
FOR AN AFFORDABLE HOUSING PROJECT

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**DECISION POINT:** To authorize an agreement for an intent to lease a portion of city-owned property on Fruitland Lane to St. Vincent de Paul for an affordable housing project.

**HISTORY:** The City of Coeur d'Alene listed as one of its top ten strategic goals for this year finding ways to implement affordable housing. St. Vincent De Paul has contacted staff with an opportunity to collaborate on an affordable housing project. St. Vincent De Paul is in the process of completing a grant application to the HUD 811 program for subsidized housing, for \$1.3 million. The grant includes a commitment of 40 years of subsidization of rents. The project will include 15 units for very low income citizens. The housing needs assessment conducted by BBC in October 2006, included six goals/recommendations for the City to assist with affordable housing. Goal number 2 states that the City should "[d]evelop more deeply subsidized rental units, including affordable senior rentals and housing with supportive services." The report continues by stating that the City should facilitate the development of 200 units of deeply subsidized rental housing. The City has property located on Fruitland Lane (outlined on the attached map) that is appropriate for this type of project. While the City would continue to own the land, leasing a portion of that land to St. Vincent de Paul will strengthen their grant application. This project will be a flagship project for the community. The attached agreement of intent to lease land outlines information needed for the grant application. In the meantime, staff will work out the terms of a land lease that will ensure affordability of the units into the future.

**FINANCIAL ANALYSIS:** Currently no hard costs would be associated with this item, since the property is owned by the City. There may be some future partnership opportunities wherein the City could allocate funds.

**PERFORMANCE ANALYSIS:** In an effort to continue implementing strategies for affordable housing, this opportunity to collaborate with St. Vincent De Paul is a great project to target subsidized housing for the very low-income population.

**DECISION POINT:** To authorize an agreement for intent to lease a portion of city-owned property on Fruitland Lane to St. Vincent de Paul for an affordable housing project.

RESOLUTION NO. 07-039

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT OF INTENT TO LEASE CITY OWNED PROPERTY ON FRUITLAND LANE TO ST. VINCENT DE PAUL FOR AN AFFORDABLE HOUSING PROJECT.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene authorize an Agreement of Intent to Lease City owned property on Fruitland Lane to St. Vincent de Paul for an affordable housing project, a copy of which lease agreement is attached hereto as Exhibit "A" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to authorize such Agreement of Intent to Lease; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City authorize the Agreement of Intent to Lease with St. Vincent de Paul.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute such Agreement of Intent to Lease on behalf of the City with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

DATED this 15<sup>th</sup> day of May , 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 MCEVERS Voted \_\_\_\_\_

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

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

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

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

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

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

## **AGREEMENT OF INTENT TO LEASE**

This Agreement ("Agreement") is entered into this 15<sup>th</sup> day of May, 2007, by and 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 "CITY," and **ST. VINCENT DE PAUL**, an Idaho non-profit organization whose address is 108 East Walnut, Coeur d'Alene, Idaho 83814.

### **RECITALS**

A. The CITY is the owner of the real property, described as:

Lot 1, Block 1 in the E ½ Section 2 T 50 N, R4 W, Boise Meridian, portions TR 46,47, 48, 49 Fruitlands Addition Acre Tracts, Coeur d'Alene, Kootenai County, Idaho.

- B. In connection with the construction of a HUD 811 Housing Project (the "Project") on a portion of the Property, the CITY intends to lease the Property to ST. VINCENT DE PAUL, or its designated single-asset corporation, with revisions as required by HUD to satisfy the terms of the HUD 811 program.
- C. It is the intent of the parties to negotiate the terms of the Lease, which shall be for a duration of no less than Fifty (50) years with a twenty-five (25) year renewal provision, then present the Lease to the City Council, unless the project is unable to be funded.
- D. It is agreed that the terms of the Lease will include a consideration of One Dollar per year, and other terms finalized with participation from HUD.
- E. It is understood that a new single-asset entity corporation must be formed to be the owner of the building to be constructed under the HUD 811 program, and that the lease will be assigned to that new corporation prior to HUD's Initial Closing.
- F. For good and valuable consideration, receipt of which is hereby acknowledged, the CITY agrees to enter into the Lease with ST. VINCENT DE PAUL, or its designated single-asset corporation and ST. VINCENT DE PAUL agrees to enter into the Lease with the CITY after the CITY receives notice from ST. VINCENT DE PAUL that the Project has qualified for funding by the Department of Housing and Urban Development for an 811 allocation.
- G. This Agreement will be terminated by the CITY only if ST. VINCENT DE PAUL is not awarded funding under HUD 811 program.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned have executed this Agreement as of the date set forth above.

CITY OF COEUR D'ALENE  
KOOTENAI COUNTY, IDAHO

ST. VINCENT DE PAUL

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

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

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

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

On this 15<sup>th</sup> day of May, 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 \_\_\_\_\_)  
\_\_\_\_\_) ss.  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of May, 2007, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, of **St. Vincent de Paul**, and the person who executed the foregoing instrument on behalf of said \_\_\_\_\_, and acknowledged to me that such \_\_\_\_\_ 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: \_\_\_\_\_

Ptn  
Schreiber Add

FUTURE R/W

Fruitlands Add Acre Tracts

FRUITLAND IN

C-5007

Ann's Add  
C-0200

NEIDER AVE

Clark Add

PARCEL

Clark Add

C-1668

Fruitland Add

NEIDER AVE

FRUITLAND (C-4050)

Tidymans'

C-9160

Souza Add

C-8345

Birchwood  
Condo's

C-9740

C-4725

#70138

#12682

#4876

#55



**May 7, 2007**  
**PUBLIC WORKS COMMITTEE**  
**MINUTES**

**COMMITTEE MEMBERS PRESENT**

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

**CITIZENS PRESENT**

None

**STAFF PRESENT**

Warren Wilson, Chief Deputy City Attorney  
Jim Markley, Water Superintendent  
Amy Ferguson, Committee Liaison  
Jon Ingalls, Deputy City Administrator  
Dave Shults, Capital Program Mgr

**Item 1            Huetter's Request to De-Annex Well Site from City Boundaries**

Warren Wilson, Deputy City Attorney, presented a request to de-annex the Huetter well site from city boundaries. Mr. Wilson explained in his staff report that the City of Huetter owns a well site that was annexed into Coeur d'Alene's city limits and then platted along with the development of Mill River. The City of Huetter is now requesting that Coeur d'Alene de-annex the property so that Huetter can then annex the property into their city limits. Idaho Code allows a city to exclude territory from its city limits provided that the excluded property is not relieved of its obligation for any outstanding indebtedness such as bonds, improvement districts, etc. Mr. Wilson stated that in this instance, the subject property has no outstanding indebtedness. In addition, the proposal has been reviewed by staff and it has been determined that the de-annexation will have no impact to the City of Coeur d'Alene.

**MOTION:        RECOMMEND Council that direct staff to prepare the appropriate ordinance to de-annex the Huetter well site from city boundaries.**

**Item 2            Change Order #9 to Agreement with Contractors Northwest for Polymer Equipment Installation**

Dave Shults, Capital Program Manager, presented a request to approve Change Order #9, for an increased cost of \$60,696 to the City's agreement with Contractors Northwest, Inc. for a total construction contract amount of \$11,792,805. Mr. Shults explained in his staff report that Contractors Northwest has agreed to assist with the installation of the replacement polymer equipment purchased by the Wastewater Department. Funding for the proposed installation costs, as well as the cost of HDR Engineering design and inspection, and the cost of the equipment pre-purchased from Siemens Water Technologies, will be from the Wastewater utility's equipment replacement reserve fund. Mr. Shults explained that using the services of Contractors Northwest, who are already familiar with the affected plant facilities and will conduct the work according to the terms of the Phase 4B specifications, will save time and be more cost effective than hiring another contractor to perform the work.

**MOTION:        RECOMMEND Council approval of Resolution No. 07-\_\_\_ approving Change Order #9 in the amount of \$60,696 to the City's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$11,792,805.**

**Item 3            Approval of Bids for NE Pressure Enhancement Check Valves**  
**Consent Calendar**

Jim Markley, Water Superintendent, presented a request for Council approval of a contract with SI Construction, LLC for the installation of four additional check valves to provide adequate fire flow. Mr. Markley explained in his staff report that after the initial design and bid of the NE Pressure Enhancement

Project, staff and the engineer reviewed the system maps to determine the most logical locations for water main isolations to separate the High Zone and General Zone with the fewest dead end mains. After the review, it was determined that the City was left with four mains that will end up as dead ends as a result of the system separation. With the installation of check valves between the two zones, the fire flow will be increased to the point of meeting or exceeding the required demand for each area. Mr. Markley stated that the project contractor, Red Diamond, did not wish to perform the additional work as they had large projects waiting, we additional bidders were invited. Staff received three bids with the lowest bid of \$28,588 being from SI Construction, LLC, which is in addition to the cost of the original project.

**MOTION: RECOMMEND Council approval of Resolution No. 07-\_\_\_ approving a construction contract with SI Construction, LLC for the additional installation of four check valves to enhance fire flows.**

The meeting adjourned at 4:25 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison

**GENERAL SERVICES COMMITTEE  
STAFF REPORT**

DATE: May 10, 2004

FROM: Warren Wilson, Deputy City Attorney

SUBJECT: Huetter's Request to De-Annex Well Site from City Boundaries.

-----

**DECISION POINT:**

Provide a recommendation to the full council regarding whether to de-annex Huetter's well site from city boundaries.

**HISTORY:**

The City of Huetter owns a well site that was annexed into Coeur d'Alene's city limits and then platted along with the development of Mill River. The City of Huetter is now requesting that Coeur d'Alene de-annex the property so that Huetter can then annex the property into their City limits. Idaho Code section 50-225 allows a city to exclude territory from its city limits provided that the excluded property is not relieved of its obligation for any outstanding indebtedness such as bonds, improvement districts etc. In this instance, the subject property has no outstanding indebtedness. Following passage of the ordinance excluding the territory, a certified copy of the ordinance and a revised boundary map must be filed with the County and State Tax Commission so that Coeur d'Alene's taxing boundaries may be revised. The City of Huetter will be responsible to produce the new map and City boundary description.

**FINANCIAL ANALYSIS:**

The proposed de-annexation will not have a financial impact on the City.

**PERFORMANCE/QUALITY OF LIFE ANALYSIS:**

This decision should not alter the quality of life for residents, since the area to be de-annexed. The subject property is on the edge of the city limits (adjacent to the City of Huetter). Because of this location there will be no impact on the City's delivery of services to existing and future City residents. Nor will this action impact the City's ability to complete future annexations in this area.

**DECISION POINT/RECOMMENDATION:**

Recommend to the full City Council that the Huetter well site be excluded from the city limits.



March 27, 2007

Warren Wilson, Deputy City Attorney  
Legal Department  
Coeur d'Alene City Hall  
710 E. Mullan Avenue  
Coeur d'Alene, Idaho 83814



Post Office Box 5203  
Coeur d'Alene, Idaho 83814

Telephone: 208-660-3466  
Toll-free: 866-511-1500  
Fax: 208-664-5350  
Email: [art@macomberlaw.com](mailto:art@macomberlaw.com)  
Web: [www.macomberlaw.com](http://www.macomberlaw.com)

Re: City of Huetter well property, Parcel No. C-6112-008-0020

Dear Mr. Wilson,

I am writing to you today as a result of our conversation of March 26, 2007, related to the City of Huetter's well property in the Mill River area. I represent the City of Huetter in this matter.

The City of Huetter is proceeding with plans to upgrade its water and sewer systems. As you know, due to several somewhat confusing and undocumented oral agreements and land swaps with various entities, including the City of Coeur d'Alene and Neighborhood, Inc., Huetter currently has no secondary water source. Huetter's secondary well was transferred as part of the Mill River property and capped as a result of development there. This resulted in Huetter and Coeur d'Alene negotiating an agreement for Coeur d'Alene to supply Huetter with water during emergencies. Currently, Huetter remains dependent on this agreement for emergency water supplies.

Desiring to move forward, the City of Huetter recently determined that its well property, Parcel Number C-6112-008-0020, which is located on the western edge of the Mill River First Addition directly abutting the City of Huetter, was annexed into the City of Coeur d'Alene pursuant to Ordinance 3119. That Ordinance was dated June 17, 2003, and recorded October 6, 2003, using Instrument Number 1833865.

The City of Huetter was under the impression from Cheri Howell and Neighborhood, Inc. that its well property was to be included in the Mill River First Addition plat only for the temporary convenience of the developer and Coeur d'Alene in the creation of that plat, but that it would be transferred back to the City of Huetter prior to Coeur d'Alene annexing the Mill River territory so that the well property remained outside the City of Coeur d'Alene and in Kootenai County territory. According to records at the Kootenai County Recorder's Office, this did not occur. As agreed, the well property was transferred back to the City of Huetter's ownership and recordation of that conveyance

occurred on September 15, 2005 using Instrument Number 1980421, but the property remains inside the City of Coeur d'Alene pursuant to Ordinance 3119.

While it appeared that the Mill River Second Addition plat recorded September 28, 2005, may have excluded Huetter's well property from the City of Coeur d'Alene, the current annexation map in the City of Coeur d'Alene Growth Services office shows the well property as inside the annexed boundary.

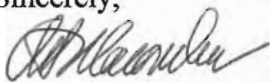
Conversely, the current City of Coeur d'Alene zoning map both online and posted on the wall downstairs at City Hall shows the well property as white color, and not zoned in the stripped color of R-17 as the neighboring Mill River property is zoned. See <http://www.coeurdaleneidaho.org/mod/userpage/images/ZONINGMAP.pdf>, which I accessed March 27, 2007.

I have not been able to view all the records in this matter, especially those held in City files, but I conclude that the well property is now inside the City of Coeur d'Alene city limits as annexed by Ordinance 3119, unless an internal records error has occurred following a corrective ordinance such that City of Coeur d'Alene offices can cure the situation with the Kootenai County Recorder's Office without need for a de-annexing ordinance.

Barring an error the City of Coeur d'Alene may be able to correct without an ordinance, and pursuant to Idaho Code section 50-225, the City of Huetter requests the City of Coeur d'Alene exercise its powers to pass an ordinance altering its boundaries to de-annex the well property parcel. At the appropriate time and upon notification from you, I will plan to attend the City Council meeting addressing the de-annexation.

Please contact my office should you have questions about this request.

Sincerely,

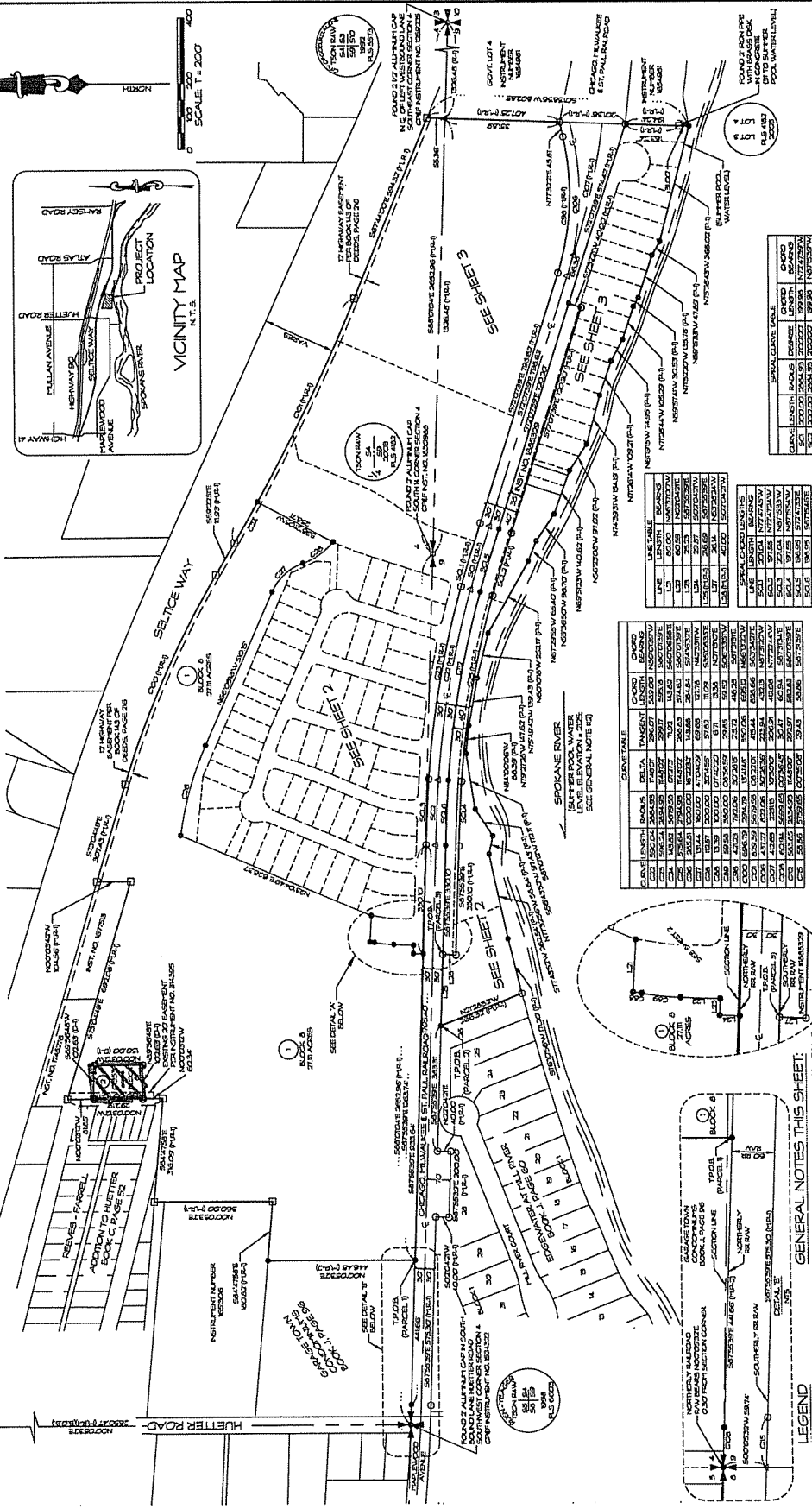


Arthur B. Macomber  
Attorney at Law

cc: Mayor Meeks  
Huetter City Clerk

## MILL RIVER FIRST ADDITION

A REPLAT OF LOT 27, BLOCK 1 OF EDGEWATER AT MILL RIVER AS RECORDED AT BOOK J OF PLATS, PAGE 60, AND THE PORTION OF THE CHICAGO, MILWAUKEE, & ST. PAUL RAILROAD AS DESCRIBED IN A QUITCLAIM DEED RECORDED AS INSTRUMENT NUMBER 1865328, AND A PORTION OF THE SOUTH HALF OF SECTION 4, AND A PORTION OF GOVERNMENT LOTS 1, 2, & 3, SECTION 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.



Lake City Engineering, Inc.

3221 North Huester Road Coeur d'Alene, Idaho 83814

Phone: (208) 676-0230	Fax: (208) 676-0610
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DATE: 5/10/05 SCALE: 1" = 200' SHEET 1 OF 1

FILE SPEC	5 SHEETS
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DES	DATE:	EXPLOS	"CRESTNPLATING	U
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RECORD OF SURVEY PREPARED BY LAKE CITY ENGINEERING,  
INC., 1001 WEST 1ST AVE., SUITE 201,  
KOOTENAI COUNTY, D.A.M.O.  
PLAT OF EDgewater AT MILL RIVER PREPARED BY LAKE CITY  
ENGINEERING, INC., AND RECORDED IN BOOK 1, OF PLATS AT  
PAGE 60, RECORDS OF KOOTENAI COUNTY, D.A.M.O.  
PLAT OF GARAGE TOWN CONCERNING THE RECORD OF PLATS  
AT PAGE 186, RECORDS OF KOOTENAI COUNTY, D.A.M.O.  
QUICK-CLAY DEED RECORDED AS INSTRUMENT NUMBER  
1939564, RECORDS OF KOOTENAI COUNTY, D.A.M.O.

[illegible][illegible]

## PUBLIC WORKS COMMITTEE STAFF REPORT

**DATE:** May 7, 2007  
**FROM:** David E. Shults, Capital Program Manager *Des*  
**SUBJECT:** Change Order #9 to Agreement with Contractors Northwest for Polymer Equipment Installation

=====

### DECISION POINT:

The City Council is requested to approve Change Order #9, for an increased cost of \$60,696 to the City's agreement with Contractors Northwest, Inc. for a total construction contract amount of \$11,792,805.

### HISTORY:

Contractors Northwest is currently completing all remaining punchlist work to conclude the City's wastewater treatment plant Phase 4B upgrade project, and has agreed to assist with the installation of the replacement polymer equipment purchased by the wastewater department. Proposed Change Order #9 has been negotiated to provide the services by the team of subcontractors who are readily familiar with the affected plant facilities, and who will conduct the work according to the terms of the Phase 4B specifications. Funding for the proposed installation costs outlined on C.O. #9 will be from the wastewater utility's equipment replacement reserve fund, as will be the cost of HDR Engineering design and inspection, and the cost of the equipment prepurchased from Siemens Water Technologies.

### FINANCIAL ANALYSIS:

Polymer Equipment Purchase	205,620
HDR Engineering Design and Inspection	20,000
CNI Installation Change Order #9	60,696
Welding	2,000
<u>5% contingency</u>	<u>3,135</u>
Total Polymer Equipment Replacement	291,451

Budget: 2005/2006 City Budget 60,000  
(Started the project in 05/06, but carried over unexpectedly into current FY06/07.)

Funding: Sufficient cash reserves exist for this purpose in the Wastewater Fund

### DISCUSSION:

Replacement of the polymer mixing, storage, and delivery system is necessary for reliable and efficient dewatering of the wastewater biosolids. Polymer added to the biosolids allows maximum dewatering, which, in turn, reduces the volume of biosolids and bark handled and stored at the compost facilities. The estimated cost is greater than initially anticipated due to many factors, including increased size, redundant pumps, cost inflation, extra installation costs for relocating various components in available spaces, and engineering and contractor assistance. Using services of the existing Phase 4B consultant and contractor saves time and expense for the utility for packaging and procuring the services outside or after the Phase 4B project.

**DECISION POINT/RECOMMENDATION:**

The City Council is requested to approve Change Order #9, for an increased cost of \$60,696 to the City's agreement with Contractors Northwest, Inc. for a total construction contract amount of \$11,792,805.

Attachment

des1212



RESOLUTION NO. 07-040

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING CHANGE ORDER #9 TO THE AGREEMENT WITH CONTRACTORS NORTHWEST, INC., FOR THE PHASE 4B UPGRADE AND EXPANSION PROJECT.

WHEREAS, the City of Coeur d'Alene pursuant to Resolution No. 05-028 entered into an Agreement dated the 19<sup>th</sup> day of April, 2005 with Contractors Northwest, Inc., for the Wastewater Treatment Plant Phase 4B Upgrade and Expansion Project pursuant to advertised bidding specifications; and

WHEREAS, it has been determined that modification is necessary, the Wastewater Department has requested that the City of Coeur d'Alene approve Change Order #9 for the FY 06/07 at an additional cost of \$60,696.00, a copy of which change order is attached hereto marked Exhibit "A" and by reference made a part hereof, thereby increasing the total contract price to \$11,792,805.00; and

WHEREAS, the City Council deems it to be in the best interests of the City of Coeur d'Alene and the citizens thereof to approve such Change Order; NOW, THEREFORE,

BE IT RESOLVED, that the Mayor and City Council of the City of Coeur d'Alene hereby agree to the requested Change Order #9 in the scope of the original specifications and agreement with Contractors Northwest, Inc., as set forth above, a copy of which Change Order #9 is attached hereto as Exhibit "A" and by reference made a part hereof.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute any and all documents necessary to effect such change order on behalf of the City of Coeur d'Alene.

DATED this 15<sup>th</sup> day of May, 2007.

---

Sandi Bloem, Mayor

ATTEST:

---

Susan K. Weathers, City Clerk

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

ROLL CALL:

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

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

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

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

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

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

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



ONE COMPANY | *Many Solutions™*

08042 ..24390/5.2.10/C.O. #9

May 2, 2007

Mr. Dave Shults, Capital Program Manager  
City of Coeur d'Alene Wastewater Division  
710 E. Mullan Ave.  
Coeur d'Alene, Idaho 83814

**RE: City of Coeur d'Alene Wastewater Treatment Plant  
Phase 4B Upgrade and Expansion Project  
Change Order No. 9**

Dear Dave:

Please find attached, for your review and approval, the recommended Change Order No. 9 for the above referenced project. This Change Order incorporates the addition of CPR #65A involving the Polymer System Upgrade and provision of a time extension to the final completion date of the contract, to enable the Contractor to complete the remaining site paving and area landscaping tasks as well as installation of the new polymer system in the Solids building.

This Change Order No. 9 (CPR65A) was sent out to Contractors Northwest, Inc for the installation of the Owner-supplied Dry Polymer Equipment that is expected to be delivered to the City of Coeur d'Alene WWTP on or before June 6, 2007. The CPR work, at an additional cost of \$60,696 to the project, involves the addition of demolition of existing dry polymer system, installation of assorted piping and conduit, installation of a new door in the polymer storage room, and installation, integration and startup of new polymer equipment that will be used for the solids dewatering processes.

To avoid extra demolition to the exterior walls of the Solids Building, the City of Coeur d'Alene elected to request that the new polymer storage tank that must be installed in the upper level of the Solids Building be supplied in two pieces that can be moved into the building through existing doorways. These stainless steel pieces will then need to be welded together in-place to form this permanent storage tank. To save additional project costs, it was recommended to the City that this welding be performed by a separate contractor, under a time and materials work arrangement that will be coordinated by the City. A separate purchase order will be executed to perform this additional welding work.

HDR Engineering, Inc.

Re: Resolution No. 07-040

1715 South Reserve  
Suite C  
Missoula, MT 59801-4708

Phone: (406) 532-2200  
Fax: (406) 541-8131

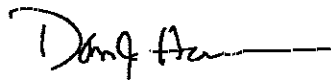
Exhibit [www.hdrinc.com](http://www.hdrinc.com)

An additional 170 calendar days to be added to the project Final Completion date is recommended as part of this Change Order, to enable the Contractor to complete the remaining polymer installation work. This Contract time modification results in a Final Project completion date on or before June 30, 2007. We have discussed project completion with the Contractor, and are assured that all remaining project punch list items will be addressed prior to this date.

I trust that the above description and attached support documentation provides sufficient summary of the changes associated with Change Order No. 9. Please contact me immediately if you require additional explanation or information.

Sincerely;

HDR ENGINEERING, INC.

A handwritten signature in black ink, appearing to read "Dan J. Harmon", followed by a horizontal line.

Dan J. Harmon, P.E.  
Project Engineer

c. Tom Hanou/Chris Kelly, HDR

## CHANGE ORDER NO. 9

**OWNER:** City of Coeur d'Alene, ID

**DATE:** May 2, 2007

**CONTRACTOR:** Contractors Northwest, Inc.

**HDR NO** 08042-038-103/.24390

**PROJECT:** City of Coeur d'Alene Wastewater Treatment Plant  
Phase 4B Upgrade and Expansion

**CONTRACT DATE:** May 19, 2005 NTP

It is agreed to modify the Contract referred to above as follows:

Provide all labor and materials necessary for installation of the work outlined in CPR Items 65A. The cost summary of this Contract modification is as follows:

<u>CPR/PCO</u>	<u>Description</u>	<u>Cost</u>
65A	Polymer System Upgrade	\$60,696
	Change Order No. 9	Total Amount \$60,696

### PART 1 - CHANGE ORDER SUMMARY

<b>Original Contract Price:</b>	<b>\$10,949,000</b>
Contract Price prior to this Change Order	\$11,732,109
Net Increase/Decrease of this Change Order	<u>\$ 60,696</u>

**Revised Contract Price with All Approved Change Orders** **\$11,792,805**

#### Contract Time:

	<b>Bid Item No. 2 Substantial Completion</b>	<b>All Other Work Substantial Completion</b>	<b>Final Completion of All Work</b>
Contract Time Prior to this Change Order	347 Calendar Days	545 Calendar Days	620 Calendar Days
Net Increase of this Change Order	0 Calendar Days	0 Calendar Days	170 Calendar Days
<b>Revised Contract Time With All Approved Change Orders</b>	<b>347 Calendar Days</b>	<b>545 Calendar Days</b>	<b>790 Calendar Days</b>

Additional contract time has been included in this Change Order to address the time extension needed for completion of the polymer equipment installation and final project closeout on or before June 30, 2007.

**PART 2 - CHANGE ORDER APPROVAL**

This Change Order, when executed by the parties to the Contract, amends the Contract and, as so amended, all terms and conditions of the Contract remain unchanged and in full force and effect. Payment and any time extension provided in this Change Order are full and complete compensation to the Contractor for the change(s) to the work, deleted work, modified work, direct or indirect impact on the Contractor's schedule, and for any equitable adjustment or time extension existing at the time of the execution of this Change Order to which the Contractor may be entitled, pursuant to the Contract between the Owner and Contractor or any other basis whatsoever. The changes included in this Change Order are to be accomplished in accordance with the terms, stipulations and conditions of the original contract as though included therein

Accepted for Contractor By: \_\_\_\_\_ Date: \_\_\_\_\_, 2007

Approved for HDR Engineering By:  \_\_\_\_\_ Date: May 2, 2007

Approved for Owner By: \_\_\_\_\_ Date: \_\_\_\_\_, 2007

Distribution: Owner, Contractor, Office, Field, Other

Contractor: **CONTRACTORS NORTHWEST, INC.**

Project: **CDA WWTP Phase 4B Upgrade and Expansion**

PCO 65 - Polymer System Rev. 1

**Scope of change:**

Per CPR 65A, the old polymer system will be demo'd and the new system will be installed. This includes piping work that will be performed by Ramsey Plumbing (quote attached) and electrical work that will be performed by Electric 1 (quote attached). This quotation is subject to all clarifications as listed by the subcontractors quotes.

CNI's portion includes demolition of the existing system and concrete pads, installation of new concrete pads, installation of Owner furnished SST tank, and supply and installation of new door, frame, and hardware. All welding of the tank including weld pickling and passivation is to be done by the Owner. CNI will also coordinate subcontractors and set Owner furnished equipment.

CNI has excluded any weld inspection fees for this scope of work. All inspections to be by Owner / Engineer. This price was revised to reflect the deletion of 2 electrical buckets and for the Owner to do all welding, pickling, and passivation.

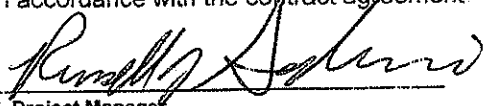
**RECAP OF CHANGE ORDER PRICING DETAIL.**

Total Charges for Labor and Labor Burden - from page two (2)	\$13,543.00
Total Charges for Material - from page two (2)	\$2,142.01
Total Charges for Equipment - from page two (2)	\$675.00
Total Allowable Charges for Subcontractors - from page two (2)	\$42,837.90
Total Allowable Charges for time impacts - from page two (2)	\$0.00
Subtotal	\$59,197.91
Bond - rate of 1.13 %	\$668.94
Liability Insurance - rate of .75%	\$443.98
All Risk Insurance - rate of .65%	\$384.79
<b>TOTAL CHARGES FOR CHANGE ORDER PER CONTRACT</b>	<b>\$60,696</b>

**Contract Pricing Certification:**

We hereby certify that the pricing in this change order proposal is current, accurate, and in accordance with the contract agreement.

CNI

Submitted by:   
Russ Twardowski, Project Manager

Date Submitted: April 19, 2007

HDR

Recommended for Payment by: 

Date Approved: 5/2/2007

Owner

Approved by: \_\_\_\_\_

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

LABOR			
Detailed Labor Take-off			13543.00
Labor Burden	39.00%		Included
Labor Markup	Percentage	20.00%	Included
<b>TOTAL LABOR CHARGES FOR CHANGE ORDER PER CONTRACT</b>			<b>13543.00</b>

MATERIAL			
Material from detailed material Take-off sheets			1258.00
Other direct material not Specifically included in detailed take-off - Consumables, etc.			0.00
Freight from vendor to job sit if not already included in above material costs.			0.00
Applicable Sales Tax on Material Costs	5.00%		62.90
Small Tools Cost ( based on raw labor cost )	4.00%		541.72
Materials Markup	Percentage	15.00%	279.39
<b>TOTAL MATERIAL CHARGES FOR CHANGE ORDER PER CONTRACT</b>			<b>2142.01</b>

EQUIPMENT			
Equipment from detailed materials take off sheets			675.00
Equipment Description	Est Usage	Rate	0.00
Equipment Description	Est Usage	Rate	0.00
Applicable Sales Tax on Equipment	5.50%		Included
Equipment Markup	Percentage	15.00%	Included
<b>TOTAL EQUIPMENT CHARGES FOR CHANGE ORDER PER CONTRACT</b>			<b>675.00</b>

SUBS			
Subs from detailed material Take-off sheets			\$40,798.00
Subcontractor Name:	Proposal Date:		
Subcontractor Name:	Proposal Date:		
Subcontractor Name:	Proposal Date:		
Subcontractor Markup	Percentage	5.00%	\$2,039.90
<b>TOTAL CHARGES FOR SUBCONTRACTOR WORK PER CONTRACT</b>			<b>\$42,837.90</b>

EXTENDED TIME IMPACTS	
Time Impact caused by this change	0 days. Costs are \$2,240.00 per cal. day.
<b>TOTAL CHARGES FOR EXTENDED TIME IMPACTS PER CONTRACT</b>	<b>\$0.00</b>



PCO 65 - Polymer System Rev. 1

CNI has excluded any weld inspection fees for this scope of work. All inspections to be by Owner / Engineer. This price was revised to reflect the deletion of 2 electrical buckets and for the Owner to do all welding, pickling, and passivation.

Exhibit "1"

CONTRACTORS NORTHWEST INC.

FINAL

ITEM: PCO 65A - Polymer System Rev. 1

PROJECT: WWTP UPGRADE PROJECT PHASE 4B

ITEM NO.	DESCRIPTION	QUAN.	UNIT	LABOR U.P.	LABOR	MAT U.P.	TAXABLE MATERIAL	NON TAX U.P. or SUB	NON TAX MAT / SUB
	<b>PCO 65A - Polymer System Rev. 1</b>								
	THIS CHANGE ADDS CALENDAR DAYS TO THE SCHEDULE								
	Project Manager -Change Order Processing, Issue Coordination, Discussions	10	HR	80.00	\$800	N/A	N/A	N/A	N/A
	Project Superintendent - Change Compilation and Estimating	6	HR	70.00	\$420	N/A	N/A	N/A	N/A
	Project Manager -Subcontract, change to subs, coordination	13	HR	80.00	\$1,040	N/A	N/A	N/A	N/A
	Project Superintendent - On site 50% of time during work	42	HR	70.00	\$2,940	N/A	N/A	N/A	N/A
	CNI work - See Attached Breakdown ( apprx. 3 men for 2 weeks + welding of tank)	1	LS	12,159.00	\$12,159	2,050.00	\$2,050	545.00	\$545
	Deduct for all welding, pickling, passivating - This work to be done by Owner	1	LS	(3,816.00)	(\$3,816)	(792.00)	(\$792)		
	Note: This pricing excludes any and all chemicals or products needed for startup, supervision, or coordination of startup, O&M manuals, and as-built drawings								
	Ramsey Plumbing quote for polymer piping system per the conditions of their quote	1	LS	N/A	N/A	N/A	N/A	18,856.00	\$18,856
	Electric 1 quote for installation of electrical portion of CPR	1	LS	N/A	N/A	N/A	N/A	23,947.00	\$23,947
	Deduct for Owner Furnished buckets	-2	EA	N/A	N/A	N/A	N/A	1,275.00	(\$2,550)
	<b>Subtotal Labor, Materials, and Subcontractors</b>				<b>\$13,543</b>		<b>\$1,258</b>		<b>\$40,798</b>
	Project Superintendent Pickup	1	Weeks	N/A	N/A	200.00	\$200	N/A	N/A
	Forklift	1	Weeks	N/A	N/A	475.00	\$475	N/A	N/A
	<b>Subtotal Equipment Items</b>				<b>\$0</b>		<b>\$675</b>		<b>\$0</b>
	<b>TOTAL THESE ITEMS</b>				<b>\$13,543</b>		<b>\$1,933</b>		<b>\$40,798</b>

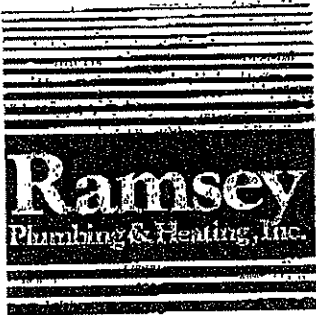
# CNI CPR 65A Cost BREAKDOWN

Prepared By	Initials	Date
Approved By		

© WILSON JONES

G7504 ColumnWrite ©

				1	2	3	4
				MATERIAL M	LABOR L	Sub/NO TAX S/	Tot
	C.d.A. Polym						
1							
2	Demo concrete, bases 12H in				456		456
3	Haul + Disposal 16 16				608		608
4	Dump fee					50	50
5	Demo Polymer units, P.A. codes: 54				2052		2052
6							
7	→ Fork/Boat 1 wk			See Sep Line on	Recap Sheet		
8	1 Ton 10 10					200	200
9	Fuel					75	75
10	Compress 2 D			35		220	255
11	Layout Pads, Door for demo	84			304		304
12	6 Pump Pads - install	36		150	1368		1518
13	Concrete			150			150
14	Clean up / Sack	8			304		304
15	Salvage Door / Disposal					350	350
16	Demo door	6			228		228
17							
18	H.M. Door + Frame	16		718	608		1326
19	Glazing			60	60		120
20	Bolts, Grout	8		150	304		454
21	Hauling	64			228		228
22							
23	Set New Unit ppu 7601	44			1824		1824
24	ppu 7603						
25	→ PIP 7610						
26	PS 7674						
27	PSU 7611						
28							
29	Weld PSU 7611 weld	32		400	2080		2480
30	Labr	32			1216		1216
31	→ Weld Inspection - visual			By HDR / OWNER			
32	Passivate welds			392	520		912
33							
34							
35	TOTALS			2050.00	12,590.00	545.00	
36							
37							
38							
39							
40							

**COST PROPOSAL CP--034**

April 16, 2007

Contractors Northwest, Inc.  
Attn: Russell Twardowski  
PO Box 6300  
Coeur d'Alene, ID 83816-1938

**RE: CDA WWTP CPR #65R**

Proposal: We propose to furnish and install piping to owner supplied and set polymer equipment. Our proposal only covers piping, pipefittings and valving, which includes only 1½" and 3" check valves, and isolation valving. Plumbing piping and 2 ea. -FD-1 floor drains are also included in this proposal, as is plumbing permits and core drilling. Our exclusions include any other devices or valving required to complete the project. We are also excluding concrete cutting, patching, housekeeping pads, etc. (concrete related work), as well as any overtime hours for this project or removing/setting of any equipment.

**ALL FOR THE SUM OF \$18,856.00**

Pricing is firm for 30 days. If you have questions regarding this proposal, please contact me.

  
Mike Jackson, Project Coordinator  
MJ/sv

4023 E. Central Avenue  
Spokane, WA 99217  
(509) 482-2775 - FAX: (509) 482-2765  
E-mail: [ramsey@ramseyph.com](mailto:ramsey@ramseyph.com)  
WBE# W2F2004874

**ELECTRIC****PROPOSAL****ELECTRIC 1, LLC**

<b>Proposal Submitted to: CNI</b>		Date:	4/16/2007
Name:	Attn: Russ	Job Name:	Polymer System
Street:	3731 N. Ramsey Rd.	Street:	
City:	Coeur d'Alene	City:	Coeur D' Alene
State/Zip:	ID 83816-1938	State/Zip:	ID/83803
Architect:		Date of Plans:	

We hereby propose to furnish labor and materials -- complete in accordance with the specifications below, for the sum of;  
 Twenty three thousand nine hundred forty seven dollars and no/100----- dollars \$ ( 23,947.00 ).  
 with payment to be made as follows:

Progressive

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.  
 Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate.

Authorized Signature \_\_\_\_\_

NOTE: This proposal may be withdrawn by us if not accepted within 10 days.**We hereby submit specifications and estimates for : Install Polymer System**

1	3/4 Sch 80 pvc pipe	\$497.00	
2	3/4 Sch 80 pvc fittings	\$350.00	
3	Shielded cable	\$375.00	
4	Power Cable	\$250.00	
5	Strut All thread pipe clamps	\$250.00	
6	50 Amp 600 volt bucket model 4	\$1,275.00	Deduct \$1275.00 if bucket available
7	35 Amp 600 volt bucket model 4	\$1,275.00	Deduct \$1275.00 if bucket available
8	Core Drill	\$1,200.00	
9	Label conduits and wire per spec	\$675.00	
10	Materials Tax	\$368.83	
11	Totals Materials incl 10% profit	\$6,147.00	
12	Labor to Install @ \$50.00	\$10,000.00	
13	Labor to Demo @ \$50.00	\$7,432.00	

**REVISION 2**

The above prices, specifications, and conditions are satisfactory and are hereby accepted.  
 You are authorized to do the work as specified. Payment will be made as outlined above.  
 In addition; Electric 1, including its agents and employees, retain any and all rights and protections pursuant to Idaho Code Title 45 Chapter 5 et seq and/or any application Washington statutes  
 Specifically, Electric 1 retains the right file written lien on all work performed if payments are not made on a timely basis or as otherwise agreed to in writing between the parties.

Signature: \_\_\_\_\_ Date of Acceptance: \_\_\_\_\_

**SERVICE 1st**

Contractor Lic # 26388

Public Works Lic # 15559-B-4(16000)

P.O. Box 2408  
 Hayden, ID 83835  
 Phone: 208-772-5433 Fax: 208-762-3321

Ben Robinson  
 Commercial  
 & Industrial

OTHER BUSINESS

RESOLUTION NO. 07-041

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO  
AUTHORIZING A CONTRACT FOR EMPLOYEE CONSULTING SERVICES WITH DAN  
AND DORIS COCHRAN, HUSBAND AND WIFE.

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into a Contract with Dan and Doris Cochran, Husband and Wife for Employee Consulting Services pursuant to the terms and conditions set forth in a contract, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Contract for Employee Consulting Services, 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 Contract to the extent the substantive provisions of the Contract remains intact.

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

DATED this 15<sup>th</sup> day of May, 2007.

---

Sandi Bloem, Mayor

ATTEST:

---

Susan K. Weathers, City Clerk

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

ROLL CALL:

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

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

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

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

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

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

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



## PUBLIC HEARINGS

**CITY COUNCIL  
STAFF REPORT**

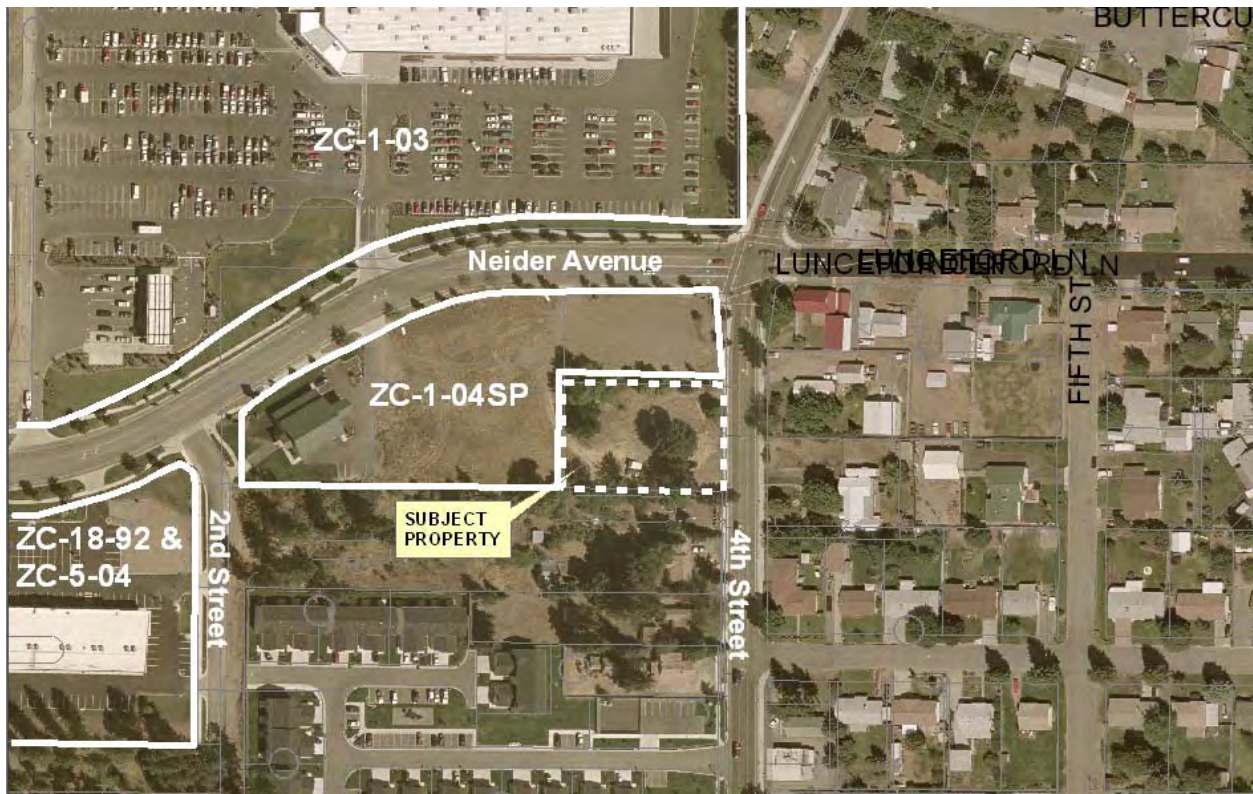
FROM: JOHN J. STAMSOS, SENIOR PLANNER  
DATE: MAY 15, 2007  
SUBJECT: ZC-4-07 – ZONE CHANGE FROM R-12 TO R-17  
LOCATION – +/- .58-ACRE PARCEL NEAR THE SOUTHWEST CORNER OF  
4<sup>TH</sup> STREET AND NEIDER AVENUE (3313 NORTH 4TH STREET)

**DECISION POINT:**

Russell Wolfe at Wolfe Architectural Group is requesting a zone change from R-12 (Residential at 12 units/acre) to R-17 (Residential at 17units/acre).

**SITE PHOTOS:**

A. Aerial photo:



B. Subject property from 4th Street.

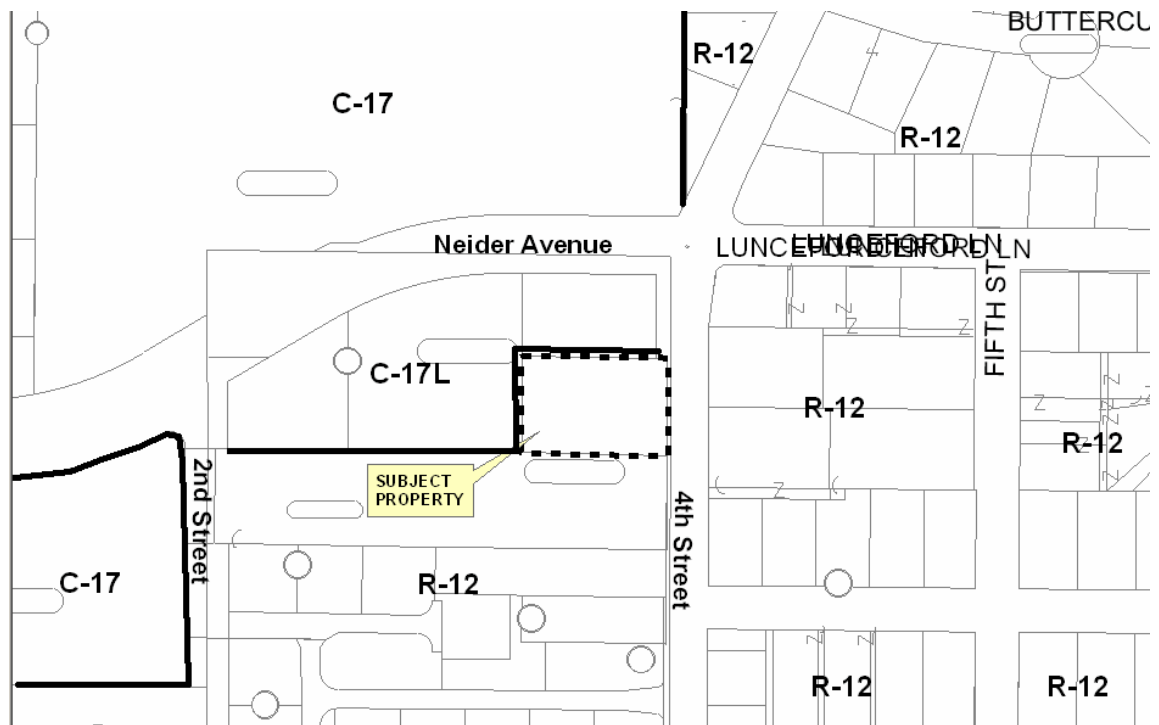


C. Subject property from Neider Avenue..

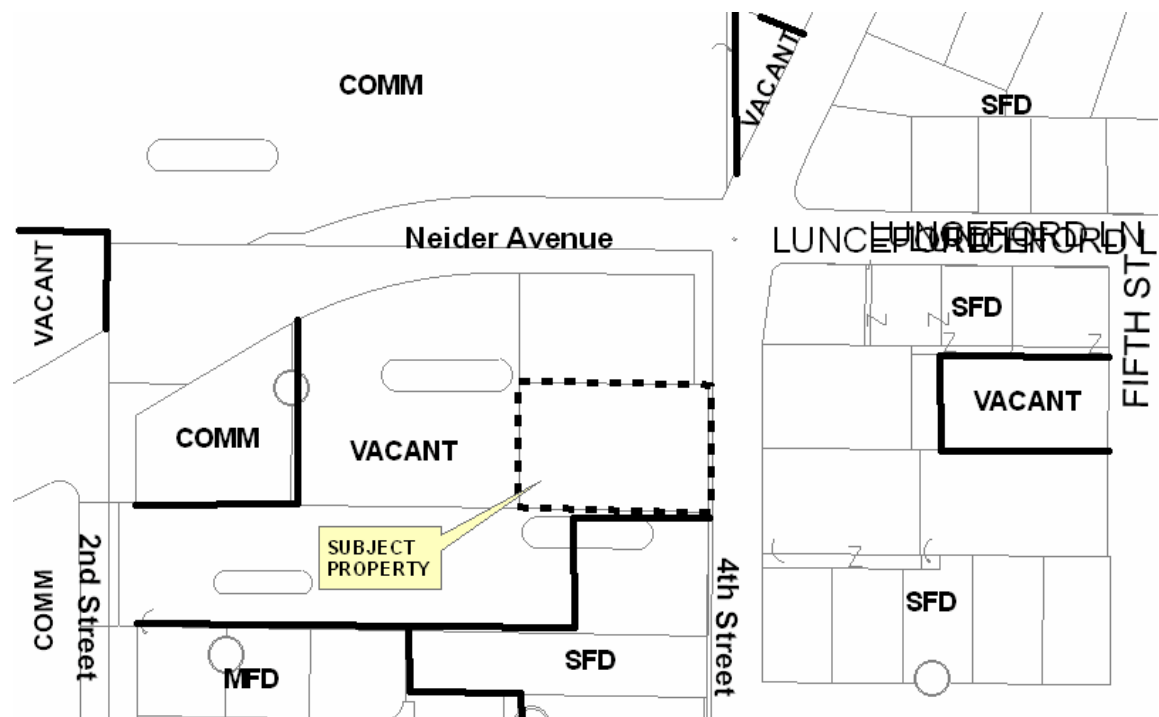


# GENERAL INFORMATION:

## A. Zoning:



## B. Generalized land use pattern:



- C.     Applicant:     Russell Wolfe at Wolfe Architectural Group  
                         North 1015 Calispel, Suite B  
                         Spokane, Washington 99201
- Owner:     Global Credit Union  
                         1520 West 3rd Avenue  
                         Spokane, Washington 99204
- E.     Existing land uses in the area include residential – single-family, duplexes, and multi-family, commercial retail sales and service, and vacant land.
- F.     The subject property is vacant with a vacant house.
- G.     Previous actions on surrounding parcels (See site photo on page 1):
1.     ZC-18-92 – R-12 to C-17 – Approved November 24, 1992.
  2.     ZC-5-04 – R-12 to C-17 – Approved June 8, 2004.
  3.     ZC-1-04SP – R-12 to C-17L & Food Sales Off-Site Consumption Special Use Permit – Approved March 9, 2004.
  4.     ZC-1-03 – R-12 to C-17 – Approved May 20, 2003.
- H.     The Planning Commission heard ZC-4-07 & SP-5-07 on April 10, 2007 and approved it by a 4-0 vote.

#### **PERFORMANCE ANALYSIS:**

**A.     Zone change findings:**

1.     Zoning:

Approval of the zone change request would intensify the potential uses on the property by allowing higher density residential uses by right and certain non-residential uses by special use permit.

The purpose and intent of the R-17 zone is as follows:

- 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.

Land uses allowed in the R-17 zone are as follows:



**Principal permitted uses:**

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

The zoning and land use patterns (See page 3) indicate that the majority of the parcels along Neider Avenue are zoned C-17 or C-17L and R-12 along 4th Street. Land uses along Neider are commercial or vacant parcels that will most likely develop as commercial and along 4th Street, multi-family on the west side and single-family on the east side.

As indicated, R-17 is appropriate as a transition between commercial districts and low density residential districts. R-17 zoning is appropriate in this location because it establishes a buffer between the commercial corridor along Neider Avenue and the residential neighborhoods to the south on both sides of 4th Street.

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

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

The Comprehensive Plan Map designates this area as a Transition Area. The description of this designation is as follows:

**Transition Area:**

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.

**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."
- 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."
- 51A: "Protect and preserve neighborhoods both old and new."
- 51A: "Residential neighborhood land uses should be protected from intrusion of incompatible land uses and their effects."
- 51A4: "Trees should be preserved and protected by support of the Urban Forestry Program and indiscriminate removal discouraged."
- 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 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.

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

WATER:

Water is available to the site.

Evaluation:

There are adequate services and fire flow capacity in place.

Comments submitted by Terry Pickel, Assistant Water Superintendent.

**SEWER:**

Sanitary sewer is available for this property.

Evaluation: No impact on public sewer.

Comments submitted by 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:**

The subject property by itself is not a traffic generator; however, it serves as an adjunct to the adjoining office building complex. The ITE Trip Generation Manual estimates the project utilizing this lot may generate approximately 42 trips at peak hour periods, based upon an average 1.52 trips/1000 sq.ft. of office space (proposed 28,000 gross s.f. office space).

Evaluation: The adjoining office and associated parking lot allow for more than one point of ingress & egress, therefore, the adjacent streets should accommodate the additional traffic volume.

**STREETS:**

The subject property adjoins 4<sup>th</sup> Street which is a fully developed road section that was recently reconstruction to its ultimate configuration.

Evaluation: No additional changes to 4<sup>th</sup> Street will be required.

**APPLICABLE CODES AND POLICIES:**

**STREETS:**

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

**STORMWATER**

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.

Comments submitted by Chris Bates, Project Manager.

**FIRE:**

We have seen the request and have no comments.

Dan Cochran, Deputy Fire Chief.

**POLICE:**



I have no comments at this time.

Submitted by Steve Childers, Captain, Police Department

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

The subject property has level terrain with no topographic features.

Evaluation: There are no physical limitations to future development.

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

Adjoining the subject property to the north is a vacant lot at the southwest corner of Neider Avenue and 4th Street that is zoned C-17L.

Adjoining the subject property to the west is a vacant lot that will contain the proposed Global Credit Union center. It will be serviced by the proposed parking lot that is requested by the special use permit.

Adjoining the subject property to the south is a 1.9 acre lot zoned R-12 that contains a single-family dwelling but is mainly vacant.

To the west of the subject property, on the east side of 4th Street, is a stable-established neighborhood that is predominately single-family development.

The Transportation plan designates Neider Avenue and 4<sup>th</sup> Street as urban collectors.

An urban collector functions to collect and distribute traffic from low density and single-family areas to nearest arterial, which in this area would be Government Way.

Evaluation: The subject property is on the east edge of a rapidly developing commercial corridor along Neider Avenue between Government Way and 4th Street and with R-17 zoning would establish a good transition between this commercial corridor and the single-family and multi-family uses along 4th Street to the south and east.

C. Proposed conditions:

1. The applicant shall obtain a site development permit from the City of Coeur d'Alene prior to construction of the parking lot.
2. The parking lot access to 4th Street be set up for a right in and right out only, striped and signed, pursuant to the City's normal development procedures.

D. Ordinances and Standards Used In Evaluation:

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

**ACTION ALTERNATIVES:**

Staff recommends the City Council take the following action:

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

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

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

## PROPERTY INFORMATION

1. Gross area: (all land involved): 0.581 acres, and/or \_\_\_\_\_ sq.ft.
2. Total Net Area (land area exclusive of proposed or existing public street and other public lands): 0.581 acres, and/or \_\_\_\_\_ sq. ft.
3. Total length of streets included: 132.77 ft., and/or \_\_\_\_\_ miles.
4. Total number of lots included: 1
5. Average lot size included: 0.581 ACRES
6. Existing land use: VACANT
7. Existing Zoning (circle all that apply): R-1 R-3 R-5 R-8 R-12 R-17 MH-8  
C-17 C-17L C-34 LM M
8. Proposed Zoning (circle all the apply): R-1 R-3 R-5 R-8 R-12 R-17 MH-8  
C- 17 C-17L C-34 LM M

## JUSTIFICATION

Proposed Activity Group; PARKING SUPPORT

Please use this space to state the reason(s) for the requested zone change.

SEE COVER LETTER

Appropriate Comprehensive Plan goals and policies should be included in your reasons.

---

R-17 IS APPROPRIATE AS A TRANSITION BETWEEN C-17L ALONG N. ~~W~~ EIDER AVE. TO THE NORTH AND LOW DENSITY RESIDENTIAL TO THE SOUTH. THIS TRANSITIONAL AREA SUPPORTS COMMERCIAL CLUSTERS THAT SERVICE ADJACENT RESIDENTIAL AREAS.

Applicant: Russell Wolfe  
Location: 3313 N. 4<sup>th</sup> Street  
Request: A proposed zone change from R-12 (Residential at 12 units/acre)  
to R-17 (Residential at 17 units/acre)  
QUASI-JUDICIAL (ZC-4-07)

Associate Planner Stamos presented the staff report, gave the mailing tally as 1 in favor, 1 opposed, and 1 neutral and answered questions from the Commission.

Commissioner Bowlby commented that she is concerned with the amount of traffic, on 4<sup>th</sup> Street and if staff could estimate what the distance is from the entry located on 4<sup>th</sup> street from the light located on the corner of 4<sup>th</sup> and Neider Avenue.

Chairman Bruning commented that he would estimate the distance to be 300 feet.

Commissioner Bowlby commented that she has concerns with people wanting to turn left onto 4<sup>th</sup> Street, and questioned if a turn lane will be provided.

**Public testimony open.**

Russ Wolfe, applicant representative, N. 1015 Calispel, Suite B, Spokane, Washington, commented that he is the representative for Global Credit Union and complimented staff on a great staff report. He described the proposed building to be 6,000 sq. ft. and plans for the layout of the parking lot. He explained that an R-17 zone was carefully chosen, with the idea that this zoning would have the least impact on the surrounding neighborhood. He continued that adequate buffering will be provided for the single family homes located to the east of the property, and that the curb cut facing 4<sup>th</sup> Street will only be used if needed. He explained that people exiting this site will use Neider Avenue as the logical way to ingress and egress the property.

Commissioner Rasor commented that he is concerned with cars leaving the property and that their headlights shining into the windows of the homes located across from the property.

Mr. Wolfe commented that adequate buffering will be provided to prevent any inconvenience to the existing homes on that street.

Randy Teall, Owner, 5821 Harcourt Drive, Coeur d'Alene, commented that Global Credit Union was started 52 years ago and is owned by the members who have joined the company. He explained that the belief of the company is to give back to the community by offering the use of their conference room to the public, for a small fee. He added that this project will serve the community well by providing convenient operating hours with an ATM open 24 hours.

Commissioner Bowlby inquired regarding the number employees to be hired by the company.

Mr. Teall commented that he would estimate the number of employees to be 20.

Brian Donnell, 1214 E. Ichabod Lane, Coeur d'Alene, commented that he was opposed when the violin shop had requested a zone change, and is opposed to this request presented tonight. He explained that by granting this zone change, it is setting precedence, and if that happens, he does not want to move but will consider it.

He added that he has lived in this neighborhood since 1993, and realizes that areas change, but feels it is too soon for this area.

Commissioner Souza commented that she remembers that specific zone change last year, and explained that request was denied because the Commission felt a C-17 zone would be an

negative impact to this neighborhood. She added that after that hearing, the Commission felt a zoning classification was needed to fit these areas and that out of workshops held last year, two new residential zones have been adopted by the City which are NC (Neighborhood Commercial) and CC (Community Commercial).

Ladonna Donnell, 3110 N. 6<sup>th</sup> Street, Coeur d'Alene, commented that she is opposed to this request because of the amount of traffic this project will generate, especially at the intersection of 4<sup>th</sup> and Neider Avenue.

Matt Donnell, 602 Ichabod, Coeur d'Alene, commented that he has noticed many homes for sale on 4<sup>th</sup> Street, and feels the reason for people leaving is because of the numerous requests for commercial projects proposed for this area, and is opposed to this request.

Commissioner Messina inquired why there is an access on 4<sup>th</sup> Street and if this project is approved, could that access be eliminated.

#### **REBUTTAL:**

Mr. Wolfe commented that he appreciates all the comments heard from the community and hopes he can address some of those concerns. He explained that the existing driveway located on the parcel was the driveway for the original house on the property and is intended to access the new parking lot. He explained that this access would not be used unless, there is overflow with Neider Avenue, and traffic is diverted. He commented that he feels that this project will be a win/win for this community.

Commissioner Rasor inquired if a condition could be added stating that a right-turn only lane be required when exiting that parcel onto 4<sup>th</sup> Street.

Commissioner Messina inquired if the applicant would consider combining the two parcels in the future.

Mr. Wolfe commented that has been considered, and may happen.

Commissioner Messina questioned if the applicant is willing to vacate the existing access to eliminate the problem on 4<sup>th</sup> Street.

Deputy City Attorney Wilson explained that if the applicant is willing to do that it would be his choice.

Mr. Wolfe commented that they feel the access is valuable to this property and is not willing to give it up.

Commissioner Rasor questioned if the applicant would agree to a condition requiring that a right turn only lane onto 4<sup>th</sup> Street.

Mr. Wolfe answered that they would agree, and is willing to work with the City Engineer on that issue if this project is approved.

#### **Public testimony closed.**

**Motion by Rasor, seconded by Souza, to approve Item ZC-4-07. Motion approved.**

#### **ROLL CALL:**

Commissioner Bowlby	Voted	Aye
Commissioner Messina	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, April 10, 2007, and there being present a person requesting approval of ITEM: ZC-4-07 a request for a zone change from R-12 (Residential at 12 units/acre) to R-17 (Residential at 17 units/acre)

LOCATION – +/- .58-acre parcel near the Southwest Corner of 4<sup>th</sup> Street and Neider Avenue  
(3313 North 4th Street)

APPLICANT: Russell Wolfe

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

- B1. That the existing land uses are residential – single-family, duplexes, and multi-family, commercial retail sales and service, and vacant land.
- B2. That the Comprehensive Plan Map designation is Transition
- B3. That the zoning is R-12 (Residential at 12 units/acre)
- B4. That the notice of public hearing was published on, March 24, 2007, and, April 3, 2007, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, March 29, 2007, which fulfills the proper legal requirement.
- B6. That 58 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on, March 23, 2007, and 3 responses were received: 1 in favor, 1 opposed, and 1 neutral.
- B7. That public testimony was heard on April 10, 2007 including the applicant's representative, Russell Wolfe explaining the request and area neighbors who expressed concerns about traffic on 4th Street.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:
  - 4C: "New growth should enhance the quality and character of existing areas and the general community."  
  
This is a good project for the area even though traffic on 4th Street is a problem.
  - 6A3: "Commercial development should be limited to collector and arterial streets."  
  
This project is on 4th Street, which is an arterial.
- B9. That public facilities and utilities are available and adequate for the proposed use.  
  
This is a parking lot and has adequate utilities.

- B10. That the physical characteristics of the site do make it suitable for the request at this time because it is a flat parcel with no physical constraints.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character or existing land uses because the decision will try to mitigate the traffic issue on 4th Street with a condition, the proposed zoning is compatible with uses on the west side of 4th Street and it is a low impact use.

**C. ORDER: CONCLUSION AND DECISION**

The Planning Commission, pursuant to the aforementioned, finds that the request of RUSSELL WOLFE for a zone change, as described in the application should be approved.

Motion by Rasor, seconded by Souza, to adopt the foregoing Findings and Order.

**ROLL CALL:**

Commissioner Bowlby	Voted Aye
Commissioner Messina	Voted Aye
Commissioner Rasor	Voted Aye
Commissioner Souza	Voted Aye

Commissioners George and Jordan 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 May 15, 2007, and there being present a person requesting approval of ITEM ZC-4-07, a request for a zone change from R-12 (Residential at 12 units/acre) to R-17 (Residential at 17 units/acre)

LOCATION – +/- .58-acre parcel near the Southwest Corner of 4<sup>th</sup> Street and Neider Avenue  
(3313 North 4th Street)

APPLICANT: Russell Wolfe

**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, duplexes, and multi-family, commercial retail sales and service, and vacant land.
- B2. That the Comprehensive Plan Map designation is Transition
- B3. That the zoning is R-12 (Residential at 12 units/acre)
- B4. That the notice of public hearing was published on, April 28, 2007, and May 8, 2007, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on May 4, 2007, which fulfills the proper legal requirement.
- B6. That 58 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on April 27, 2007, and \_\_\_\_\_ responses were received: \_\_\_\_ in favor, \_\_\_\_ opposed, and \_\_\_\_ neutral.
- B7. That public testimony was heard on May 15, 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 **RUSSELL WOLFE** 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

INFORMATION SECTION  
Including  
Correspondence  
Board, Commission, Committee Minutes

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

FUND	BALANCE 3/31/07	RECEIPTS	DISBURSE- MENTS	BALANCE 4/30/07
General-Designated	\$1,457,928	\$37,165	\$328,395	\$1,166,698
General-Undesignated	6,845,625	34,660,509	37,803,614	3,702,520
<u>Special Revenue:</u>				
Library	125,914	12,223	79,142	58,995
Cemetery	62,226	31,064	21,528	71,762
Parks Capital Improvements	505,692	339,286	11,161	833,817
Impact Fees	2,478,103	92,774		2,570,877
Annexation Fees	222,721	7,926		230,647
Insurance	2,130,851	9,597	178,011	1,962,437
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	497,957	181,914		679,871
LID Guarantee	170,296	709	425	170,580
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	279,720	1,916		281,636
LID 130 Lakeside / Ramsey / Industrial Park	237,782			237,782
LID 133 E Sherman/Gravel Sts/Forest Prk Paving	63,345		43,860	19,485
LID 137 Govt Way / Kathleen / WWTP Cap Fees	104,136	1,641	79,425	26,352
LID 143 Lunceford / Neider	24,212			24,212
LID 145 Government Way	64,136	4,103		68,239
LID 146 Northwest Boulevard	258,330		85,470	172,860
LID 148 Fruitland Lane Sewer Cap Fees	20,948			20,948
<u>Capital Projects:</u>				
Street Projects	1,100,820	5,014	8,203	1,097,631
2006 GO Bond Capital Projects	4,822,492	2,008,252	2,956,973	3,873,771
<u>Enterprise:</u>				
Street Lights	(25,840)	37,784	37,606	(25,662)
Water	1,443,962	185,894	374,110	1,255,746
Water Capitalization Fees	1,433,808	64,370		1,498,178
Wastewater	6,649,678	447,097	415,561	6,681,214
Wastewater-Reserved	1,605,393	27,500		1,632,893
WWTP Capitalization Fees	1,974,111	132,543		2,106,654
WW Property Mgmt	60,668			60,668
Sanitation	249,487	243,735	219,980	273,242
Public Parking	533,833	12,638	3,692	542,779
Stormwater Mgmt	518,160	110,559	40,094	588,625
Water Debt Service	122			122
Wastewater Debt Service	796	3		799
<u>Trust and Agency:</u>				
Kootenai County Solid Waste Billing	174,888	169,531	174,888	169,531
LID Advance Payments	462			462
Police Retirement	1,374,415	20,671	36,122	1,358,964
Cemetery P/C	1,996,399	8,225	9,864	1,994,760
Sales Tax	1,529	1,135	1,529	1,135
Fort Sherman Playground	6,177	25		6,202
Jewett House	20,890	87	2,555	18,422
KCATT	3,177	13		3,190
Reforestation	206,852	8,661	27,031	188,482
CdA Arts Commission	12		417	(405)
Public Art Fund	37,930	158		38,088
Public Art Fund - LCDC	120,610	502		121,112
Public Art Fund - Maintenance	72,425	301	40	72,686
KMPO - Kootenai Metro Planning Org	45,834	238,608	9,352	275,090
BID	75,707	4,025		79,732
Homeless Trust Fund	313	255	313	255
GRAND TOTAL	<u>\$40,179,683</u>	<u>\$39,108,413</u>	<u>\$42,949,361</u>	<u>\$36,338,735</u>

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
SEVEN MONTHS ENDED  
30-Apr-2007

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 4/30/2007	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$159,272	\$94,393	59%
	Services/Supplies	32,250	12,933	40%
Administration	Personnel Services	432,434	246,828	57%
	Services/Supplies	51,988	26,028	50%
Finance	Personnel Services	559,360	298,016	53%
	Services/Supplies	123,577	90,372	73%
Municipal Services	Personnel Services	628,167	366,066	58%
	Services/Supplies	417,560	246,931	59%
	Capital Outlay		(1,221)	
Human Resources	Personnel Services	179,426	106,057	59%
	Services/Supplies	52,552	14,572	28%
Legal	Personnel Services	996,154	598,361	60%
	Services/Supplies	86,461	55,323	64%
	Capital Outlay			
Planning	Personnel Services	444,304	257,350	58%
	Services/Supplies	77,000	50,590	66%
Building Maintenance	Personnel Services	193,815	89,391	46%
	Services/Supplies	209,000	114,621	55%
	Capital Outlay			
Police	Personnel Services	7,073,406	4,137,984	59%
	Services/Supplies	558,508	286,131	51%
	Capital Outlay	220,994	172,010	78%
Fire	Personnel Services	4,837,284	2,817,803	58%
	Services/Supplies	371,774	209,293	56%
	Capital Outlay			
General Government	Personnel Services	49,649	3,650	7%
	Services/Supplies	126,982	3,138,945	2472%
Byrne Grant (Federal)	Services/Supplies	77,303	17,739	23%
COPS Grant	Services/Supplies	154,241	69,730	45%
K.C.J.A. Drug Task Force	Services/Supplies	24,140	56,814	235%
	Capital Outlay			
US Streets	Personnel Services	1,686,466	880,788	52%
	Services/Supplies	483,126	237,312	49%
	Capital Outlay	340,000	69,995	21%
Growth Services	Personnel Services	544,329	203,433	37%
	Services/Supplies	653,500	42,546	7%
	Capital Outlay			

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
SEVEN MONTHS ENDED  
30-Apr-2007

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 4/30/2007	PERCENT EXPENDED
Parks	Personnel Services	981,686	457,818	47%
	Services/Supplies	344,450	131,836	38%
	Capital Outlay	89,000	20,789	23%
Recreation	Personnel Services	530,273	258,405	49%
	Services/Supplies	160,400	100,308	63%
	Capital Outlay	36,500	73,330	201%
Building Inspection	Personnel Services	751,928	415,621	55%
	Services/Supplies	40,650	28,225	69%
Total General Fund		<u>24,779,909</u>	<u>16,497,116</u>	<u>67%</u>
Library	Personnel Services	786,169	435,935	55%
	Services/Supplies	139,205	61,462	44%
	Capital Outlay	51,000	25,110	49%
Cemetery	Personnel Services	155,252	82,680	53%
	Services/Supplies	103,230	54,435	53%
	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	79,057	18%
Insurance	Services/Supplies	295,500	199,076	67%
Total Special Revenue		<u>4,130,535</u>	<u>1,682,755</u>	<u>41%</u>
Debt Service Fund		<u>2,537,634</u>	<u>2,010,278</u>	<u>79%</u>
Ramsey Road	Capital Outlay	1,660,200	11,337	1%
Govt Way	Capital Outlay		6,925	
Atlas Signals	Capital Outlay			
Ped Ramps	Capital Outlay			
Atlas Road	Capital Outlay	200,000	330,131	165%
4th St - Anton to Timber	Capital Outlay		3,231	
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	250,481	125%
Front Street	Capital Outlay			
GO Bond - Refunding & Misc	Capital Outlay			
Library Building	Capital Outlay		2,331,718	
Fire Dept GO Bond Expenditure	Capital Outlay		1,167,313	
Total Capital Projects Funds		<u>2,883,200</u>	<u>4,103,468</u>	<u>142%</u>

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
SEVEN MONTHS ENDED  
30-Apr-2007

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 4/30/2007	PERCENT EXPENDED
Street Lights	Services/Supplies	505,592	267,210	53%
Water	Personnel Services	1,174,554	638,653	54%
	Services/Supplies	2,817,514	568,992	20%
	Capital Outlay	2,961,000	2,106,961	71%
	Debt Service	338,000	16,005	5%
Water Capitalization Fees	Services/Supplies	1,160,000		
Wastewater	Personnel Services	1,791,255	956,752	53%
	Services/Supplies	3,307,741	804,559	24%
	Capital Outlay	5,388,114	2,382,064	44%
	Debt Service	417,850	70,000	17%
WW Capitalization	Services/Supplies	1,293,611		
Sanitation	Services/Supplies	2,806,353	1,472,228	52%
Public Parking	Services/Supplies	160,132	100,043	62%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	341,865	182,494	53%
	Services/Supplies	506,603	196,280	39%
	Capital Outlay	500,000	3,973	1%
Total Enterprise Funds		<u>25,470,184</u>	<u>9,766,214</u>	<u>38%</u>
Kootenai County Solid Waste			1,013,034	
Police Retirement		242,150	139,213	57%
Cemetery Perpetual Care		101,500	50,570	50%
Jewett House		29,038	10,200	35%
Reforestation		54,000	26,877	50%
CdA Arts Commission		4,600	1,297	28%
Public Art Fund		100,000	30,877	31%
Public Art Fund - LCDC		60,000	2,250	4%
Public Art Fund - Maintenance		1,000	228	23%
Fort Sherman Playground		2,000	198	10%
KMPO		190,400	126,484	66%
Business Improvement District		126,000	60,000	48%
Homeless Trust Fund		5,000	1,688	34%
Total Trust & Agency		<u>915,688</u>	<u>1,462,916</u>	<u>160%</u>
TOTALS:		<u><u>\$60,717,150</u></u>	<u><u>\$35,522,747</u></u>	<u><u>59%</u></u>