

Coeur d'Alene

CITY COUNCIL MEETING

May 20, 2008

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE COEUR D'ALENE LIBRARY, COMMUNITY ROOM
MAY 6, 2008**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene Library, Community Room, May 6, 2008 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

INVOCATION was led by Pastor Dick Hege, Coeur d'Alene Bible Church,

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

PROCLAMATION: "BIKE MONTH": On behalf of Mayor Bloem, Councilman Bruning read a proclamation proclaiming the month of May as "Bike Month" in the City of Coeur d'Alene. Will Button, Chairman of the Pedestrian & Bicycle Advisory Committee, accepted the proclamation. Mr. Button outlined upcoming events in the month of May, which include "Bike to Work Day" on Friday, May 16th. Mr. Button explained that this is a nationally recognized day which will include a couple of key events – a rally ride from Riverstone Park to the CDA Library beginning at 8:00 a.m., and a post-"Bike to Work" celebration at Coeur d'Alene Brewery from 5 p.m. to 7 p.m. There will also be "energizer stations" around town which will be provided by local businesses to promote bike commuting. Mr. Button discussed the benefits of bike commuting and perceived obstacles for riding bikes. He also promoted the "Walk and Bike to School Week" which is May 12th through May 16th and explained that obesity rates among children have doubled in the last 20 years. Mr. Button encouraged citizens to visit www.bikecda.org for more information about these events.

PRESENTATION: "BIKE FRIENDLY COMMUNITY AWARD": Monte McCully, Trails Coordinator explained that Coeur d'Alene has recently been designated a "bicycle friendly community" in the bronze category. The award is good for four years. It is a nationally recognized awards program administered by the League of American Bicyclists that recognizes municipalities that actively support bicycling. There are 72 cities nationwide who have been designated as "bicycle friendly" communities. The benefits of the "bicycle friendly community" designation include eligibility for grants,

being featured in a magazine article in American Bicyclists Magazine, a community profile at www.bicyclefriendlycommunity.org, an award, and two street signs. There will be an awards ceremony on July 12th, at 4:00 p.m. at Riverstone Park which will coincide with the Parks Day Celebration that day. On July 12th will also be the grand opening of the Prairie Trail. There will be free food and entertainment.

Councilman Goodlander stated that she has served on the ped/bike committee for several years and expressed appreciation to Mike Gridley, City Attorney, Will Button, Monte McCully, and the ped/bike committee members for their hard work and dedication to our community.

PRESENTATION: “CITY PARK DAY CELEBRATION – JULY 12TH”: Katie Sorenson, Assistant Urban Forester, announced a Parks Day Celebration on July 12th. She commented that a lot of people don’t know where the parks are. Coeur d’Alene has 24 parks and many trails. This event will be a way to feature specific locations. The celebration will be at Bluegrass Park from 9:00 a.m. to Noon, Ramsey Park from Noon to 3:00 p.m., and Riverstone Park from 3:00 p.m. to 7:00 p.m. Ms. Sorenson further commented that Prairie Trail connects all three parks and riding bikes or walking to the parks will be encouraged. There will be multiple events at all three parks, including food and entertainment. More information will be provided on CDA-TV Channel 19, as well as the local newspaper, library, and bulletin boards. For a full list of events, visit www.cdavid.org (Parks calendar). Ms. Sorenson thanked the many sponsors, contributors, volunteers, and the Parks Day Committee.

PUBLIC COMMENTS:

DEPARTMENT OF PEACE: Shirley Thaggard, 3531 E. Tobler Road, A-1, Hayden, commented that there is a movement and legislation before congress for the creation of a Department of Peace at the federal government level. There are many cities across the country who have already signed resolutions in support of the creation of a Department of Peace. In February of 2000 Ms. Thaggard attended a Peace Alliance conference in Washington, D.C., with over 1,000 persons in attendance. Ms. Thaggard presented apple pies to the council with a tiny sliver cut out, representing the small sliver of the budget that they are asking for. The Department of Peace will research, articulate, and facilitate non violent solutions to conflict, teach violence prevention to America’s school children, support the military with approaches to peace builders, create a peace academy, etc. Ms. Thaggard stated that it is time that we address the issue in a more organized manner that would impact our government, cities, populations in this country, and encourage peace building around the world. She asked the council to review a proposed resolution and give consideration for the city supporting the creation of a Department of Peace.

DEPARTMENT OF PEACE: Bonnie Douglas, 214 Lakeview Drive, believes that the Department of Peace needs to be a cabinet level position because the State Department’s purpose is to promote national interest, and the Homeland Security Department and Department of Defense are protecting national interest. The third leg

of the stool is prevention. We need to invest our money where we want the result. She hopes the council will consider the resolution.

Stone Calf Warriorwoman, 1421 N. 9th Street, Apt. B-4, stated that she concurs with Senator Craig when he said we don't need another level of government. She asked that we consider decriminalizing a plant known as cannibus.

DEPARTMENT OF PEACE: Jack Purdy, representing Peace CDA, 520 N. 19th Avenue, stated that he supports the U.S. Department of Peace initiative. He discovered that there are some very specific benefits to city municipalities. One benefit that the City of Coeur d'Alene could consider is by reducing the federal spending on the military budget, the federal budget would redirect funds to the states and to the cities to assist in the balancing of the city budget.

SINGLE FAMILY DWELLINGS: Susie Snedaker, 821 Hastings, stated that a year and a half ago the city adopted M.C. 17.02.055(b)(1) which was a proposal to redefine the term "family" and the discussion involved to be used to determine who qualifies for the single family dwelling determination. She stated that she lives across the street from a rental house that has approximately 8 people living in it. She called Code Enforcement and was told by the officer that it isn't his responsibility and belongs to the Legal Department. The Legal Department was unaware of it. She also stated that she brought to the attention of the council a month ago a number of code violations regarding residences and has heard nothing back. Mayor Bloem stated that she would have Mike Gridley, City Attorney, contact Ms. Snedaker, to discuss her issues.

BICYCLE FRIEND COMMUNITY DESIGNATION: Phil Muthersbaugh, 2003 N. Harcourt Drive, Coeur d'Alene, stated that when he moved here about 8 ½ years ago, he was a runner. Since that time he has become an avid bicyclist. He thanked the council and the leadership of the city for increasing bicycle awareness and making Coeur d'Alene a bicycle friendly community. He also thanked the council for keeping the bike paths as clear as possible from debris. Mr. Muthersbaugh said that he is grateful to be a part of this community and grateful for the leadership of the council.

MC-13 GANG: Harold Hocker, 1413 E. Spokane Avenue, commented regarding a program he saw on National Geographic about the MC-13 gang. They are slowly taking over the world. The gang started in South America and there are now five countries that are control by them. They have 600 gang members in Los Angeles and control a four square mile area. Most people don't know anything about them. It is something that should be spoken about nationally because it is a very serious situation. Sooner or later it will come here.

OLD LIBRARY LEASE: Meredith Bryant, 1988 E. Gunther, commented on the proposed short term lease of the city's old library building. In reading through the agreement, Ms. Bryant said that the Salvation Army appears to be getting a great deal on the lease and she was wondering what other nonprofits were asked if they would

like to lease that space. She further stated that as a city government, we have an obligation to offer a good deal to some other nonprofits in town. She would like to think that staff would have contacted other nonprofits in town to see if they wanted to lease the space.

LOUISE SHADDUCK: Jim Brannon, 1310 Bearing, stated that the city truly lost a pioneer from this area in the death of Louise Shadduck. Louise was one of the first ladies he met when they moved to this town. He wondered what plans the city has to honor this great pioneer citizen of Coeur d'Alene.

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

1. Approval of minutes for April 10, 14, 15, 17, 21, 2008.
2. Setting the General Services and Public Works Committee meetings for May 12, 2008 at 12:00 noon and 4:00 p.m., respectively.
3. RESOLUTION 08-022: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF A CONTRACT WITH GENERAL INDUSTRIES, INC. FOR WWTP AMMONIA REDUCTION EQUIPMENT; AUTHORIZING THE TRANSFER OF RECORDS TO THE STATE ARCHIVES - COMMERCIAL BUILDING PERMIT FILES FROM DECEMBER 2004 TO JULY 2007; RATIFICATION OF A FUNDING APPROVAL AGREEMENT WITH HUD; APPROVAL OF A PROPERTY LINE WALL OPENING AGREEMENT WITH HARLAN AND MAXINE DOUGLASS, GRIDLEY PROPERTIES AND THE CITY; APPROVAL OF A CITIZEN PARTICIPATION PLAN HUD / CDBG FUNDING; APPROVAL OF CHANGE ORDER NO. 1 WITH CONTRACTOR'S NORTHWEST FOR THE INSTALLATION OF THE WWTP DIGESTER #2 COVER; AWARD OF BID AND APPROVAL OF A CONTRACT WITH SAFCO INC. FOR THE OPEN TRENCH SEWER LINE REPLACEMENT; APPROVAL OF PUD-3-06 - AGREEMENT WITH ACTIVE WEST, LLC FOR MEADOW RANCH SUBDIVISION AND AWARD OF BID AND APPROVAL OF A CONTRACT WITH PLANNED AND ENGINEERED CONSTRUCTION FOR THE CIPP (CURED IN PLACE PIPE) SEWER LINE REHABILITATION PROJECT.
4. Approval of the Purchase of a Truck Mounted Sign Safety Board
5. Approval of the Removal of a Dying Ponderosa Pine Tree from the Forest Cemetery
6. Cemetery Lot Transfer from Marion Raymond to Patricia Randall
7. Approval of Cemetery Lot Repurchase from Patricia Randall
8. Approval of Beer/Wine Licenses for TimberRock Winery at 107 N. 4th and for Zip Trip #30 at 1427 Best Avenue
9. SS-23-07 - Final Plat Approval for Davis Avenue Condominiums
10. S-3-06 - Final Plat Approval for Hawk's Nest 2nd Addition
11. Authorizing Julia Eisentrout, Legal Intern, to represent the City in Court.

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

COUNCIL ANNOUNCEMENTS:

MAYOR BLOEM: Mayor commented that today the city mourns the passing of Louise Shadduck; however, she knows that Louise would want us to be celebrating. She lived an incredible life of 92 years and gave to us so many lessons. Louise deserves a celebration. She was the number one historian for our community. The Mayor never knew Louise to not have you as her friend. You always knew where Louise stood and yet you could never be angry at her. Louise also had a part in this incredible library building. There are very few places you can go in our community today and not feel Louise's presence. She encouraged citizens to pick one of Louise's best traits and emulate that in your life and she can't imagine how wealthy this community would be if we all did that. The mayor is celebrating the fact that she knew Louise and loved her.

COUNCILMAN GOODLANDER: Councilman Goodlander commented that Lousie worked as Chairman of the Library Foundation to raise more than half of the funds needed to build the new library. At the entrance to the Community Room is a bust of Louise. Councilman Goodlander understands that there will be a second copy of the bust in the Statehouse. Louise Shadduck was a woman who never spoke negatively. That could be the finest thing we can take from Louise. She always looked forward. She was an amazing woman and we are all so fortunate that she was part of our community.

APPOINTMENT: Motion by Edinger, seconded by Goodlander, to appoint Aman Sterling to the Pedestrian & Bicycle Advisory Committee. Motion carried.

ADMINISTRATOR'S REPORT: Ms. Gabriel stated that at Lakes Middle School on Thursday, May 22nd, at 6:00 p.m., the community will have an opportunity to discuss the hottest topics to help you and your teen see eye to eye. Dinner will be served.

There is a lot of community support and volunteerism and Ms. Gabriel expressed appreciation to the citizens. She further stated that the Police Department has received a grant to help reduce number of the juvenile DUI's and MIP's. The focus this month is on underage parties.

The city council continues to explore a range of alternatives to make our sidewalks in compliance with ADA standards. Many city sidewalks pose hazards. Updates have been posted on www.cdavid.org. On May 12th, alternatives will be brought forward to General Services at noon, and Public Works at 4:00 p.m. for direction from the council.

Specialized Needs Recreation has been awarded a grant of \$1,725.00 from the North American Sports Community Fund (or Ironman Fund), for Camp Allstars. Camp Allstars provides school and afternoon programs, as well as spring, summer, and winter vacation

breaks for ages 4 through 21 with disabilities. Call Angie Goucher at 769-2317 for more information.

The City is accepting applications for a temporary ground maintenance worker, mower equipment operator, and Parks administrative assistant.

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

REQUEST TO CLAIM PROPERTY TAXES INADVERTENTLY LEFT OFF THE COUNTY TAX ROLLS: Councilman Kennedy stated that at the next meeting on May 20th, the city will be talking about annual appropriations and an amendment to the Fiscal Year 07-08 budget. It makes sense to have the property taxes discussion at the same time.

MOTION: Motion by Kennedy, seconded by Edinger, to table this item to the May 20th city council meeting.

DISCUSSION: Councilman Hassell asked when the information needed to be provided to the county. Mr. Tymesen responded that they do not have a deadline until the public hearing the first meeting in September.

Motion carried.

REPLACEMENT OF FAILED PICNIC SHELTER IN CITY PARK: Councilman Hassell stated that the picnic shelter in the City Park succumbed to old age and a lot of snow and was taken down as a safety hazard. Mr. Eastwood commented that there were about 55 reservations for the shelter last year and it served over 5,000 people. He believes that it is a necessity to replace that facility. The funds for replacement will come from the Parks Capital Improvement Fund. Mr. Eastwood commented that the Finance Director is comfortable that the city will generate enough revenue through parks reservations and other mechanisms to take care of the picnic shelter replacement.

MOTION: Motion by Hassell, seconded by McEvers, to approve the replacement of the picnic shelter in City Park using Parks Capital Improvement funding.

DISCUSSION:

Mr. Eastwood confirmed that the replacement of the picnic shelter will not hinder funding the dog park or the Landings park.

Motion carried.

**ORDINANCE NO. 3331
COUNCIL BILL NO. 08-1007**

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 2.86.010 TO REDUCE THE REQUIRED NUMBER OF MEMBERS FROM FIVE (5) TO FOUR (4) AND REDEFINE THE MEMBER QUALIFICATIONS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

STAFF REPORT: Karen Haskew, Urban Forester, stated that in the past the city has had many persons in the "green" industry who were available to serve on the Urban Forestry Committee. Right now, the committee is set up for eight members, five of which must have expertise in forest management and practice. At this time the committee has four "green" members but has had a fifth opening for the last two years that they have been unable to fill. The Urban Forestry Committee and the Parks & Recreation Commission are recommending that the number of "green" members be changed from five to four, and that the green qualifications be expanded to include tree care professionals and master gardeners.

MOTION: Motion by Hassell, seconded by Kennedy, to pass the first reading of Council Bill No. 08-1007.

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

MOTION: Motion by Edinger, seconded by Goodlander, to suspend the rules and to adopt Council Bill No. 08-1007 by its having had one reading by title only.

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

RESOLUTION NO. 08-023

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR ANIMAL SHELTER SERVICES, WITH KOOTENAI HUMANE SOCIETY ITS PRINCIPAL PLACE OF BUSINESS AT 11650 N. RAMSEY ROAD, HAYDEN, IDAHO 83835.

STAFF REPORT: Wendy Gabriel, City Administrator, stated that the city's agreement with the City of Post Falls is expiring. As a result, they would like to enter into a relationship with the Kootenai Humane Society for dog sheltering. This agreement gives the city an opportunity to test the humane society's customer service delivery because the city is also starting to negotiate and develop site plans for a new facility. The savings

will be about \$2,600.00 a month. The humane society will insure that all animals that are accepted will not leave the facility until they have received a rabies vaccine and been licensed. Ms. Gabriel confirmed that the humane society is ready to take the dogs right away if the agreement is approved. Any animals that are picked up yesterday or the day before will stay in Post Falls for five days so there might be animals at both places. She encouraged citizens to check with the city first and they will be able to tell them which facility to go to in order to pick up their animal.

Councilman Hassell confirmed that the contract is for dogs only. He stated that he would hope that during the negotiations with the Humane Society that we will talk about cats. He thinks it is unconscionable that we can't take strays to the Humane Society. Ms. Gabriel stated that there will be a home for cats at the new facility.

Councilman Hassell asked what is the time period for the contract. Ms. Gabriel stated that it is renewable after one year. At that time the fees will be reviewed.

Mr. Phil Morgan, Director of the Kootenai Humane Society, stated that their cost to house a dog at their shelter is about \$130.00. The difference between the \$95.00 they are charging the city and their \$130.00 cost will be made up by the impound money that they receive from citizens who pick up their animals. He commented that it will be a test run and they are hoping to increase reclaims by putting animals on their website. It will be a test run. They are hoping to increase reclaims by putting animals on their website. Mr. Morgan commented that he feels comfortable that the humane society isn't going to lose and they can help the city.

MOTION: Motion by Hassell, seconded by McEvers, to adopt Resolution No. 08-023.

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

RESOLUTION NO. 08-024

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED AMENDED BUDGET FOR FISCAL YEAR 2007-2008, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE AMENDED ESTIMATED REVENUE FROM PROPERTY TAXES AND THE AMENDED TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND PROVIDING FOR PUBLICATION OF THE SAME.

WHEREAS, it is necessary, pursuant to Idaho Code 50-1003, for the City Council of the City of Coeur d'Alene, prior to passing an Amended Annual Appropriation Ordinance, to prepare a proposed amended Budget, tentatively approve the same, and enter such proposed amended Budget at length in the journal of the proceedings; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene, that the following be and the same is hereby adopted as an Amended Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2007:

GENERAL FUND EXPENDITURES:

| | | | |
|----------------------------|----|----------------------|-----------|
| Mayor and Council----- | \$ | 193,585 | 196,349 |
| Administration----- | | 787,352 | |
| Finance Department----- | | 771,370 | |
| Municipal Services----- | | 1,251,108 | 1,278,991 |
| Human Resources----- | | 244,632 | |
| Legal Department----- | | 1,211,519 | |
| Planning Department----- | | 546,406 | |
| Building Maintenance----- | | 527,636 | 541,636 |
| Police Department----- | | 8,675,965 | 8,732,252 |
| K.C.J.A. Task Force----- | | 24,340 | 149,340 |
| C.O.P.S. Grant----- | | 58,061 | |
| Byrne Grant----- | | 45,730 | 136,392 |
| | | | |
| Fire Department----- | | 5,879,934 | |
| General Government----- | | 344,313 | 1,649,340 |
| Engineering Services----- | | 1,310,081 | 1,459,988 |
| Streets/Garage----- | | 2,351,755 | 2,434,730 |
| Parks Department----- | | 1,643,316 | |
| Recreation Department----- | | 800,110 | 823,517 |
| Building Inspection----- | | 834,321 | |

TOTAL GENERAL FUND EXPENDITURES: ~~\$27,501,534~~ \$29,379,446

SPECIAL REVENUE FUND EXPENDITURES:

| | | | |
|----------------------------------|----|--------------------------------|--------------------|
| Library Fund----- | \$ | 1,074,027 | 1,085,112 |
| Impact Fee Fund----- | | 585,000 | |
| Parks Capital Improvements----- | | 487,500 | 737,500 |
| Annexation Fee Fund----- | | 230,000 | |
| Insurance / Risk Management----- | | 310,500 | 350,500 |
| Cemetery Fund----- | | 293,738 | |
| TOTAL SPECIAL FUNDS: | | <u>\$ 2,980,765</u> | <u>\$3,281,850</u> |

ENTERPRISE FUND EXPENDITURES:

| | | | |
|---------------------------|----|-----------------------|------------|
| Street Lighting Fund----- | \$ | 560,203 | |
| Water Fund----- | | 6,284,904 | 6,300,904 |
| Wastewater Fund----- | | 13,001,464 | 14,570,736 |
| Water Cap Fee Fund----- | | 960,000 | |
| WWTP Cap Fees Fund----- | | 2,482,683 | |

| | | |
|---|--------------------------------|--------------------------------|
| Sanitation Fund----- | 3,025,984 | |
| City Parking Fund----- | 167,132 | 240,982 |
| Stormwater Management----- | 1,504,169 | |
| TOTAL ENTERPRISE EXPENDITURES: | <u>\$27,986,539</u> | <u>\$29,645,661</u> |
| TRUST AND AGENCY FUNDS:----- | 2,647,708 | 3,147,708 |
| STREET CAPITAL PROJECTS FUNDS:----- | 250,000 | |
| 2006 GO BOND CAPITAL PROJECT FUND:- | 2,940,015 | 3,240,015 |
| DEBT SERVICE FUNDS:----- | <u>2,372,479</u> | <u> </u> |
| GRAND TOTAL OF ALL EXPENDITURES: | <u>\$66,679,040</u> | <u>\$71,317,159</u> |

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on May 12, 2008 and May 19, 2008.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 20th day of May, 2008 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed amended Budget should or should not be adopted.

STAFF REPORT: Troy Tymesen, Finance Director, invited public input at the public hearing on May 20th. Significant items on the budget amendment include improvements to the digesters at the Wastewater Treatment Plant in the amount of \$858,000.00. There are a number of moving pieces in the financial plan and, as a result, the city does a mid-year update amendment to balance the books.

MOTION: Motion by Hassell, seconded by Edinger, to adopt Resolution 08-024.

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

RESOLUTION NO. 08-025

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AMENDING THE RULES AND REGULATIONS OF THE COEUR D' ALENE WATER DEPARTMENT AS TO RATES, SCHEDULES AND CHARGES.

STAFF REPORT: Troy Tymesen, Finance Director, discussed the proposed water rates and stated that they will be block rates, based upon the number of gallons a customer uses on a monthly basis. There will also be a new commercial rate. The block rates monitor how we use water in the City of Coeur d'Alene. Eighty-Nine percent of residential customers use less than 30,000 of water per day in the summer months. The new water rate will allow the city to read meters every month and provide a monthly statement.

Information will be provided on the statement that will allow residents to view their water consumption and look at ways to reduce it. If a resident uses over 31,000 gallons per month, the rate will go up. Nonresidential customers may see a reduction in the price for 1,000 gallons of water. There will also be an irrigation account. The monthly rate will increase about 13 cents per month. The capitalization fee will increase based on the cost of new wells coming on line to serve new customers. Rates and fees will be put on the web site.

Councilman Goodlander stated that she received an email from a customer who lives on a corner lot and is concerned because of the swales that they have to maintain. Mr. Tymesen confirmed that the new rates take into account every residential customer. Properties that are one acre or over in size will probably go over 30,000 gallons per month. There are mechanisms available that can reduce the amount of water that you use. The city also has an incentive program. There will be a cost of \$.94 for every 1,000 gallons over the 30,000 limit. Mr. Tymesen explained that, as an incentive, if a customer purchases an approved water saving device, the city will reduce their water bill by \$75.00. He further explained that citizens can visit the extension office for information regarding the best and most efficient way to water. The city has also partnered with a couple of environmental organizations and can refer citizens to them. Councilman Goodlander stated that as part of the incentive program, the city should offer themselves as a resource for information on how to best to reduce water use.

Councilman Hassell stated that he thinks it would be appropriate for the Water Department to help coordinate with the extension office to put on a program for CDA-TV to help people learn to conserve.

MOTION: Motion by Goodlander, seconded by Edinger, that the Water Department be instructed to look at putting together a water conservation education program and bring it back to council for review.

DISCUSSION: Councilman Kennedy stated that a link to the Kootenai Environmental Alliance should be added to the city's web page. Mr. Tymesen confirmed that monthly reading of the meters will commence effective upon the approval of the rate increase.

MOTION by Kennedy, seconded by Hassell, to adopt Resolution 08-025.

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

RESOLUTION NO. 08-026

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A LEASE AGREEMENT WITH THE SALVATION ARMY FOR THE OLD LIBRARY BUILDING AT 201 E. HARRISON AVENUE.

STAFF REPORT: Troy Tymesen, Finance Director, stated that the old library building was built in 1975. Since the new library opened, it has been vacant. Mr. Tymesen has been in contact with a number of nonprofits who have inquired about the building, but it has not sold yet and is incurring monthly maintenance expenses. He further stated that the Salvation Army has an excellent exit strategy and in dealing with other nonprofits, Mr. Tymesen did not feel that they had a good exit strategy if they needed to move. The rental of the building eliminates the monthly expense incurred by the city, and keeps the property under council control in case there are other opportunities. In addition the Salvation Army is not asking for any tenant improvements.

Councilman Edinger asked if there has been any interest in purchasing the old library. Mr. Tymesen responded that there has been some interest, but nothing serious.

Councilman Kennedy stated that he has spoken with other nonprofits about the building, and most people wanted the city to do repairs and improvements. Councilman Bruning stated that he sits on the Board of Directors of St. Vincent DePaul and they have also looked at the building. However, St. Vincent DePaul is not in a financial position at this time to either buy or lease the building.

MOTION by Edinger, seconded by Hassell, to adopt Resolution 08-026.

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

PUBLIC HEARING: O-4-08 – AMENDMENT TO OFF-STREET PARKING REQUIREMENTS FOR HOTEL/MOTEL PARKING: Mayor Bloem read the rules of order for this public hearing. Dave Yadon, Planning Director, gave the staff report. He stated that this is a request from a private corporation to reduce the parking requirement for hotels and motels from 1.25 spaces per unit to 1 space per unit. The Planning Commission has recommended approval. Mr. Yadon stated that most communities in the country and around the Pacific Northwest have this ratio. It is also a corporate standard. He further stated that staff feels comfortable with this standard. Parking at the 1.25 ratio requires much more asphalt than is really needed. There are adjustments made in the policy for meetings rooms, restaurants, etc.

Councilman Hassell expressed concern about parking for staff. Mr. Yadon stated that generally if you have a restaurant, the ratio that is required reflects staffing and customers, as well as general meeting room requirements.

Councilman McEvers asked what effect these new regulations would have on already built establishments. Mr. Yadon stated that it has no impact on them, although if they have excess parking, they might choose to add additional rooms to accommodate the additional parking.

PUBLIC COMMENTS:

Dick Wandrocke, 4108 Arrowhead Road, was in favor, but did not wish to testify.

Councilman Goodlander expressed concern that the city keeps reducing the requirements for parking, and yet the city has more parking problems as the community grows. She is not sure she is comfortable with reducing the requirements by this much.

Councilman Hassell stated that it wasn't more than a couple of years ago that we reduced the mandatory width of parking spaces. He has found that since that time it is difficult to get in and out of some of those spaces, especially in this area where there is an abundance of larger vehicles.

Councilman Bruning asked if there were any statistics regarding how many hotel and motel occupants are shuttled and don't even bring a vehicle. Mr. Yadon stated that it varies depending on the motel and he doesn't have a direct number at this time. He further stated that from staff's review of the literature and past hotel/motel occupancy, they are quite comfortable with the proposal. Mr. Yadon also commented that the parking space size has not been reduced except for the central core area to allow for a better fit within the city's block system and structured parking.

Councilman Edinger asked if there was an urgency to pass this request. Mr. Yadon responded that there was not. The public hearing was moved forward a month because of other public hearings that were originally scheduled for this night. Normally the council would have had an opportunity to review the Planning Commission minutes from the April 6th meeting.

MOTION by Kennedy, seconded by McEvers, to continue this item to the May 20th meeting to give council an opportunity to review the minutes from the Planning Commission.

Motion carried.

PUBLIC HEARING: O-6-08 – AMENDING ZONING REGULATIONS TO ALLOW PARKS BY RIGHT: Mayor Bloem read the rules of order for this public hearing. Dave Yadon, Planning Director, gave the staff report. He commented that in the Parks Master Plan there is mention made about streamlining and making it easier for parks to occur in our neighborhoods. There is currently a requirement to go through the Planning Commission to get a special use permit before a park is approved. To make things easier, it is recommended by the Planning Commission, Parks Director, and Planning Director, that the council make parks by right an allowed use in all zoning districts. As parks come forward, they would go through their normal design and development process.

Councilman McEvers stated that he thought the established Planning & Zoning process was the level used by the Parks Director to get the parks that he wanted. Mr. Yadon stated that that is done in the initial subdivision stage when the subdivision layout is occurring. At that time the Parks Director can indicate where they want to have a park. That is done well before the application to the Planning Commission. Therefore, the Planning Commission would still see the subdivision and where the park would be located. The proposed amendment eliminates a step in the process.

Mr. Yadon confirmed that the words “by right” mean that the use is allowed in that zone.

Councilman Hassell commented that he served on the Parks & Recreation Commission in the 70’s, 80’s, 90’s, and again this decade. He remembers the lengthy process they had to go through for a park and always wondered why they made it so difficult. Having a park by right is much simpler but at the same time still gives the city oversight that they didn’t want to lose. He thinks it is a great step forward in providing a necessary amenity.

PUBLIC COMMENTS:

Dick Wandrocke, 4018 Arrowhead Road, is in favor, but did not wish to testify.

Harold Hocker, 1413 E. Spokane Avenue, asked why council hasn’t required builders to furnish the land. In most places, if a contractor builds so many houses, they have to build a school. This state has an insane, unconstitutional law and that is where the taxpayers get burned. Councilman Edinger encouraged Mr. Hocker to contact his legislators in this area and inform them how he feels.

MOTION: Motion by Goodlander, seconded by Hassell, to approve/deny the proposed amendments to the zoning regulations allowing parks by right.

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

MOTION: Motion by Edinger, seconded by Goodlander, to separate out O-4-08, Parking Requirement for Hotels and Motels, from Council Bill No. 08-1008. Motion carried.

The mayor called for a five minute recess at 8:22 p.m. The meeting reconvened at 8:29 p.m.

ORDINANCE NO. 3332
COUNCIL BILL NO. 08-1008

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 17.03.040, 17.05.002, 17.05.004, 17.05.020, 17.05.040, 17.05.082 17.05.084, 17.05.100, 17.05.120, 17.05.180, 17.05.200, 17.05.260, 17.05.280, 17.05.340, 17.05.360, 17.05.420, 17.05.440 AND 17.44.050 TO AUTHORIZE NEIGHBORHOOD AND PUBLIC RECREATION USES IN RESIDENTIAL ZONES BY RIGHT; AMENDING SECTION 17.44.050 TO MODIFY THE EXISTING CIVIL USE PARKING REQUIREMENTS USED TO DETERMINE THE NUMBER OF PARKING STALLS REQUIRED FOR A COURTHOUSE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by Edinger, seconded by Hassell, to pass the first reading of Council Bill No. 08-1008.

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

MOTION: Motion by Goodlander, seconded by Hassell, to suspend the rules and to adopt Council Bill No. 08-1008 by its having had one reading by title only.

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

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

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

The Council entered into Executive Session at 8:42 p.m. Those present were the Mayor, City Council, City Administrator, and City Attorney. Matters discussed were those of labor negotiations, personnel, property acquisition and litigation.

No action was taken and the Council returned to regular session at 9:55 p.m.

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

The meeting adjourned at 9:55 p.m.

Sandi Bloem, Mayor

ATTEST:

Amy C. Ferguson, Deputy City Clerk

RESOLUTION NO. 08-027

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING DECLARATION OF SURPLUS PROPERTY FOR THE ANNUAL CITY SURPLUS AUCTION; APPROVAL OF A MUTUAL AID AGREEMENT WITH THE SPOKANE VALLEY FIRE DEPARTMENT; APPROVAL OF A PROFESSIONAL COLLECTION SERVICES AGREEMENT WITH CHAPMAN FINANCIAL SERVICES, INC.; APPROVAL OF SS-20-07 – FINAL PLAT APPROVAL AND SUBDIVISION IMPROVEMENT AGREEMENT FOR BROKEN BARN ESTATES; APPROVAL OF SS-21-07 – FINAL PLAT APPROVAL AND SUBDIVISION IMPROVEMENT AGREEMENT FOR FRUIT LAND FIRST ADDITION; APPROVAL OF OUTDOOR EATING FACILITY ENCROACHMENT PERMITS AGREEMENTS FOR IRONHORSE RESTAURANT, MOOSE MARKET, AND THE WINE CELLAR ON E. SHERMAN AVE., AND APPROVAL OF AN AGREEMENT WITH THE CITY OF HAYDEN FOR USLA LIFEGUARD TRAINING.

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

- 1) Declaration of Surplus Property for the Annual City Surplus Auction;
- 2) Approval of a Mutual Aid Agreement with the Spokane Valley Fire Department;
- 3) Approval of a Professional Collection Services Agreement with Chapman Financial Services, Inc.;
- 4) Approval of SS-20-07 – Final Plat Approval and Subdivision Improvement Agreement for Broken Barn Estates;
- 5) Approval of SS-21-07 – Final Plat Approval and Subdivision Improvement Agreement for Fruit Land First Addition;
- 6) Approval of Outdoor Eating Facility Encroachment Permits Agreements for Ironhorse Restaurant, Moose Market, and The Wine Cellar on E. Sherman Ave.
- 7) Approval of an Agreement with the City of Hayden for USLA Lifeguard Training;

AND;

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

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

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

DATED this 20th day of May, 2008.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

STAFF REPORT

DATE: May 12, 2008
FROM: Troy Tymesen, Finance Director
SUBJECT: Declaration of Surplus

DECISION POINT:

The Council is requested to approve Exhibit "A", which is the list of surplus items for this year's surplus auction.

HISTORY:

Annually, the City liquidates underutilized and seized assets. Conducting a public sale, as per state code, completes the process. The City/County Surplus Auction is scheduled to be at the Kootenai County Fairgrounds on Saturday, May 31st. The auction will be conducted by MR. Auction.

FINANCIAL ANALYSIS:

The budgeted revenue for the surplus auction is \$12,000.00 in this fiscal year. The auction generated \$15,449.00 last fiscal year. The costs are shared with the County and School Districts and deducted from our gross revenues. The auctioneer will be retaining 20% of the gross proceeds of the sale.

PERFORMANCE ANALYSIS:

The items listed as surplus for the auction are no longer required by staff or have been seized by law enforcement. The public is then invited to acquire those items through a public sale. The library surplus items will no longer be required by staff after the opening of the new Library. The Legal Department has indicated that these items should be declared surplus at this time and then retained for auction or sale when appropriate coinciding with the opening of the new Library.

QUALITY OF LIFE ANALYSIS:

A professional auctioneer, Mr. Auction, will provide auctioneer services. If the items are sold at auction, the City will no longer have to store unused items. Further, declaring the library items surplus at this time will allow the library to retain usage of the items until the new library opens, at which time they will be able to dispose of the property in an expeditious manner.

DECISION POINT:

The Council is requested to approve the attached list of surplus items for this year's surplus auction.

SURPLUS AUCTION 2008
EXHIBIT "A"

| Quantity | Unit | Item Description | Notes | Dept. | Contact |
|----------|--------|---|--|------------|---------------|
| 1 | ea | Panasonic Laser Fax, Model KX-FL511 | Serial No. 3EBFA002363 | Bldg | Ed Wagner |
| 1 | ea | 1984 Chevrolet 1/2 ton Van - Unit 814 | 63,000 miles, Serial No. 2GCDG15HOE4152808 | Bldg Maint | Howard Gould |
| 27 | ea | Meridian Phones | M-7208 | Bldg Maint | Howard Gould |
| 30 | ea | Meridian Phones | M-2008 | Bldg Maint | Howard Gould |
| 40 | ea | Meridian Phones | M-2616 | Bldg Maint | Howard Gould |
| 3 | ea | Meridian Phones | M-7324 | Bldg Maint | Howard Gould |
| 13 | ea | Meridian Phones | M-7310 | Bldg Maint | Howard Gould |
| 3 | ea | 2-drawer file cabinets | | Bldg Maint | Howard Gould |
| 11 | ea | 6' wood book cases | | Bldg Maint | Howard Gould |
| 6 | ea | 6' wood book cases | | Bldg Maint | Howard Gould |
| 1 | ea | 7' wood book cases | | Bldg Maint | Howard Gould |
| 2 | ea | 4' wood book cases | | Bldg Maint | Howard Gould |
| 2 | ea | 2.5' H, 3' W, wood book cases | | Bldg Maint | Howard Gould |
| 1 | ea | 6' wood & metal railing | | Bldg Maint | Howard Gould |
| 1 | ea | 12' wood & metal railing | | Bldg Maint | Howard Gould |
| 7 | pieces | folding dais | | Bldg Maint | Howard Gould |
| 1 | ea | File box for rolled plans (11 cubicles) | | Bldg Maint | Howard Gould |
| 1 | ea | Wire rack | | Bldg Maint | Howard Gould |
| 1 | ea | T.V. bracket with wood plate | | Bldg Maint | Howard Gould |
| 4 | ea | Computer stand | | Bldg Maint | Howard Gould |
| 1 | ea | Overhead storage shelves for desk | | Bldg Maint | Howard Gould |
| 1 | ea | Rolling 3-tier cart | | Bldg Maint | Howard Gould |
| 1 | ea | 2-door wood credenza, laminated top | | Bldg Maint | Howard Gould |
| 1 | ea | Laminate cabinet door and drawer | | Bldg Maint | Howard Gould |
| 2 | ea | Short wood shelves | | Bldg Maint | Howard Gould |
| 1 | ea | Computer monitor, Phillips 107 | | Fire | John Morrison |
| 1 | ea | Computer monitor, KDS | | Fire | John Morrison |
| 1 | ea | HP 7300 Series All-in-One Copier, Printer, Fax, Scanner | doesn't work | Fire | John Morrison |
| 2 | ea | HP fax machines, 1220/copy | | Fire | John Morrison |
| 1 | ea | Kenmore 80 series washing machine | | Fire | John Morrison |
| 1 | ea | 5 x 7 wood trophy cabinet | | Fire | John Morrison |
| 1 | ea | Bench press without bar | | Fire | John Morrison |
| 6 | ea | Chairs | | Fire | John Morrison |
| 1 | ea | Canon Fax machine | doesn't work | Library | Bette Ammon |
| 2 | ea | Short wood shelves | | Library | Howard |
| 2 | ea | Tabletop book stands | | Library | Howard |
| 7 | ea | Metal and oak school-style chairs | | Library | Howard |
| 1 | ea | Metal Lockbox Safe | | Library | Howard |
| 1 | ea | 6' folding table | | Library | Howard |

Title

SURPLUS AUCTION 2008
EXHIBIT "A"

| Quantity | Unit | Item Description | Notes | Dept. | Contact |
|----------|------|---|-------|---------|---------|
| 1 | ea | Rolling cart | | Library | Howard |
| 1 | ea | Wheeled table | | Library | Howard |
| 1 | ea | Hands-free headphones & wireless microphone | | Library | Howard |
| 1 | ea | Electric Magnifier and Light | | Library | Howard |
| 1 | ea | Slide projector (non-carousel) - old | | Library | Howard |
| 2 | ea | 8-layered mail shelving units | | Library | Howard |
| 1 | ea | RDI security system (10 years old) | | Library | Howard |
| 1 | ea | Retractable map display for 4 maps | | Library | Howard |
| 2 | ea | 4-drawer gray filing cabinets | | Library | Howard |
| 1 | ea | Card table | | Library | Howard |
| 1 | ea | Microfiche cabinet | | Library | Howard |
| 1 | ea | Manual pencil sharpener | | Library | Howard |
| Multiple | ea | Plastic magazine holders | | Library | Howard |
| 1 | ea | VCR | | Library | Howard |
| 1 | ea | VCR | | Library | Howard |
| 1 | ea | DVD player | | Library | Howard |
| Multiple | ea | Metal book ends | | Library | Howard |
| Multiple | ea | Various framed photos and art | | Library | Howard |
| 1 | ea | Small white board for scheduling | | Library | Howard |
| 2 | ea | Coin ops - XCP | | Library | Howard |
| 1 | ea | 2-drawer filing cabinet, black | | Library | Howard |
| 1 | ea | Broken electric typewriter | | Library | Howard |
| Multiple | ea | 16mm films | | Library | Howard |
| 7 | ea | Oak doors | | Library | Howard |
| 7 | ea | Computer desks | | Library | Howard |
| 3 | ea | Office Chairs | | Library | Howard |
| 2 | ea | Padded Chairs | | Library | Howard |
| 1 | ea | Wood brochure rack | | Library | Howard |
| 1 | ea | Metal magazine rack | | Library | Howard |
| 1 | ea | Cannon Copier Imagerunner 5000S | | MS | Alison |
| 1 | ea | Rotating monitor stand | | MS | Alison |
| 1 | ea | File stacker - 12 shelf metal (tan) | | MS | Alison |
| 1 | ea | Paper cutter | | MS | Alison |
| 1 | ea | 4-pocket wall file organizer (black) | | MS | Alison |
| 1 | box | Box of 15 typewriter letter wheels | | MS | Alison |
| 1 | ea | IMB cartridge printwheel II | | MS | Alison |
| 2 | pkg | Xerox Memorywriter 600 series lift-off tapes | | MS | Alison |
| 2 | ea | Nu-Kote 192LT IMB Wheelwriter replacement tape | | MS | Alison |
| 5 | ea | Correctable film ribbons - black, for IBM Selectric II typewriter | | MS | Alison |

SURPLUS AUCTION 2008
EXHIBIT "A"

| Quantity | Unit | Item Description | Notes | Dept. | Contact |
|----------|------|---|--|-------|-------------------------------|
| 1 | ea | Black plastic desktop sorter | | MS | Alison |
| 1 | ea | Rotating monitor stand | | MS | Alison |
| 8 | ea | Plastic 13-pocket files | | MS | Alison |
| 1 | ea | Memo spindle - brass | | MS | Alison |
| 1 | ea | Check signing machine | | MS | Alison |
| 1 | ea | Computer paper rack/stand | | MS | Alison |
| 1 | ea | Map/plans rolling stand | | MS | Alison |
| 1 | ea | Legal size clear plastic wall file holder | | MS | Alison |
| 1 | ea | Black metal 5 pocket file organizer | | MS | Alison |
| 4 | ea | GRC black correction ribbons | | MS | Alison |
| 1 | box | Assorted file folders | | MS | Alison |
| 1 | ea | 1980 Ford Tractor - Unit 839A | 346 hours, 1300 (2 x 2), Serial No. ELK802D202613 | Parks | Bill Greenwood |
| 1 | ea | 2001 Toro 48" Sweeper - Unit 838B | 685 hours, Serial No. 200000135 | Parks | Bill Greenwood |
| 1 | ea | 1991 GMC Pickup Truck - Unit 819 | 67,000 miles, Serial No. 1GTCS14AOM8540780 | Parks | Bill Greenwood |
| 1 | ea | 1972 Ingersoll Compressor - Unit 856A | Needs engine overall | Parks | Bill Greenwood |
| 1 | ea | Troybilt Pressure Washer with 5 HP Honda Engine. | #1009170672 | Parks | Dennis Desmarais (Streets) |
| 1 | ea | Suzuki 300 Quad Runner ATV | #JSAAK41A2J2101991 | Parks | Dennis Desmarais (Streets) |
| 1 | ea | Pentax camera 400 mm, lenses, flash, in case | poor condition | PD | Nancy Cota |
| 1 | ea | Pentax lens | | PD | Nancy Cota |
| 3 | ea | Hanging file frames | good | PD | Nancy Cota |
| 8 | ea | Data binders - blue for hanging file frames | good | PD | Nancy Cota |
| 1 | ea | Casio PCRT-265 Cash Register & 5 rolls of thermal paper | Like New | PD | Nancy Cota |
| 1 | ea | Metal framed foot stand | | PD | Nancy Cota |
| 1 | ea | Metal paper tray - standing | Old | PD | Nancy Cota |
| 1 | ea | Metal file holder | Old | PD | Nancy Cota |
| 1 | ea | Wood - two compartment tray | Old | PD | Nancy Cota |
| 1 | ea | Texas Instrument - TI5630 Calculator | poor condition | PD | Nancy Cota |
| 2 | ea | Plantronics M10 adapters, 3 headsets | | PD | Nancy Cota |
| 1 | ea | Timex Indiglo clock radio | | PD | Nancy Cota |
| 1 | ea | Logitech mouse | | PD | Nancy Cota |
| 1 | ea | Print cartridge - Cannon FX3 | | PD | Nancy Cota |
| 2 | ea | Print cartridges - 03A for Laserjet 5P/6P | | PD | Nancy Cota |
| 1 | ea | Print cartridge - CUC BX3 | Recharged | PD | Nancy Cota |

Title

Title

SURPLUS AUCTION 2008
EXHIBIT "A"

| Quantity | Unit | Item Description | Notes | Dept. | Contact |
|----------|------|---|---|------------|----------------------------|
| 1 | ea | 2000 Chevrolet Impala, 109170 miles | VIN #2G1WF55K1Y9283759, bad transmission | Recreation | Dennis Desmarais (Streets) |
| 1 | ea | Miller SRH33 DC Arc Welder, SN R383913 | | Streets | Diana Booth |
| 2 | ea | Husqvarna leaf blowers, mod #132HBV | | Streets | Diana Booth |
| 1 | ea | 3000 Watt a/c generator | Not running. Missing the carburator. No model or serial number. | Streets | Diana Booth |
| 1 | ea | Smal pressure pump | | Water | Terry Pickel |
| 1 | ea | Hand pump | | Water | Terry Pickel |
| 1 | ea | Old Mueller Water main tapping machine type E-4 | | Water | Terry Pickel |
| 1 | ea | Old Mueller Water main tapping machine, type D-4 | | Water | Terry Pickel |
| 1 | ea | Mueller water main direct tap machien type D-101 | | Water | Terry Pickel |
| 1 | ea | Pipe pusher | | Water | Terry Pickel |
| 1 | ea | Metal desk | | WW | Casey Fisher |
| 1 | ea | Filing cabinet | | WW | Casey Fisher |
| 2 | ea | PhD-Lite portable gas detectors | | WW | Casey Fisher |
| 1 | ea | Toro Ground Master 52 inch riding lawn mower | | WW | Casey Fisher |
| 1 | ea | True Value Deluxe gas powered edger (Model TT-16LD) | | WW | Casey Fisher |
| 1 | ea | Minn Kota Turbo 65 Electric Trolling Motor | | WW | Casey Fisher |
| 1 | ea | Compaq Armada laptop | Pentium Pro with 32 MB RAM, Windows 95 | WW | Sandee Riggs |
| 1 | ea | Panasonic KX-FL511 Fax machine | Receives fine, doesn't always pull originals to send | WW | Sandee Riggs |
| 1 | ea | Artifical Christmas tree | | WW | Sandee Riggs |
| 1 | ea | Live Christmas tree stand | | WW | Sandee Riggs |
| 1 | ea | Fugitsu DSL modem | unknown working condition | WW | Sandee Riggs |
| 1 | ea | Drafting table rail & guide | | WW | Sandee Riggs |
| 2 | ea | Auto consoles/cupholders | | WW | Sandee Riggs |
| 1 | ea | Rolling file drawer | | WW | Sandee Riggs |
| 1 | ea | Printer card | | WW | Sandee Riggs |
| 1 | ea | Amana microwave | Works | WW | Sandee Riggs |
| 2 | ea | 3' x 8' folding tables | tops are damaged | WW | Sandee Riggs |
| 1 | ea | 1994 GMC Sierra, Vin #2GTEC192OR1539711 | located in the WW Compost yard | WW | Sandee Riggs |

Title

Title

City of Coeur d'Alene

FIRE DEPARTMENT

"City of Excellence"

Staff Report

Date: May 6, 2008

From: Kenny Gabriel, Fire Chief

Re: Mutual Aid agreement with Spokane Valley Fire Department

DECISION POINT: Should Mayor and Council allow the Fire Department to enter into a Mutual Aid agreement with the Spokane Valley Fire Department?

HISTORY: The Fire Department has Mutual Aid agreements with numerous neighboring Fire Departments. With our ever growing population and fire threats we have identified a need to have agreements in place with Departments in Washington. Spokane Valley is closer than many Departments we already have agreements such as Sandpoint and Kellogg. With the addition of high rise buildings and more homes being built in the Wildland/Urban Interface these agreements are more valuable than ever.

FINANCIAL ANALYSIS: There could be a cost associated with a response to their area.

PERFORMANCE ANALYSIS: Spokane Valley Fire Department is a fully paid, professional Fire Department. They have stations close to State Line and could be in the City faster than many Departments in our County. They come with their own command staff as well as Firefighting resources which are an added component to Incident Management.

DECISION POINT/RECOMMENDATION: Enter into a Mutual aid agreement with the Spokane Valley Fire Department.

MUTUAL AID AGREEMENT

THIS AGREEMENT, made and entered into this 20TH day of May, 2008, by and between the City of Coeur d'Alene, a municipal corporation of the State of Idaho, the City of Coeur d'Alene Fire Department, and the Spokane Valley Fire Department, a Washington municipal corporation;

WITNESSETH:

WHEREAS, each of the parties hereto has an interest in the control of fires, fire protection, emergency medical service, hazardous materials control and/or other major emergency support; and

WHEREAS, in the event of a major fire, disaster or other emergency, any party may need assistance of the other parties to this Agreement, to provide supplemental fire suppression, emergency medical service equipment and personnel, hazardous materials control, and/or other emergency support; and

WHEREAS, it is believed each of the parties may have the necessary equipment and personnel available to enable it to provide such services to the other parties to this Agreement in the event of such a major fire, disaster, hazardous materials control, or other emergency; and

WHEREAS, the equipment and facilities of each party are located in such a manner as to enable each party to render mutual assistance to the others; and

WHEREAS, it is not the intent of any of the parties hereto that this Agreement be interpreted to be a joint powers agreement or a creation of any separate legal or administrative entity, and

WHEREAS, each of the parties to this Agreement has determined that it is in the best interests of each party to set forth guidelines for providing mutual assistance to each other in the case of a major fire, disaster or other emergency; now, therefore

IT IS HEREBY AGREED as follows:

1. REQUEST FOR ASSISTANCE. The Commanding Officer or Incident Commander of the party (also known as the Requesting Party) at the scene of an emergency within the boundaries of that party's geographical jurisdiction is authorized to request assistance from another party or parties to this Agreement, if confronted with an emergency situation, at which the Requesting Party has determined a need for equipment or personnel in excess of that available at the Requesting Party's facilities.
2. RESPONSE TO REQUEST. Upon receipt of a request as provided for in Paragraph No. 1 of this Agreement, the Commanding Officer of the party or parties receiving the request (also known as the Responding Party) shall immediately take the following action:
 - A. Determine if the Responding Party has equipment and personnel available to respond to the request of the Requesting Party, and determine the type of equipment and number of personnel available.
 - B. Determine what available equipment and personnel, if any, should be dispatched in accordance with the plans and procedures established by the parties hereto.
 - C. In the event the requested equipment and/or personnel are available, then the Commanding Officer shall dispatch such equipment and/or personnel to the scene of the emergency, with proper operating instructions.
 - D. In the event the requested equipment and/or personnel are not available, the Commanding Officer shall immediately advise the Requesting Party of such.

3. COMMAND RESPONSIBILITY AT EMERGENCY SCENE. The Incident Commander of the Requesting Party at the scene of the emergency, to which the response is made, shall be in command of the operations under which the equipment and/or personnel sent by the Responding Party shall serve; provided, however, that the responding equipment and/or personnel shall be under the immediate supervision of the officer in charge of the responding equipment and/or personnel. If the Incident Commander specifically requests a senior officer of the Responding Party to assume command, then the Incident Commander shall not, by relinquishing command, be relieved of responsibility for operation.
4. LIABILITY. The parties agree that the Requesting Party shall assume liability for and hold the Responding Party harmless from all liabilities that arise out of command decisions or judgments. However, each party hereto agrees to assume responsibility for liabilities arising out of the actions of its own personnel and to hold all other parties harmless therefrom as to actions relating to performance under this Agreement.
5. RETURN OF EQUIPMENT. Upon completion of rendering of assistance, such help as is necessary will be given by the parties to locate and return any items of equipment to the fire department owning said equipment. All equipment and personnel used under the terms of this Agreement shall be returned to the Responding Party upon being released by the Requesting Party, or on demand being made by the Responding Party for return of said equipment and personnel.
6. COMPENSATION. Each party agrees that it will not seek from any other party compensation for services rendered under this Agreement. Each party hereto shall at all times be responsible to its own employees for payment of wages and other compensation and for carrying workers' compensation upon said employees; and, each party shall be

responsible for its own equipment and shall bear the risk of loss therefor, irrespective of whether or not said personnel and equipment are being used within the area of primary responsibility of that party. Provided, however, if fire suppression chemicals are utilized by the Responding Party, the Requesting Party shall compensate the Responding Party for the actual cost of such chemicals. Provided further that the party requesting assistance shall attempt to obtain financial assistance from federal and state agencies where financial assistance is available to reimburse the assisting party for costs, losses or damages incurred in supplying mutual aid under this agreement. Nothing in this agreement shall prohibit any party to this agreement from seeking civil damages from any individual or entity which may have been responsible for the emergency conditions for which aid was requested.

7. INSURANCE. Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.
8. PRE-INCIDENT PLANNING. The Commanding Officers of the parties may, from time to time, mutually establish pre-incident plans which shall indicate the type and location of potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched under various possible circumstances, the number of personnel that should be dispatched under such circumstances, and the training to be conducted to ensure efficient operation. Such plans shall take into consideration the proper protection by the Responding Party of its own geographical jurisdiction. The parties hereto agree to take such steps as are feasible to standardize equipment such as couplings, hoses, and apparatus, so that said equipment can be fully utilized by any of the parties hereto.

9. SHARED PURCHASING. There shall be no joint or cooperative acquiring, holding and disposing of real or personal property.
10. ADMINISTRATION AND FINANCE. There is not hereby created any separate legal or administrative entity as might be provided by Chapter 39.34 R.C.W. or by Idaho Code. There shall be no joint or cooperative acquiring, holding and disposing of real or personal property as allowed in R.C.W. 39.34(4)(b), and each party hereto shall be responsible for administering and financing its separate obligations hereunder.
11. DOCUMENT CONTROL – EXECUTION. A duplicate original of this Agreement shall be filed at the administrative offices of each party. The Agreement shall be effective upon execution by the parties.
12. TERMINATION. This Agreement shall remain in full force and effect from year to year unless sooner terminated as follows:
 - A. A party desiring to terminate this Agreement shall serve written notice upon the other parties of its intention to terminate this Agreement. Such notice shall be served not less than ninety (90) calendar days prior to the termination date set forth in said written notice. Said written notice shall automatically terminate this Agreement on the date specified therein, unless rescinded prior thereto in writing.
 - B. Termination of the relationship effected by this Agreement shall not preclude future agreements for mutual aid between the parties.
13. BENEFITS. This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.
14. AGREEMENT NOT EXCLUSIVE. This Agreement is not intended to be exclusive as between the parties hereto. Any of the parties hereto may, as they deem necessary or expedient, enter into a separate mutual assistance agreement or agreements

with any other party or parties. Entry into such separate agreement shall not change any relationship or covenant herein contained, unless the parties hereto mutually agree in writing to such change.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF COEUR D'ALENE

Sandi Bloem, Mayor

Attest: _____
Susan Weathers, Clerk

CITY OF SPOKANE VALLEY FIRE DEPARTMENT

Mike Thompson, Fire Chief

FINANCE DEPARTMENT STAFF REPORT

Date: May 12th, 2008
From: Troy Tymesen, Finance Director
Subject: Agreement to provide professional collection of past due debt.

Decision Point:

To enter into an agreement to provide professional collection services with Chapman Financial Services, Inc. for the collection of past due debt owed to the City of Coeur d' Alene.

History:

The City of Coeur d' Alene has utilized the services of Chapman Financial Services, formerly known as Coeur d' Alene Adjustment Bureau, formerly known as Coeur d' Alene Credit Bureau since 1987.

Financial Analysis:

Under our current agreement with Chapman Financial, past due amounts presented by the City of Coeur d' Alene to Chapman Financial are assessed a 40% collection fee on amounts recovered. The new agreement eliminates the fee assessed to the City of Coeur d' Alene as Chapman Financial would add a 33% fee to the amount referred by the City of Coeur d' Alene to the debtor. The proposed agreement with Chapman Financial Services is cancellable with a thirty day written notice. This proposal was competitively shopped and returns the best value to the City.

Performance Analysis:

The recovery rate has been approximately 40.6%. A dedicated account manager and internet access is provided for monitoring City of Coeur d' Alene accounts. The customer service provided exceeds expectations. Our legal department has reviewed the agreement with no suggestions for changes.

Recommendation:

To retain Chapman Financial Services, Inc. as the City of Coeur d' Alene's past due debt collection provider.

Chapman Financial Services, Inc.

"Professional Collections since 1930"

316 N. 4th Street
208-667-4671

www.chapmanfs.com

Coeur d'Alene, ID 83814
800-594-9866

PROFESSIONAL SERVICES AGREEMENT

Client Name: City of Coeur d'Alene

Phone: 208-769-2227

Address: 710 Mullan Ave.

Email: sconklin@cdaid.org

Address: Coeur d'Alene, ID 83814

Contact Name(s) Sherry Conklin

Account Number _____

This Agreement is made by and between Chapman Financial Services, Inc., an Idaho corporation licensed to do business as an Idaho collection agency (hereinafter referred to as "Collector") and the City of Coeur d'Alene, an Idaho political subdivision (hereinafter referred to as "Client"),

1. Assignment of Accounts: Client, at its sole discretion, will turn over and assign delinquent accounts to Collector. Collector shall provide collection services on each account assigned by Client. Client warrants that each account assigned to Collector has not been paid in full and is delinquent. Client agrees that each account is assigned the moment it is listed with Collector, either through electronic or paper means. The parties expressly agree that Collector is entitled to its commission rate on all monies received by either Client or Collector after an account has been assigned to Collector.

2. Client Responsibilities: Client agrees to provide collector with any itemized billings showing original charges, any credits or adjustments to the account, dates of service, payments, additional charges, and unpaid balance(s) upon request of Collector.

Client acknowledges that certain non-protected information it supplies to Collector about individual accounts may be forwarded to a national credit reporting agency. Client warrants that it will not furnish any information to Collector it knows or has reason to believe is inaccurate. Client further acknowledges and warrants that it has provided all notices to which patient is entitled prior to assignment of the account for collections.

Each party agrees to notify the other of any assigned accounts that have been affected by a bankruptcy petition. Client agrees not to assign any account to Collector that is affected by a bankruptcy petition provided Client has been duly notified in writing of such bankruptcy filing.

If Client receives a direct payment from a consumer, or barter for trade of indebtedness, after an account has been assigned to Collector, then Client will immediately notify Collector of the payment or barter and Client understands that Collector is still entitled to its commission rate.

Client shall not continue collection efforts including, but not limited to, invoicing patients, calling patients, or setting up payment arrangements on accounts that have been assigned to Collector for collection purposes. However, if Client receives an offer directly from the patient or guarantor to pay a non-legal account in full, Client may receive the payment in full and notify Collector as soon as is practical and the parties understand that Collector is still entitled to its commission rate.

3. Collector's Responsibilities: Collector shall use all lawful means to effect collection of all accounts assigned to it for collections pursuant to this Agreement including letters, telephone calls and skip tracing methods. Collector warrants that it shall abide by all applicable federal, state and local statutes and rules, including, but not limited to the Fair Debt Collection Practices Act and the Fair Credit Reporting Act. Collector shall perform all services in a courteous and business like manner consistent with the image and reputation of Client. Collector warrants that it is duly licensed in the State of Idaho.

Each party agrees to notify the other of any assigned accounts that have been affected by a bankruptcy petition. Client agrees not to assign any account to Collector that is affected by a bankruptcy petition provided Client has been duly notified in writing of such bankruptcy filing.

Collector shall provide Client with a monthly report of collection activities. Reports can be provided on a more frequent basis upon request by Client. Reports will also be available on-line through Collector's client services.

4. Commission Rates:

a. Contingency Fees: Collector's fee for collection efforts is contingent upon actual money collected.

b. Collection Fee: Collector will add a collection fee of thirty three percent (33%) to all principal balances referred for collection pursuant to Idaho Code § 67-2358. Provided, Client expressly warrants and agrees to make a "reasonable attempt to advise the debtor of the debt", as that term is defined in Idaho Code § 67-2358(2)(a) & (b), prior to referring any account to collections.

c. Non-Legal Accounts: A non-legal account is one that has been assigned to Collector, but has not yet been included in a collection lawsuit filed by Collector. Client shall be paid monthly the sum of 75.2% on all monies collected on non-legal accounts and Collector shall retain the remaining 24.8% as a commission. As such, with the combination of the principal balance and collection fee, any monies collected upon a

non-legal account will have the net result of distributing one hundred percent (100%) of the principal balance referred to Client and the thirty three percent (33%) collection fee to Collector. Collector will also send out pre-collect letter service free of charge.

d. Legal Accounts: (a) A legal account is one that has been assigned to Collector and is included in a collection lawsuit filed by Collector or was included in a previously obtained judgment. If Collector determines that it is necessary to file a collection lawsuit on any of Client's accounts, Collector hereby expressly agrees to obtain prior written authorization from Client prior to initiating said collection lawsuit. Once legal action has been initiated, all monies received from, or on behalf of, consumer shall first be applied to Collector's out of pocket court costs, service fees and attorney fees and then applied towards Client's account(s). Client shall be paid monthly the sum of fifty percent (50%) on all monies collected, including principal balance and collection fees, and applied to its legal accounts. Except as stated in subparagraph (b), below, Client is not obligated to reimburse or pay Collector's out of pocket legal expenses incurred in collection lawsuits against consumers/patients.

(b) In the event Collector obtains prior written authorization from Client and Client desires to cancel an account during the lawsuit process, the Collector may demand reimbursement of its out of pocket legal expenses from Client for that particular lawsuit provided all appropriate invoices, billing and other documentation shall accompany the monthly report that includes deductions for out of pocket expenses for filing fees, service fees and attorney fees or the reimbursements shall be reversed.

e. Interest: Any and all monies collected on an account from the accrued interest after assignment or date of referral, shall be paid to Collector.

f. Forwarding of Accounts: If an account is forwarded to another agency by the Collector for collection the Collectors commission rate shall be fifty percent (50%) of the monies collected **whether or not legal action is taken**. Forwarding of said accounts is at the discretion of the Collector and Collector agrees to obtain a chain of trust business associate agreement from any forward agency.

g. Second Assignments: A second assignment is an account that has previously been assigned to another collection agency and cancelled back to Client. The placement of this cancelled account with Collector is a "second assignment" and will be collected by Collector at the rate of fifty percent (50%).

h. Returned Check Contingency Fees: All NSF or Account Closed checks will have a \$20.00 Returned Check Fee (or whatever is currently specified by State law) automatically added to the principle amount of the check. Client agrees to post at their place of business, in plain sight, the Returned Check Fee to be added to all returned checks.

Collectors Commission rate on checks including fee:

00%

Clients Commission rate on checks including fee:

100%

5. GENERAL PROVISIONS

a. Term and Termination: This Agreement shall become effective upon execution by the parties and remain in effect until either party provides thirty (30) days prior written notice to the other party that this Agreement will be terminated.

b. Governing Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Idaho.

c. Entire Agreement: This Agreement contains the entire understanding between the parties on the subject matter hereof. Any representation, promise, modification, or amendment to this Agreement shall not be binding upon either party unless reduced to writing and signed on behalf of the parties by duly authorized representatives.

d. Venue: Venue for any suit in equity or action at law to interpret or enforce this Agreement shall be in the District Court of Kootenai County in and for the State of Idaho.

e. Attorney Fees: In the event that it becomes necessary for either party to seek the services of an attorney for the enforcement of its rights under this Agreement, the prevailing party shall be entitled to recover its cost and reasonable attorneys' fees incurred in that process, whether or not suit or action is filed. In the event that suit or action is filed, the amount of the costs and reasonable attorney fees to which the prevailing party shall be entitled shall be determined by the court, or the courts, in which the matter, including any appeal therein, is tried, heard or decided.

f. Binding Effect: This agreement shall inure to the benefit of and shall be binding upon not only the parties hereto, but also upon their respective heirs, successors, representatives and assigns.

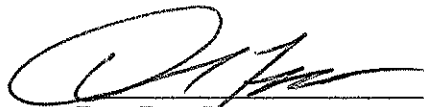
Dated 1/22/2008

"Client"

City of Coeur d'Alene
An Idaho Political Subdivision

Chapman Financial Services, Inc.
An Idaho corporation

By: _____
Its: _____


By: Dan Jess
Its: Vice-President Sales & Marketing

**CITY COUNCIL
STAFF REPORT**

DATE: May 20, 2008
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Broken Barn Estates, Final Plat, Subdivision Agreement and Security Approval

DECISION POINT

Staff is requesting the following:

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

HISTORY

- a. Applicant: Richard Sipes
LTI Investments, LLC
12910 S. Fairway Ridge
Spokane, WA 99224
- b. Location: South side of Spokane Avenue, between 7th & 9th Streets.
- c. Prior Action: November 2007, preliminary plat approval by the CdA Planning Commission.
- d. Zoning: The subject property is zoned R-12.

FINANCIAL ANALYSIS

The developer has chosen to enter into a subdivision agreement with the City in lieu of improvements installation. The accompanying agreement and attached security (\$9,588.00) provide the financial means to install the required improvements should the developer default on their installation.

PERFORMANCE ANALYSIS

The developer has agreed to have the required infrastructure (sidewalk, sewer & water lateral services, pavement patch) installed by August 30, 2009. Approval of the final plat will allow for the sale of lots but building permits will not be available for issuance until the improvements have been installed.

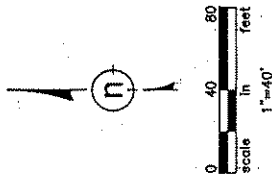
DECISION POINT RECOMMENDATION

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

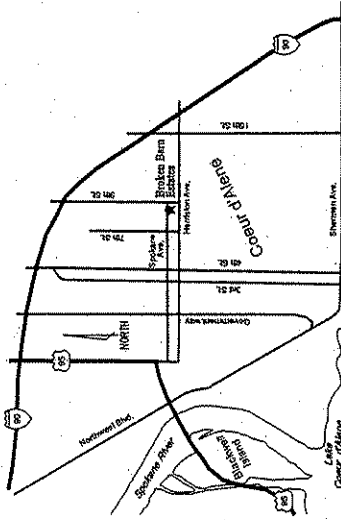
BROKEN BARN ESTATES

A replat of Lot 2, Block 1, H. K. SUBDIVISION,
Situated in the Southwest Quarter of the Southeast Quarter,
Section 12, Township 50 North, Range 4 West, Boise Meridian,
City of Coeur d'Alene, Kootenai County, Idaho

Book: _____
Page: _____
No. _____



vicinity map
NOT TO SCALE



legend

- ▲ - Calculated Point (nothing found or set)
- - Found 5/16" Rebar with Yellow Plastic Cap Marked as noted
- - Set 5/16" x 30" Rebar with Yellow Plastic Cap Marked "ALS 12110"
- - Plat Boundary Line
- - Adjacent Property Line
- - Lot Line

record information

R1 - All bearings and distances match the recorded Plat of Block 1, H. K. Subdivision, Book 6, Page 18 when this plat is related into the Idaho State Plane Coordinate System.

R2 - All bearings and distances match the recorded Plat of LYNN'S ADDITION, records of Kootenai County, Idaho, Book 6, Page 18 when this plat is related into the Idaho State Plane Coordinate System.

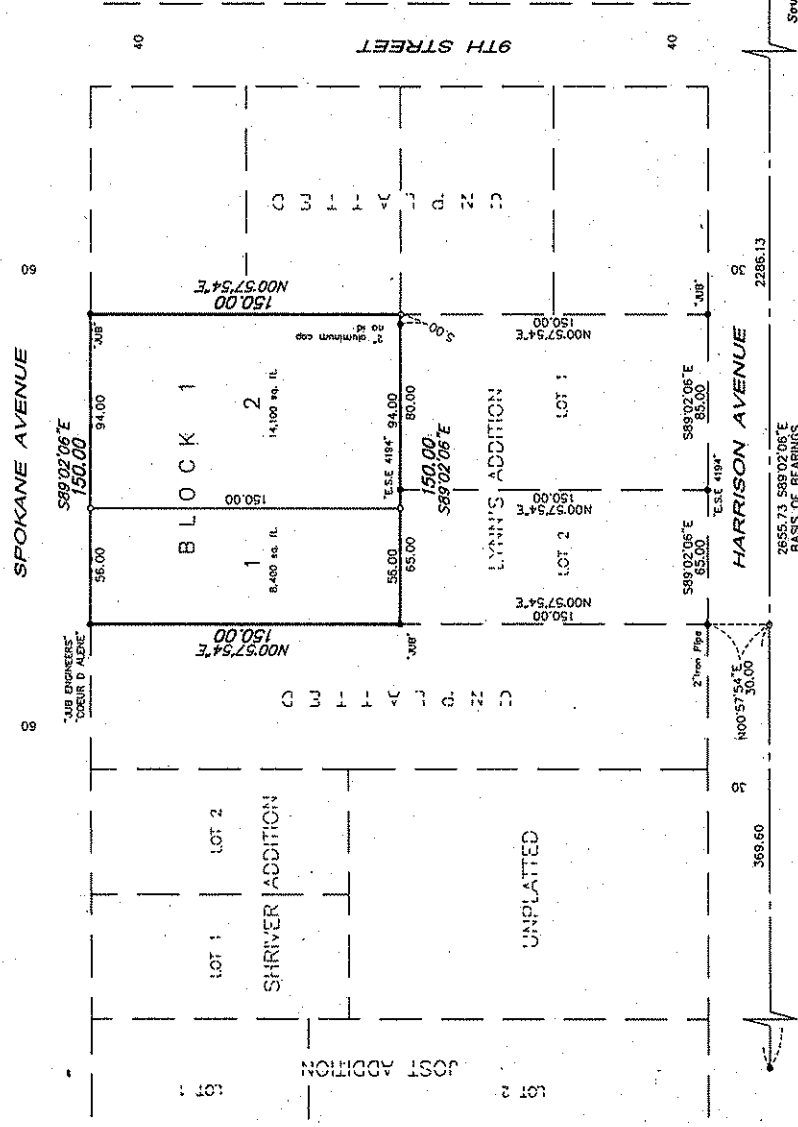
basis of bearings

The Idaho State Plane Coordinate System, First Zone (NAD83) 1982 adjustment, from the South Quarter Corner to the Southeast Corner of Section 12, Township 50 North, Range 4 West, Boise Meridian, shown on Plat of LYNN'S ADDITION.



h2
Engineering
& Surveying, LLC
9900 N. Hesse Street, Suite 2
Hayden, Idaho 83855
Phone: (208) 775-5500
Fax: (208) 775-0819
www.h2survey.com
Project Number: 2007-071
Date: February 5, 2006

Sheet 1 of 2



Southeast Section Corner
Found 3/4" iron pin with C.P.M. Instrument #131054

South 1/4 Corner
Found 3/4" iron pin with C.P.M. Instrument #131754

AGREEMENT TO PERFORM SUBDIVISION WORK

THIS AGREEMENT made this ____ day of May, 2008 between the LTI Investments , LLC, with Richard Sipes as Managing Member, whose address is 12910 S. Fairway Ridge, Spokane, WA, 99224, hereinafter referred to as the "**Developer**," and the City of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "**City**,"

WHEREAS, the City has approved, subject to completion of the required improvements, the Broken Barn Estates subdivision, a two (2) lot residential subdivision in Coeur d'Alene, situated in Section 12, 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: Concrete sidewalk, sanitary sewer lateral service and appurtenances, water line lateral service and appurtenances, asphalt street patch and appurtenances as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 30th day of August, 2009. Said improvements are more particularly described on the engineers estimate dated May 9, 2008, signed and stamped by Bruce Noble, PE #7047, of h2 Engineering and Surveying, LLC, 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 Nine Thousand Five Hundred Eighty Eight and 00/100 (**\$9,588.00**) 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's 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's shall be responsible for any 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

LTI INVESTMENTS, LLC



Richard Sipes, Managing Member

**CITY COUNCIL
STAFF REPORT**

DATE: May 20, 2008
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Fruit Land First Addition, Final Plat, Subdivision Agreement and Security Approval

DECISION POINT

Staff is requesting the following:

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

HISTORY

- a. Applicant: Steve Widmyer/William Reagan
1319 Ash Avenue
Coeur d'Alene, ID 83814
- b. Location: East side of Fruitland Lane, north of Neider Avenue.
- c. Prior Action: December 2007, preliminary plat approval by the CdA Planning Commission.
- d. Zoning: The lot adjoining Fruitland Lane is residential, while the two (2) lots fronting U.S. Hwy. 95 are commercial.

FINANCIAL ANALYSIS

The developer has chosen to enter into a subdivision agreement with the City in lieu of improvements installation. The accompanying agreement and attached security (\$53,365.50) provide the financial means to install the required improvements should the developer default on their installation.

PERFORMANCE ANALYSIS

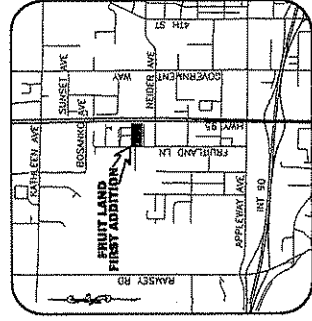
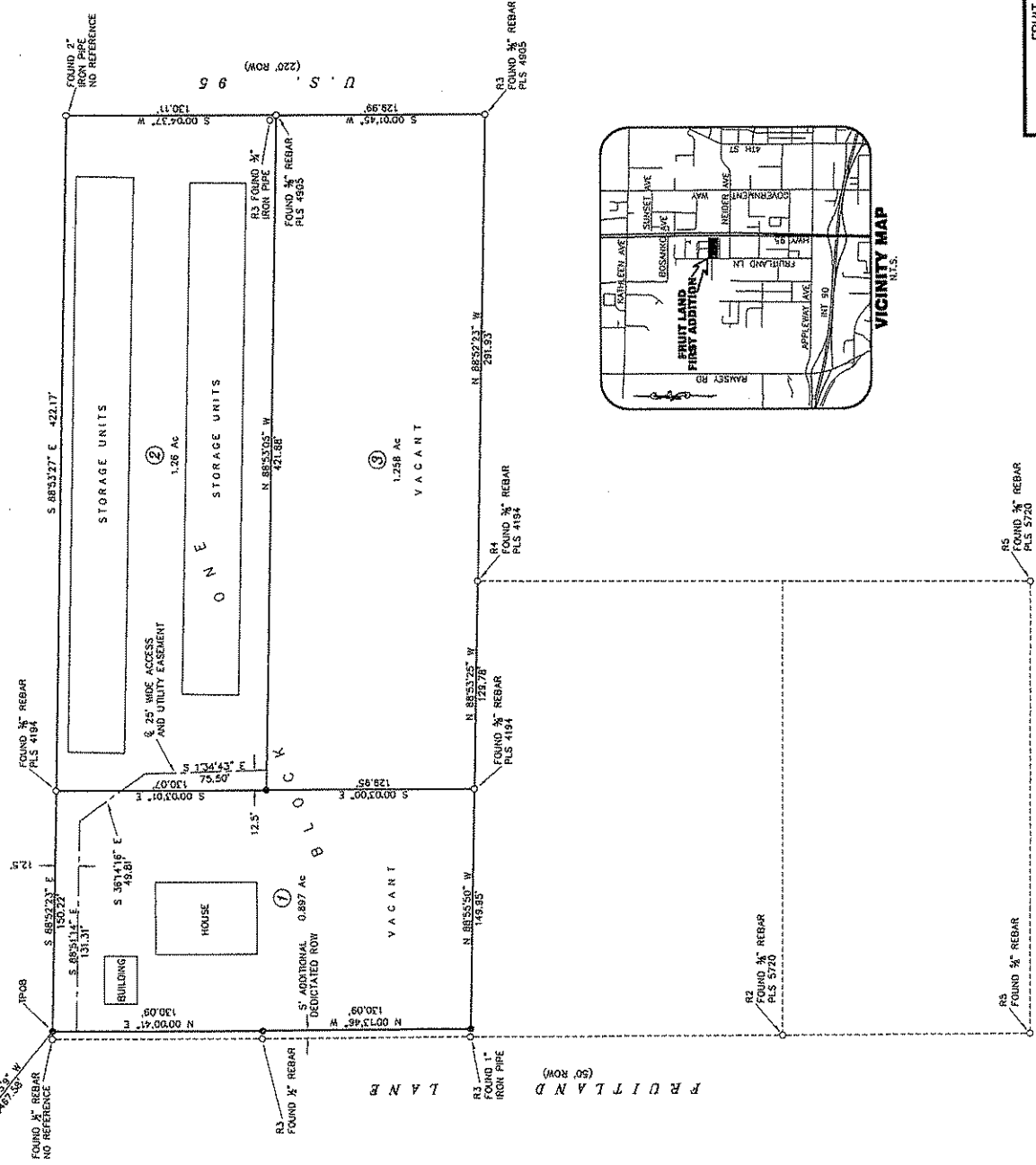
The developer has agreed to have the required infrastructure (curbing, sidewalk, pavement widening, sewer laterals and water main) installed by June 1, 2009. Approval of the final plat will allow for the sale of lots, however, building permits will not be available for issuance until the improvements have been installed.

DECISION POINT RECOMMENDATION

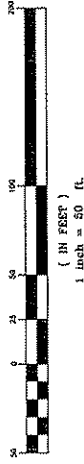
1. Approve the final plat document with the accompanying subdivision agreement and security.

FRUIT LAND FIRST ADDITION

A SUBDIVISION OF LOTS 70 AND 71 OF THE PLAT OF FRUIT LAND ADDITION ACRE TRACTS
IN THE NE QUARTER OF SEC. 2, T.50N., R.4W., B.M.,
IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



GRAPHIC SCALE



LEGEND

- Φ P.L.S. CORNERS AS NOTED
- O FOUND SURVEY PINS AS NOTED
- SET 1/2" REBAR WITH PVC CAP MARKED "P.L.S. 5285"

REFERENCES

- R1-PLAT OF FRUIT LAND ADDITION ACRE TRACTS- BOOK C, PAGE 12
- R2-RECORD OF SURVEY - BOOK 7, PAGE 183
- R3-RECORD OF SURVEY - BOOK 22, PAGE 409
- R4-RECORD OF SURVEY - BOOK 11, PAGE 269
- R5-RECORD OF SURVEY - BOOK 11, PAGE 269

CITY OF COEUR D'ALENE GRID DATUM

NAD 83, 1982 ADJUSTMENT CAF 1.000099
Δ AT THE P.O.B. = -0.4872"
1" P.O.B. = 1.26522" (GRID)
E 231527.00
N 231527.00

BASIS OF BEARING

CONTROL POINT "YARD" TO CONTROL POINT "TD CDA"
N 13°03'46" E



RUSSELL G. HUNSAKER, P.L.S. #5285

FRUIT LAND FIRST ADDITION

| | | |
|-----------------|----------|------|
| SCALE: 1"=50' | 2-50N-4W | F190 |
| DATE: 10/18/07 | | |
| OWNER: BR. JAN | | |
| FILE: F190-PLA1 | | |

FRAME & SMITH, PA
Consulting Engineers
403 North 4th Street, Coeur d'Alene, Idaho 83814
Ph: (208) 684-2071 Fax: 785-5560 Email: info@framesmith.com

AGREEMENT TO PERFORM SUBDIVISION WORK

THIS AGREEMENT made this ____ day of May, 2008 between Steven D. Widmyer and Marie Widmyer, husband and wife, and William T. Reagan and Danelle Reagan, husband and wife, whose address is 1319 Ash Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**Developer**," and the City of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "**City**,"

WHEREAS, the City has approved, subject to completion of the required improvements, the Fruit Land First Addition subdivision, a three (3) lot residential/commercial subdivision in Coeur d'Alene, situated in Section 2, 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: sanitary sewer connection and lateral extensions, potable water main extension w/ appurtenances, concrete curb installation, standard five foot (5') sidewalk installation, drainage swale construction w/ drywell installation, asphalt street patch and street widening, as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 1st day of June, 2009. Said improvements are more particularly described on the subdivision improvement plan entitled "Grading, Drainage, Water and Sewer Plan", dated May 13, 2008, signed and stamped by Russ Helgeson, PE #6864 of Frame & Smetana, PA, Consulting Engineers, 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 Fifty Three Thousand Three Hundred Sixty Five and 50/100 Dollars (**\$53,365.50**) 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's 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's shall be responsible for any 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

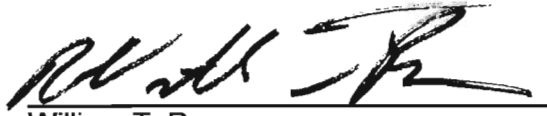
DEVELOPER



Steven D. Widmyer



Marie Widmyer



William T. Reagan



Danielle Reagan



U.S. Bank National Association
International Department
1420 Fifth Avenue, 9th Floor
Seattle, WA 98101 U.S.A.
Phone: 206-344-2398
Fax: 206-344-5365

=====

Irrevocable Standby Letter Of Credit

=====

May 12, 2008

Beneficiary:
City of Coeur d'Alene
City Hall, Attn: Chris Bates
710 Mullan Avenue
Coeur d'Alene, ID 83814

Applicant:
Steven D. and R. Marie Widmyer
William T. and Danelle A. Reagan
1319 Ash Ave.
Coeur D'Alene, ID 83814

Letter Of Credit Number: SLCSSEA03153
~~~~~

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Expiry Date: June 1, 2010  
At: Our Counters Presently Located At 1420 Fifth Avenue, 9th Floor, International Department,  
Seattle, WA, 98101 On Or Before 5:00 P.M.

-----

Amount U.S. \$53,365.50.00  
Not Exceeding: Fifty Three Thousand Three Hundred Sixty Five and 50/100 U.S. Dollars

-----

We hereby issue this irrevocable Standby Letter of Credit available by your draft(s) drawn at sight on U.S. Bank National Association and accompanied by the following documents:

1. A statement purportedly signed by an authorized representative of the City of Coeur d'Alene stating as follows:  
"The amount of the draft drawn represents funds due the City of Coeur d'Alene due to the failure of Steven D. and R. Marie Widmyer and William T. and Danelle A. Reagan., to complete grading, drainage, water and sewer plan per the terms and conditions of the subdivision improvement plan as required under title 16 of the Coeur D'Alene Municipal Code in the Fruit Land First Addition Subdivision situated in Section 2, Township 50 North, Range 4 West B.M., Kootenai County, Idaho, dated May 2, 2008 and stamped by Russ Helgeson, PE #6864 of Frame & Smetana, PA, Consulting Engineers, on file in the City Engineer's office."
2. The original of this Letter of Credit, including any Amendments, must be submitted to the bank for our endorsement of any payments effected by us and/or for cancellation.

Partial drawings allowed

Drafts drawn under this credit must bear the clause: "Drawn under U.S. Bank National Association Irrevocable Standby Letter of Credit no. SLCSSEA03153."

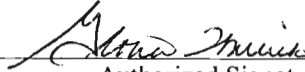
This credit is subject to "The Uniform Customs and Practice for Documentary Credits" (2007 revision) International Chamber of Commerce Publication No. 600".



We hereby engage with you that draft(s) drawn and/or documents presented under and in compliance with the terms of this irrevocable standby letter of credit will be duly honored upon presentation to us.

Draft(s) and documents must be presented to our office at U.S. Bank National Association, International Department 1420 5<sup>th</sup> Avenue, 9<sup>th</sup> Floor, Seattle, WA 98101, in person, or by overnight courier on or before the expiration date of this Letter of Credit.

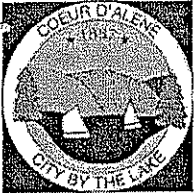
U.S. Bank National Association  
International Banking Division



Authorized Signature

Gloria Warrick  
Letter of Credit Officer





# CITY OF COEUR D'ALENE

MUNICIPAL SERVICES  
DEPARTMENT

CITY HALL, 710 E. MULLAN  
COEUR D'ALENE, IDAHO 83816-3964  
208.769.2229 or fax 769.2237  
kathylew@cdaid.org

## OUTDOOR EATING FACILITY ENCROACHMENT APPLICATION

|                              |                           |                |                        |
|------------------------------|---------------------------|----------------|------------------------|
| Name of Eating Establishment | IRON HORSE BAR & GRILL    |                |                        |
| Applicant's Name             |                           |                |                        |
| Mailing Address              | 407 SHERMAN AVE COA 83814 |                |                        |
| Physical Address             | SAME                      |                |                        |
| City, State Zip              | COA ID 83814              |                |                        |
| Telephone                    | 667-7314                  |                |                        |
| Contact person               | Aaron                     |                |                        |
| Contact Numbers              | Phone: 667-7314           | Cell: 818-0282 | e-Mail: A-ROBB@msn.com |

Application will be submitted to the City Council for approval-must be received in Customer Service Center a minimum of seven days prior to a City Council meeting (First and Third Tuesdays of each month)  
Payment is due with application.

### Fee:

12 Number of Seats x \$19.28 per seat ( Sewer Cap fee) = \_\_\_\_\_  
\$100.00 Encroachment Fee

Total Amount Due \$ \_\_\_\_\_ Date Paid \_\_\_\_\_ Rec. # \_\_\_\_\_

### Documentation: Please include the following :

- \_\_\_\_\_ Site Plan enclosed showing measurements to all obstacles including trees, grates, benches etc. indicating pedestrian measurements, table location, and seats
- \_\_\_\_\_ Complete and signed encroachment agreement (see attached)
- \_\_\_\_\_ Copy of Certificate of Liability Insurance naming City as additional insured (\$1,000,000.00)  
Insurance agent may fax to 769-2237

### If eating establishment is licensed to serve alcohol:

- \_\_\_\_\_ Submit site plan indicating proposed location of posts, type of barrier between posts, measurements from posts and barriers to any obstacles including curbs, trees, grates, benches etc.
- \_\_\_\_\_ Mark sidewalk for placement of posts and have City team inspect and approve markings prior to installation
- \_\_\_\_\_ Have sidewalk cored and posts installed with caps for winter at owners expense (see attached policy)
- \_\_\_\_\_ Signs installed at exits

I have read the outdoor eating policy, and encroachment agreement, and agree to abide by the regulations of the City of Coeur d'Alene.

Aaron Robb owner 5-6-08  
Applicant Title Date

**ENCROACHMENT AGREEMENT  
FOR OUTDOOR EATING AND PARTIALLY EATING AREAS ON SIDEWALKS**

The City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "City", hereby grants permission to Jim Huse (Aaron Ruff), (applicant) hereinafter referred to as the "Permittee" to encroach in public right-of-way at:

467 Sherman COA, ID 83814 (Site Address),  
Coeur d'Alene, Kootenai County, Idaho as set forth in Site Plan attached hereto and by this reference incorporated herein.

This permit is given upon the following terms:

1. This permit is granted solely for the purpose of constructing and maintaining an outdoor food service area that meets the requirements of City policy for food service areas on public sidewalks (Policy per resolution #06-033). The encroachment area is more particularly described in the Site Plan, attached hereto and by this reference incorporated herein.
2. This permit, unless otherwise terminated or revoked, will expire at midnight on December 31<sup>st</sup> 2008. (expires December 31st annually)
3. The City reserves the right to terminate or revoke this permit, either temporarily or permanently, 30 days after written notice of revocation, addressed to the Permittee at 407 SHERMAN AVE. (applicant's address), is deposited in the United States Mail with the proper postage affixed. The Permittee shall remove the encroachment within the allowed 30 days. Should the Permittee fail to remove the encroachment and return the right-of-way to the condition existing before construction of the encroachment, the City may remove the encroachment and charge the expense to the Permittee. Permittee agrees that any materials so removed shall be deemed quitclaimed to the City. Permittee also agrees that any materials removed by the City may be discarded or retained by the City, and Permittee shall have no claims to such materials and no claim for reimbursement for the value of the same.
3. Provided however, that the City specifically reserves the right to immediately suspend this permit for up to 30 days for good cause including but not limited to emergency situations, work in the public right of way, and violations of policy per resolution 06-033 that create an imminent threat to public safety.
4. Nothing herein contained shall imply or import a covenant on the part of the City for quiet enjoyment of the real estate upon which the encroachment is constructed, it being understood by the parties that the City's right and power to issue such permit is limited.

5. The Permittee shall indemnify, defend and hold the City harmless from any liability resulting from the encroachment including construction, placement, or maintenance thereof. Permittee further agrees that said encroachment shall be maintained by Permittee in a safe and clean condition so as not to constitute a public hazard. Permittee shall save the City harmless and defend the City from all claims for injury to person or property resulting from Permittee's actions or omissions in performance of this Encroachment Permit.

6. All costs for said encroachment including but not limited to construction, maintenance, use or operation shall be borne by Permittee. Should the City, its agents, or employees in any manner damage any improvements in or on the City's right-of-way described in paragraph one (1), whether or not occurring during regular maintenance of the City's right-of-way, the Permittee agrees all repairs will be solely the responsibility of Permittee and at Permittee's costs except where the damage was caused by the sole negligence of the City.

7. Permittee agrees not to encroach beyond the maximum limits allowed herein and that said encroachment is allowed only for the purposes of serving food (with or without alcohol service) as allowed by policy set by resolution 06-033.

8. The Permittee shall comply with all laws affecting the property described herein.

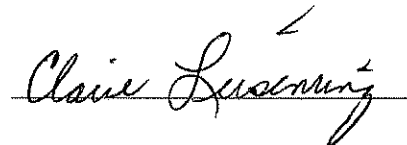
9. This agreement shall be binding on the Permittee, its heirs, assigns and successors in interest. The Permittee shall not assign any interest in this agreement and shall not transfer any interest in the same without the prior written consent of the City. Assignment of this permit or delegation of duties as defined herein by the Permittee, without written consent of the City, shall entitle the City to terminate this permit as of the date of assignment or delegation.

IN WITNESS WHEREOF, the parties hereto have executed these presents this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF COEUR D'ALENE

PERMITTEE

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

  
\_\_\_\_\_  
Claire Lusening

ATTEST:

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

STATE OF IDAHO                    )  
                                          ) ss.  
County of Kootenai                )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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.

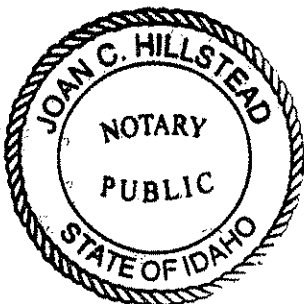
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

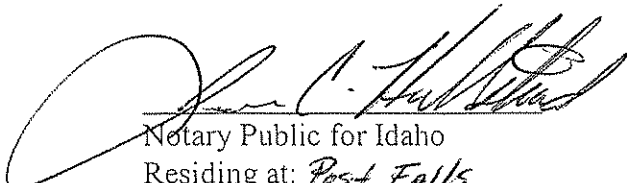
\_\_\_\_\_  
Notary Public for Idaho  
Residing at:  
My commission expires:

STATE OF IDAHO                    )  
                                          ) ss.  
County of Kootenai                )

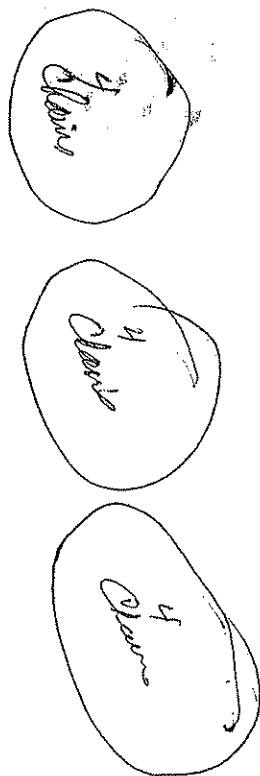
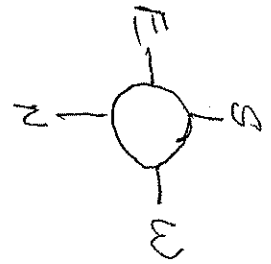
On this 14<sup>th</sup> day of May, 20\_\_, before me a Notary Public, personally appeared. CLAIRE LEISENBERG, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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: Post Falls  
My commission expires: 12-04-09

IRK N JORS E  
407 34 ERMAR AVE





# CITY OF COEUR D'ALENE

MUNICIPAL SERVICES  
DEPARTMENT

CITY HALL, 710 E. MULLAN  
COEUR D'ALENE, IDAHO 83816-3964  
208.769.2229 or fax 769.2237  
kathylew@cdaid.org

## OUTDOOR EATING FACILITY ENCROACHMENT APPLICATION

|                              |                                                  |
|------------------------------|--------------------------------------------------|
| Name of Eating Establishment | The Moose Market                                 |
| Applicant's Name             | Moose Market LLC                                 |
| Mailing Address              | 401 E Sherman Ave Coeur d'Alene ID 83814         |
| Physical Address             | same                                             |
| City, State Zip              |                                                  |
| Telephone                    | 208-660-4125                                     |
| Contact person               | Molly Obetz                                      |
| Contact Numbers              | Phone : Cell: e-Mail: 660-4125 msobetz@yahoo.com |

Application will be submitted to the City Council for approval-must be received in Customer Service Center a minimum of seven days prior to a City Council meeting (First and Third Tuesdays of each month)

Payment is due with application.

Fee: 15 16 Number of Seats x \$19.28 per seat ( Sewer Cap fee) = 289.20 308.48  
\$100.00 Encroachment Fee  
Total Amount Due \$ 408.48 389.20 Date Paid 6/11/07 Rec. # 277808

*3 chairs per table*

### Documentation: Please include the following :

- ☒ Site Plan enclosed showing measurements to all obstacles including trees, grates, benches etc. indicating pedestrian measurements, table location, and seats
- ☒ Complete and signed encroachment agreement (see attached)
- ☒ Copy of Certificate of Liability Insurance naming City as additional insured (\$1,000,000.00) Insurance agent may fax to 769-2237

*Alcohol to go only at this time*

### If eating establishment is licensed to serve alcohol:

- ☒ Submit site plan indicating proposed location of posts, type of barrier between posts, measurements from posts and barriers to any obstacles including curbs, trees, grates, benches etc.
- ☐ Mark sidewalk for placement of posts and have City team inspect and approve markings prior to installation
- ☐ Have sidewalk cored and posts installed with caps for winter at owners expense (see attached policy)
- ☐ Signs installed at exits

I have read the outdoor eating policy, and encroachment agreement, and agree to abide by the regulations of the City of Coeur d'Alene.

x Molly Obetz General Mgr 6/18/07  
Applicant Title Date

**ENCROACHMENT AGREEMENT  
FOR OUTDOOR EATING AND PARTIALLY EATING AREAS ON SIDEWALKS**

The City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "City", hereby grants permission to The Moose Market, (applicant) hereinafter referred to as the "Permittee", to encroach in public right-of-way at:  
401 E Sherman Ave. ( Site Address),  
Coeur d'Alene, Kootenai County, Idaho as set forth in Site Plan attached hereto and by this reference incorporated herein.

This permit is given upon the following terms:

1. This permit is granted solely for the purpose of constructing and maintaining an outdoor food service area that meets the requirements of City policy for food service areas on public sidewalks (Policy per resolution #06-033). The encroachment area is more particularly described in the Site Plan, attached hereto and by this reference incorporated herein.
2. This permit, unless otherwise terminated or revoked, will expire at midnight on December 31<sup>st</sup> 20\_\_\_\_. (expires December 31st annually)
3. The City reserves the right to terminate or revoke this permit, either temporarily or permanently, 30 days after written notice of revocation, addressed to the Permittee at 401 E Sherman Ave (applicants address) , is deposited in the United States Mail with the proper postage affixed. The Permittee shall remove the encroachment within the allowed 30 days. Should the Permittee fail to remove the encroachment and return the right-of-way to the condition existing before construction of the encroachment, the City may remove the encroachment and charge the expense to the Permittee. Permittee agrees that any materials so removed shall be deemed quitclaimed to the City. Permittee also agrees that any materials removed by the City may be discarded or retained by the City, and Permittee shall have no claims to such materials and no claim for reimbursement for the value of the same.
3. Provided however, that the City specifically reserves the right to immediately suspend this permit for up to 30 days for good cause including but not limited to emergency situations, work in the public right of way, and violations of policy per resolution 06-033 that create an imminent threat to public safety.
4. Nothing herein contained shall imply or import a covenant on the part of the City for quiet enjoyment of the real estate upon which the encroachment is constructed, it being understood by the parties that the City's right and power to issue such permit is limited.

5. The Permittee shall indemnify, defend and hold the City harmless from any liability resulting from the encroachment including construction, placement, or maintenance thereof. Permittee further agrees that said encroachment shall be maintained by Permittee in a safe and clean condition so as not to constitute a public hazard. Permittee shall save the City harmless and defend the City from all claims for injury to person or property resulting from Permittee's actions or omissions in performance of this Encroachment Permit.

6. All costs for said encroachment including but not limited to construction, maintenance, use or operation shall be borne by Permittee. Should the City, its agents, or employees in any manner damage any improvements in or on the City's right-of-way described in paragraph one (1), whether or not occurring during regular maintenance of the City's right-of-way, the Permittee agrees all repairs will be solely the responsibility of Permittee and at Permittee's costs except where the damage was caused by the sole negligence of the City.

7. Permittee agrees not to encroach beyond the maximum limits allowed herein and that said encroachment is allowed only for the purposes of serving food (with or without alcohol service) as allowed by policy set by resolution 06-033.

8. The Permittee shall comply with all laws affecting the property described herein.

9. This agreement shall be binding on the Permittee, its heirs, assigns and successors in interest. The Permittee shall not assign any interest in this agreement and shall not transfer any interest in the same without the prior written consent of the City. Assignment of this permit or delegation of duties as defined herein by the Permittee, without written consent of the City, shall entitle the City to terminate this permit as of the date of assignment or delegation.

IN WITNESS WHEREOF, the parties hereto have executed these presents this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF COEUR D'ALENE

PERMITTEE

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

ATTEST:

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



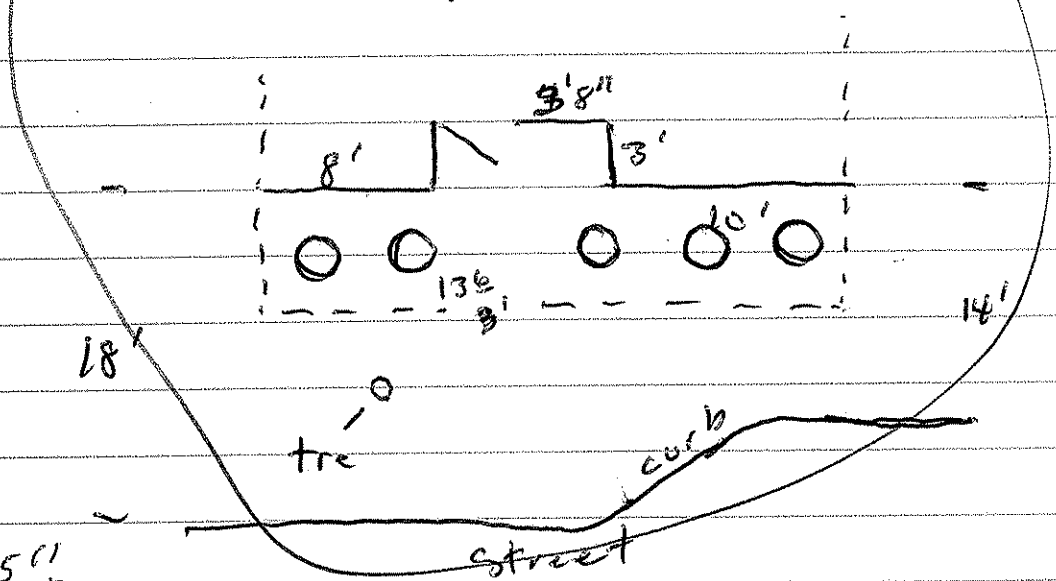
" Not to Scale "

only ↓

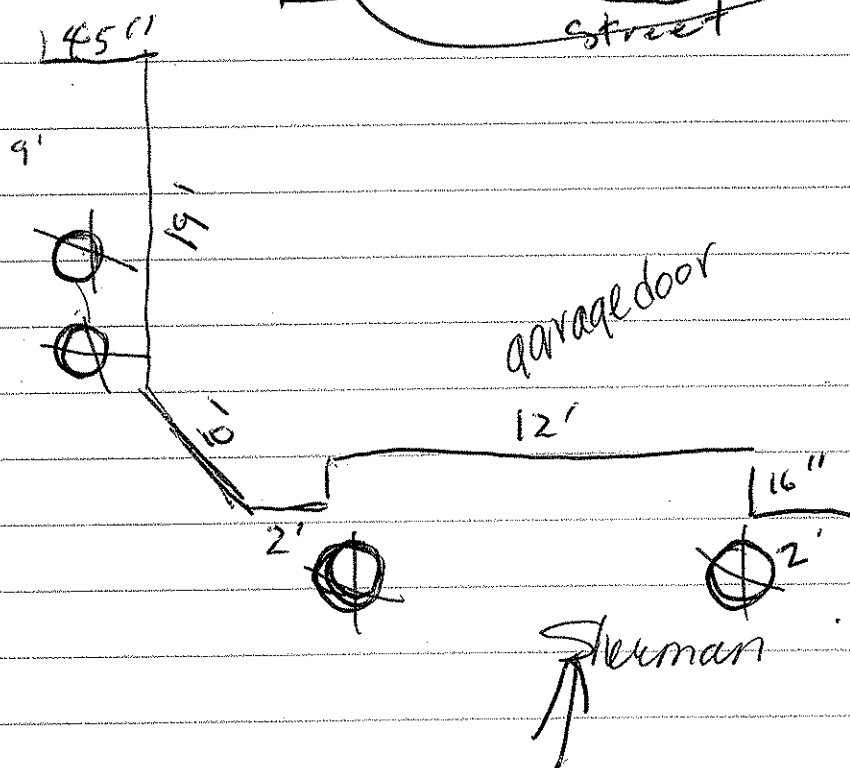
Moose Market Lounge

Front of east side

30" bistro  
tables



mail box  
bench  
garbage  
tree



Moose Market  
(no alcohol)

**ENCROACHMENT AGREEMENT**  
**FOR OUTDOOR EATING AND PARTIENCED EATING AREAS ON SIDEWALKS**

The City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "City", hereby grants permission to The Wine Cellar, (applicant) hereinafter referred to as the "Permittee", to encroach in public right-of-way at: 313 E. Sherman Ave. ( Site Address), Coeur d'Alene, Kootenai County, Idaho as set forth in Site Plan attached hereto and by this reference incorporated herein.

This permit is given upon the following terms:

1. This permit is granted solely for the purpose of constructing and maintaining an outdoor food service area that meets the requirements of City policy for food service areas on public sidewalks (Policy per resolution #06-033). The encroachment area is more particularly described in the Site Plan, attached hereto and by this reference incorporated herein.
2. This permit, unless otherwise terminated or revoked, will expire at midnight on December 31<sup>st</sup> 2008. (expires December 31st annually)
3. The City reserves the right to terminate or revoke this permit, either temporarily or permanently, 30 days after written notice of revocation, addressed to the Permittee at 313 E. Sherman Ave. (applicants address) , is deposited in the United States Mail with the proper postage affixed. The Permittee shall remove the encroachment within the allowed 30 days. Should the Permittee fail to remove the encroachment and return the right-of-way to the condition existing before construction of the encroachment, the City may remove the encroachment and charge the expense to the Permittee. Permittee agrees that any materials so removed shall be deemed quitclaimed to the City. Permittee also agrees that any materials removed by the City may be discarded or retained by the City, and Permittee shall have no claims to such materials and no claim for reimbursement for the value of the same.
3. Provided however, that the City specifically reserves the right to immediately suspend this permit for up to 30 days for good cause including but not limited to emergency situations, work in the public right of way, and violations of policy per resolution 06-033 that create an imminent threat to public safety.
4. Nothing herein contained shall imply or import a covenant on the part of the City for quiet enjoyment of the real estate upon which the encroachment is constructed, it being understood by the parties that the City's right and power to issue such permit is limited.

5. The Permittee shall indemnify, defend and hold the City harmless from any liability resulting from the encroachment including construction, placement, or maintenance thereof. Permittee further agrees that said encroachment shall be maintained by Permittee in a safe and clean condition so as not to constitute a public hazard. Permittee shall save the City harmless and defend the City from all claims for injury to person or property resulting from Permittee's actions or omissions in performance of this Encroachment Permit.

6. All costs for said encroachment including but not limited to construction, maintenance, use or operation shall be borne by Permittee. Should the City, its agents, or employees in any manner damage any improvements in or on the City's right-of-way described in paragraph one (1), whether or not occurring during regular maintenance of the City's right-of-way, the Permittee agrees all repairs will be solely the responsibility of Permittee and at Permittee's costs except where the damage was caused by the sole negligence of the City.

7. Permittee agrees not to encroach beyond the maximum limits allowed herein and that said encroachment is allowed only for the purposes of serving food (with or without alcohol service) as allowed by policy set by resolution 06-033.

8. The Permittee shall comply with all laws affecting the property described herein.

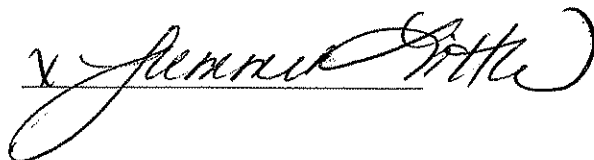
9. This agreement shall be binding on the Permittee, its heirs, assigns and successors in interest. The Permittee shall not assign any interest in this agreement and shall not transfer any interest in the same without the prior written consent of the City. Assignment of this permit or delegation of duties as defined herein by the Permittee, without written consent of the City, shall entitle the City to terminate this permit as of the date of assignment or delegation.

IN WITNESS WHEREOF, the parties hereto have executed these presents this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF COEUR D'ALENE

PERMITTEE

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



ATTEST:

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

STATE OF IDAHO                     )  
                                                      ) ss.  
County of Kootenai                 )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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.

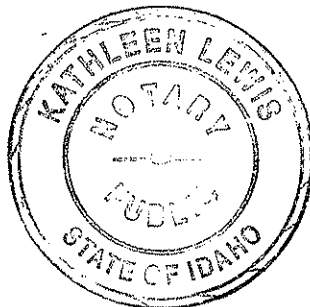
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

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

STATE OF IDAHO                     )  
                                                      ) ss.  
County of Kootenai                 )

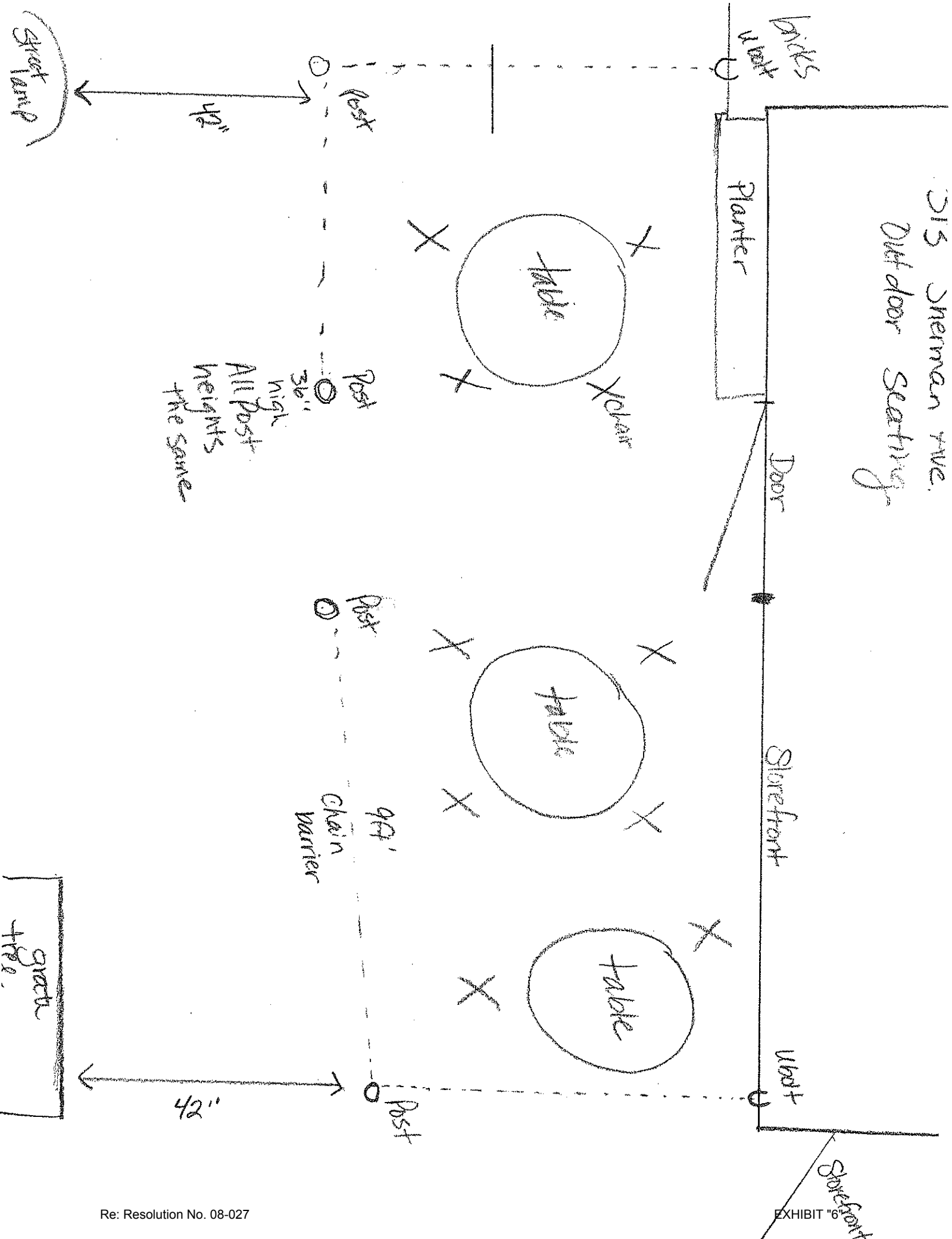
On this 9<sup>th</sup> day of May, 2008, before me a Notary Public, personally appeared. Summer hittle, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



Kathleen Lewis  
Notary Public for Idaho  
Residing at: Kootenai County, ID  
My commission expires:

# 215 Sherman Ave. Outdoor Seating



## **Staff Report**

**Date:** May 20, 2008  
**To:** City Council  
**From:** Steve Anthony, Recreation Director  
**Subject:** Agreement with City of Hayden

**Decision Point:** That the city of Coeur d'Alene enter into an agreement with the City of Hayden to provide United States Life Saving training for Hayden Lifeguards

**History:**

The city of Coeur d'Alene provides United States Lifesaving Training for lifeguards who will be working at City Beach. The City of Hayden has asked that we provide the training for their guards who will be working at Honeysuckle Beach in Hayden. This is a renewal of our agreement from 2007.

**Financial Analysis:**

The City of Hayden will reimburse the City of Coeur d'Alene for this training. The reimbursement will be based on the percentage of Guards from each city. The city has to provide this training for new guards at working City Beach. By entering into this agreement the city will be reimbursed a portion of the instructor wages.

**Performance Analysis:**

The agreement is a good example of two cities cooperating on training that is mandatory for Lifeguards who work open water beaches.

**Decision Point:**

Approval of the USLA Lifeguard training agreement with the City of Hayden...

## **USLA Lifeguard Training Agreement**

This agreement is entered into between the city of Hayden, a political subdivision of the state of Idaho, hereinafter "Hayden," and the city of Coeur d'Alene, a political subdivision of the state of Idaho, hereinafter "Coeur d'Alene."

WHEREAS, both Hayden and Coeur d'Alene have open-water beaches located within their city limits; and

WHEREAS, both the Hayden and Coeur d'Alene desire to have their lifeguards trained to perform United States Lifeguard Association (USLA) open-water rescues; and

WHEREAS, Coeur d'Alene has on staff a USLA certified instructor that can provide USLA lifeguard training for both Coeur d'Alene and Hayden lifeguards.

NOW THEREFORE, it is agreed that Coeur d'Alene provide USLA certified training to Hayden lifeguards under the following terms and conditions:

1. Hayden will pay to Coeur d'Alene its pro rata share in an amount not to exceed \$16.50 per hour for each Hayden lifeguard receiving USLA recertification, lifeguards receiving certification training, and each lifeguard receiving in-service training, for a total dollar amount not to exceed \$2,000.00. Payment will be made by Hayden within 30 days of receipt of an itemized billing statement from Coeur d'Alene for the lifeguard training completed during the previous month.
2. Coeur d'Alene agrees that the lifeguard used to provide that training will be an employee of Coeur d'Alene certified by USLA to teach open-water rescue and that the employee will be paid by Coeur d'Alene on a fixed, hourly basis and not on a commission basis.
3. Coeur d'Alene agrees that the recertification and USLA training for Hayden lifeguards will commence no later than the 21<sup>st</sup> day of May, 2008, and be completed no later than the 14<sup>th</sup> day of June, 2008. The in-service training will be held throughout the season and be completed by August 31, 2008.
4. Hayden agrees to provide Coeur d'Alene a list of the lifeguards that will be attending the USLA recertification and training 24 hours prior to the first day of training.
5. Coeur d'Alene agrees to notify the Hayden Recreation Director as soon as practical, but no later than the following business day, when a Hayden lifeguard fails to attend a training session.
6. Hayden agrees to indemnify, defend, and hold harmless Coeur d'Alene, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the act and/or any performances or activities of Hayden, its agents, employees, or representatives under this

Agreement. Coeur d'Alene agrees to indemnify, defend, and hold harmless Hayden, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Coeur d'Alene, its agents, employees, or representatives under this Agreement.

7. Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

8. This agreement shall commence upon the signature of both parties hereto.

IN WITNESS WHEREOF, the parties have adopted this Agreement by its governing bodies and this Agreement has been signed and attested by the authorized officials of each party.

DATED this 20<sup>th</sup> day of May, 2008.

HAYDEN

COEUR D'ALENE

\_\_\_\_\_  
Ronald B. McIntire, Mayor

\_\_\_\_\_  
Sandy Bloem, Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Vicki Rutherford, City Clerk

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



STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 20<sup>th</sup> day of May, 2008, 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, 2008, before me, a Notary Public, personally appeared **Ronald B. McIntire**, and **Vicki Rutherford**, known to me to be the Mayor and City Clerk, respectively, of the City of Hayden that executed the foregoing instrument and acknowledged to me that said City of Hayden 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: \_\_\_\_\_

# **PUBLIC WORKS COMMITTEE**

## **STAFF REPORT**

**DATE:** May 12, 2008  
**FROM:** Gordon Dobler, Engineering Services Director  
**SUBJECT:** Review of 2008-2009 5 year Street CIP

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### **DECISION POINT**

This item is an information only item. Staff is presenting the plan for the Committees review and comment.

### **HISTORY**

The budget process is underway for the upcoming fiscal year 2008-2009. As part of this process staff develops a 5 year street capital improvement plan. The plan is based on current and projected needs and available resources.

### **FINANCIAL ANALYSIS**

Funding for the street CIP comes mainly from impact fees but there are a variety of sources. These include, federal and state grants, LID's, Utility funds, and occasionally the General fund. The participating funds are shown on the attached CIP.

### **PERFORMANCE ANALYSIS**

The projects are prioritized based on funding availability, recent development, safety concerns, and other considerations. The current lists of projects in the Impact fee CIP are shown by quadrant on the attached pages. The Government Way, Dalton to Hanley project was recently added to the program as a result of unanticipated funding becoming available. Also, the extension of Neider Ave and Howard Street is scheduled to be constructed next year as a part of the development that St Vincents is doing in that area.

### **RECOMMENDATION**

Staff recommends that the Committee review the attached CIP and provide any comments to staff prior to the upcoming budget process.

RESOLUTION NO. 08-028

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SUPPORTING SUBMITTAL FOR A ONE MILLION TWO HUNDRED THOUSAND DOLLAR GRANT FOR THE GOVERNMENT WAY (DALTON TO HANLEY) RECONSTRUCTION PROJECT.

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to support the request for funding of the construction of Government Way to the Kootenai Metropolitan Planning Organization (KMPO); NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the city supports the request for funding submitted for the reconstruction of Government Way to the Kootenai Metropolitan Planning Organization (KMPO), with a total project cost estimate to be One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00) which will require Ninety Thousand and No/100 Dollars (\$90,000.00) of local matching funds from the City of Coeur d'Alene.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute all instruments necessary to submit the funding request to KMPO for prioritization.

DATED this 20<sup>th</sup> day of May, 2008.

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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:

Councilman McEvers Voted \_\_\_\_\_

Councilman Bruning Voted \_\_\_\_\_

Councilman Kennedy Voted \_\_\_\_\_

Councilman Goodlander Voted \_\_\_\_\_

Councilman Hassell Voted \_\_\_\_\_

Councilman Edinger Voted \_\_\_\_\_

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

## CERTIFICATE

I, Susan K. Weathers, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 08-028 adopted at a regular or special meeting of the Coeur d'Alene City Council held on the 20<sup>th</sup> day of May, 2008, and that the same is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the City of Coeur d'Alene, this 20<sup>th</sup> day of May, 2008.

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Susan K. Weathers, Clerk

**FINANCE DEPARTMENT**  
Staff Report

DATE: May 12, 2008  
FROM: Troy Tymesen, Finance Director and the Parking Commission  
SUBJECT: Increase the number of Event Parking Days and apply this to all City owned public parking lots.

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**DECISION POINT:**

To increase the number of Event Parking Days for all City owned public parking lots.

**HISTORY:**

The City owns the following five parking lots that are commonly known as:

3<sup>rd</sup> and 4<sup>th</sup> Street along Front Avenue - 475 auto spaces, 50 boat trailer

Independence Point - 89 spaces

Museum Lot - 107 spaces

Memorial Field - 41 spaces

4<sup>th</sup> & Coeur d'Alene - 53 spaces

The Parking Commission continues to improve public parking in the downtown area and is using the consultants report to make recommendations to enhance the quality of the downtown parking experience. The objective of the Commission is to examine the existing parking criteria for each lot and present recommendations to the City Council for improving their operational efficiency and increase revenues. On May 3, 2005 Council approved Resolution 05-034 which allows event parking at the 3<sup>rd</sup> and 4th Street Public Parking Lot for the 4<sup>th</sup> of July festivities with a cost of \$5.00 and for the Christmas parade event with a charge of \$3.00.

**FINANCIAL ANALYSIS:**

The City has an existing parking lot contract with Diamond Parking Service. The City receives a minimum of \$125,000 annually for the use of the lots. When the annual revenue from the City owned lots exceeds \$232,000, the City receives 92% of each additional dollar. This has occurred four times in the past six years. The parking lot manager recommends this proposal as it enhances customer service by creating a set fee regardless of the amount of time spent at the event. Event parking also dramatically reduces the exit time. The Downtown Association approves of the concept because it promotes staying downtown for the event. The parking revenue generated since the inception of event parking days has been greater than the previous hourly parking revenue for the same day.

**PERFORMANCE ANALYSIS:**

This recommendation is being made in collaboration with the Downtown Association and the Parking Commission. The expanded days would include Art on the Green/Street Fair and Car d'Alene.

**DECISION POINT/RECOMMENDATION:**

To increase the number of Event Parking Days for all City owned public parking lots.

## RESOLUTION NO. 08-029

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AMENDING FEES FOR DOWNTOWN PUBLIC PARKING LOTS BY INCREASING THE NUMBER OF EVENT PARKING DAYS AND EXPANDING EVENT PARKING TO ALL CITY OWNED PUBLIC PARKING LOTS.

WHEREAS, Chapter 10.26 of the Coeur d' Alene Municipal Code provides that the Mayor and City Council shall by Resolution fix the fees for downtown public parking lots, and

WHEREAS, at it's May 12, 2008 meeting, the General Services Committee recommended amending the number of Event Parking days and expanding the Event Parking to all City owned public parking lots; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that fees for Downtown Public Parking Lots be revised. NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council that Resolution No. 05-034, which established the existing fee structure, is repealed; and

BE IT FURTHER RESOLVED, that the following fees are hereby adopted as follows:

### **3<sup>rd</sup> and 4<sup>th</sup> Street Public Parking Lots**

- The first two (2) hours of vehicle parking shall be without charge during a twenty four (24) hour period, with the subsequent fee to be one dollar (\$1.00) per parking space for the third and fourth hours, and fifty cents (\$0.50) per parking space for each additional hour up to a maximum of ten dollars (\$10.00) per twenty four (24) hour period per parking space. The parking fee to be charged for monthly permits shall be \$20.00. The parking fee to be charged for overnight parking shall be fifteen dollars (\$15.00) per parking space per twenty four (24) hour period. Overnight parking shall constitute continuous parking between the hours of eleven o'clock (11:00) P.M. and six o'clock (6:00) A.M. No vehicle shall leave the lot without first paying the required parking fee.
- Event parking for the 4<sup>th</sup> of July would be \$5.00 all day.
- Event parking for the Holiday Lighting Ceremony Parade would be \$3.00 all day.
- Event parking for Art on the Green / Street Fair and Car d'Alene would be \$5.00 all day.
- Any vehicle or vehicle/trailer combination with a total length greater than 21 feet would increase to two times the ticket price.
- No trailer parking without a vehicle would be allowed.



### **Independence Point Public Parking Lot**

- The first hour of vehicle parking shall be without charge during a 24-hour period, with the subsequent fee to be one dollar (\$1.00) per parking space for the second hour and fifty cents (\$0.50) per parking space for each additional hour up to a maximum of ten dollars (\$10.00) per 24-hour period per licensed vehicle. **EXCEPTION:** There shall be no 1 hour free parking from Memorial Day to Labor Day. The first hour of parking shall be one dollar (\$1.00) and fifty cents (\$0.50) for each additional hour.
- The parking fee to be charged for overnight parking shall be ten dollars (\$10.00) per parking space per 24-hour period. Overnight parking shall constitute continuous parking between the hours of eleven o'clock (11:00) P.M. and six o'clock (6:00) A.M. No vehicle shall leave the lot without first paying the required parking fee.
- Event parking for the 4<sup>th</sup> of July would be \$5.00 all day.
- Event parking for the Holiday Lighting Ceremony Parade would be \$3.00 all day.
- Event parking for Art on the Green / Street Fair and Car d'Alene would be \$5.00 all day.

### **Museum Parking Lot**

- The first one hour of vehicle parking shall be without charge during a twenty four (24) hour period, with the subsequent fee to be one dollar (\$1.00) per parking space for the second hour and fifty cents (\$0.50) per parking space for each additional hour. No vehicle shall leave the lot without first paying the required fee.
- Event parking for the 4<sup>th</sup> of July would be \$5.00 all day.
- Event parking for the Holiday Lighting Ceremony Parade would be \$3.00 all day.
- Event parking for Art on the Green / Street Fair and Car d'Alene would be \$5.00 all day.

### **Memorial Field Public Parking Lot**

- The first two (2) hours of vehicle parking shall be without charge during a 24-hour period, with the subsequent fee to be one dollar (\$1.00) per parking space for the third hour and fifty cents (\$0.50) per parking space for each additional hour. No vehicle shall leave the lot without first paying the required fee.
- Event parking for the 4<sup>th</sup> of July would be \$5.00 all day.
- Event parking for the Holiday Lighting Ceremony Parade would be \$3.00 all day.
- Event parking for Art on the Green / Street Fair and Car d'Alene would be \$5.00 all day.

### **4<sup>th</sup> Street and Coeur d'Alene Avenue Public Parking Lot**

- Parking Permit shall cost \$20.00 monthly. Permits would be valid at all times.
- Event parking for the 4<sup>th</sup> of July would be \$5.00 all day.
- Event parking for the Holiday Lighting Ceremony Parade would be \$3.00 all day.
- Event parking for Art on the Green / Street Fair and Car d'Alene would be \$5.00 all day.

**3rd Street Public Watercraft Launching Ramp - Watercraft Launching Fees:**

Watercraft launching fees shall be established as follows:

- Idaho state residents shall be three dollars (\$3.00) per launch.
- Out of state residents shall be six dollars (\$6.00) per launch.
- Idaho state resident's annual season's pass shall be thirty dollars (\$30.00).
- Out of state resident's annual season's pass shall be sixty dollars (\$60.00).
- State residency shall be determined by the towing vehicle's license plate.
- The fees in this section shall not apply to governmental agencies.

BE IT FURTHER RESOLVED, that three (3) certified copies of the downtown public parking lot fees as herein adopted be kept on file with the City Clerk of the City of Coeur d'Alene.

DATED this 20<sup>th</sup> day of May, 2008

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

ATTEST:

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

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

**ROLL CALL:**

Councilman McEvers Voted \_\_\_\_\_

Councilman Bruning Voted \_\_\_\_\_

Councilman Goodlander Voted \_\_\_\_\_

Councilman Hassell Voted \_\_\_\_\_

Councilman Kennedy Voted \_\_\_\_\_

Councilman Edinger Voted \_\_\_\_\_

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

DATE: MAY 14, 2008

TO: MAYOR AND CITY COUNCIL

FROM: PLANNING DEPARTMENT

RE: SETTING OF PUBLIC HEARING DATE: JUNE 17, 2008

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> |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------|
| A-2-08          | Proposed zoning from<br>County Agricultural to R-8<br>(Residential at 8 units/acre)<br>Applicant: Meckel Engineering & Surveying<br>Location: 2212 W. Prairie Avenue | Recommended Approval     | Quasi-Judicial |

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **June 17, 2008.**

JS:ss

**CITY COUNCIL  
STAFF REPORT**

**DATE:** May 20, 2008  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** Riverview Condominiums 1<sup>st</sup> Addition, Final Plat Approval

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**DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat document, a 1 lot (1 building, 10 unit) commercial condominium development.

**HISTORY**

- a. Applicant: Charlie Nipp  
Parkwood Properties  
700 Ironwood Drive  
Suite 300  
Coeur d'Alene, ID 83814
- b. Location: East side of Northwest Boulevard, north of Lakewood Drive.
- c. Previous Action: Underlying condominium plat of Riverview Condominiums, previously approved by the City Council, October 2007.

**FINANCIAL ANALYSIS**

There are no financial matters associated with this development that have any impact on the City or its facilities.

**PERFORMANCE ANALYSIS**

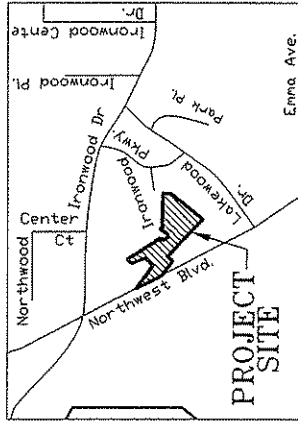
All condominium units are required to adhere to the CC&R's of record that are recorded with the final plat document. Because this is an existing structure, all site development issues for the subject property were addressed through the building permit process and have been completed for the subject property. This first addition plat is a re-apportionment of the spaces on the third floor of the existing structure.

**DECISION POINT RECOMMENDATION**

1. Approve the final plat document.

# RIVERVIEW CONDOMINIUMS FIRST ADDITION

UNITS TWO AND THREE OF RIVERVIEW CONDOMINIUMS SITUATED IN THE NORTHWEST ¼,  
SEC.11, T.50N., R.4W., B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



VICINITY MAP  
(NTS)

## LEGEND

- CA COMMON AREA
- LCA LIMITED COMMON AREA

## BASIS OF ELEVATION

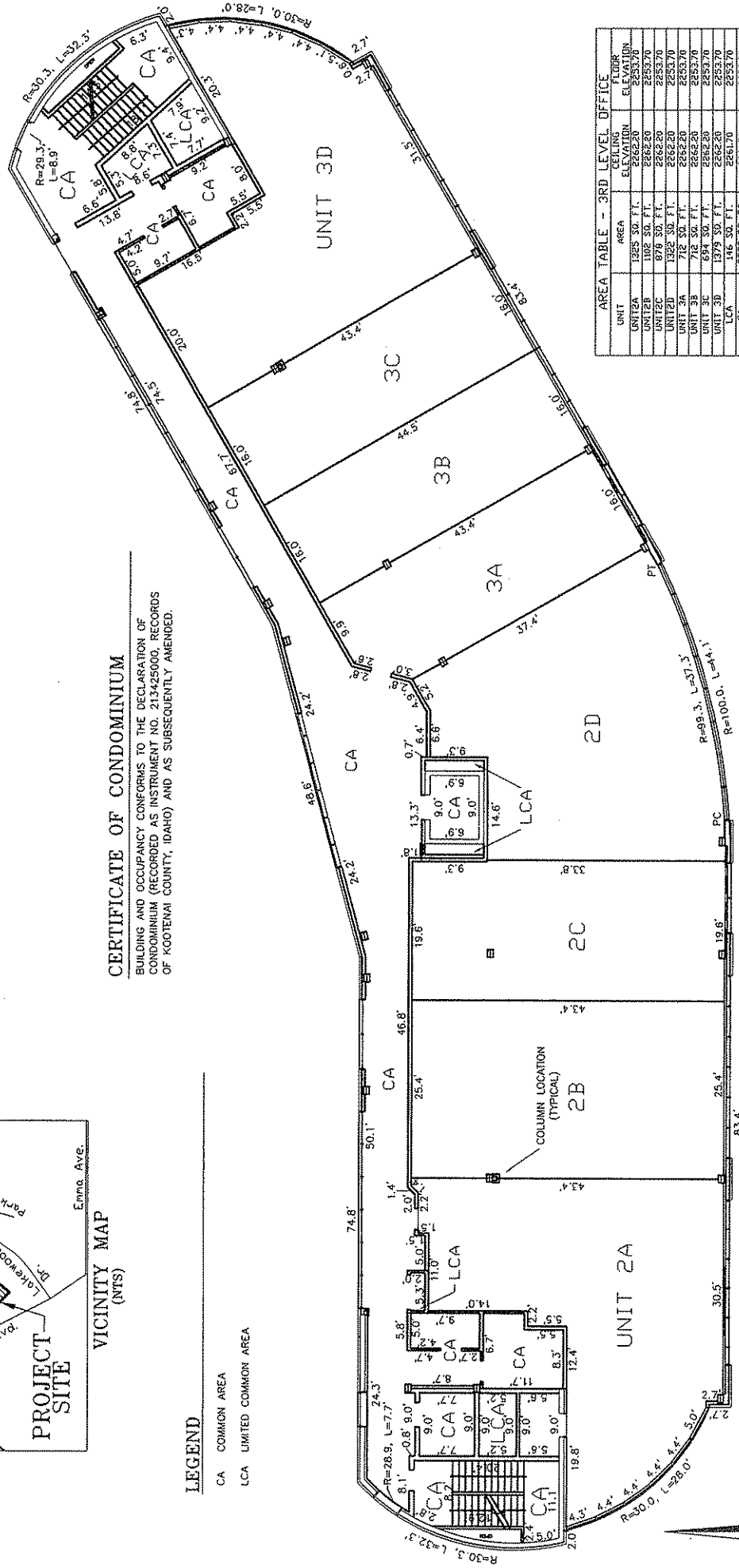
HTD MONUMENT GIBBS - ELEVATION 2163.29, NGVD 29 DATUM.

## CERTIFICATE OF CONDOMINIUM

1. REFER TO THE PLAT OF RIVERVIEW CONDOMINIUMS  
(BOOK K OF PLATS, PAGES 75 THROUGH 75H, RECORDS OF  
KOOTENAI COUNTY, IDAHO) FOR ADDITIONAL INFORMATION.

## CERTIFICATE OF CONDOMINIUM

BUILDING AND OCCUPANCY CONFORMS TO THE DECLARATION OF  
CONDOMINIUM (RECORDED AS INSTRUMENT NO. 213425000, RECORDS  
OF KOOTENAI COUNTY, IDAHO) AND AS SUBSEQUENTLY AMENDED.



| AREA TABLE - 3RD LEVEL OFFICE |              |                 |                 |
|-------------------------------|--------------|-----------------|-----------------|
| UNIT                          | AREA         | FLOOR ELEVATION | FLOOR ELEVATION |
| UNIT 2A                       | 1225 SQ. FT. | 2262.20         | 2253.70         |
| UNIT 2B                       | 1002 SQ. FT. | 2262.20         | 2253.70         |
| UNIT 2C                       | 878 SQ. FT.  | 2262.20         | 2253.70         |
| UNIT 2D                       | 1322 SQ. FT. | 2262.20         | 2253.70         |
| UNIT 3A                       | 712 SQ. FT.  | 2262.20         | 2253.70         |
| UNIT 3B                       | 712 SQ. FT.  | 2262.20         | 2253.70         |
| UNIT 3C                       | 654 SQ. FT.  | 2262.20         | 2253.70         |
| UNIT 3D                       | 1379 SQ. FT. | 2262.20         | 2253.70         |
| LCA                           | 146 SQ. FT.  | 2261.70         | 2253.70         |
| CA                            | 2522 SQ. FT. | 2261.70         | 2253.70         |

GRAPHIC SCALE



1" = 10'

## TATE ENGINEERING

1103 N. 4TH STREET, COEUR D'ALENE, IDAHO, 83814  
(208) 676-8708 FAX: (208) 667-2129

PROJECT NO: 08.006

DATE: 02/29/08

SCALE: 1" = 10'

CHECKED: EAW

DRAWN BY: DCH

PAGE 1 OF 2

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

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 \$ 299.97  
Rec No 259454  
Date 05-08-08  
Date to City Council: 5-20-08  
Reg No. \_\_\_\_\_  
License No. \_\_\_\_\_  
Rv \_\_\_\_\_

*Former Tanglewood location*

Date that you would like to begin alcohol service JUNE 1 2008

**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                                                                                                                                                            | <u>      </u> per year     |
| <input checked="" type="checkbox"/> | Beer and Wine (Draft, canned, and bottled) consumed on premise                                                                                                                                                        | <u>(\$400.00)</u> 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<br>Beer-to go only \$6.25 Beer- Can, Bottled only \$12.50<br>Beer- Draft, can, bottled \$25 Consumed on premise yes no<br>Transfer from _____ to _____ | \$                         |

|                                                                 |                                                    |
|-----------------------------------------------------------------|----------------------------------------------------|
| Business Name                                                   | <u>LE PIATRE</u>                                   |
| Business Mailing Address                                        | <u>501 E SHERMAN AVE</u>                           |
| City, State, Zip                                                | <u>CDA, ID 83814</u>                               |
| Business Physical Address                                       | <u>SAME</u>                                        |
| City, State, Zip                                                |                                                    |
| Business Contact                                                | <u>509-768-2178 cell</u>                           |
|                                                                 | Business Telephone: <u>208.665.0585</u> Fax: _____ |
| License Applicant                                               | <u>ADAM HEWES / LE PIATRE LLL</u>                  |
| If Corporation, partnership, LLC etc. List all members/officers | <u>JILL SHEFFLER</u>                               |

To: General Services and City Council  
From: Kathy Lewis, Deputy City Clerk  
Re: Farmers Market request  
Date: May 12, 2008

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**Decision Point:** Should the City Council approve the Downtown Farmers Market application as submitted, for Memorial Day, Monday, May 26 and Labor Day, Monday, Sept. 1st ?

**History:** The Downtown Association has sponsored the Farmers Market on Wednesday evenings from 4:00 to 7:00 pm. Terry Cooper of the Downtown Association was given temporary no parking signs made by the Street Department to place in that area to notify the public. The Downtown Association agreed to take the responsibility to help cars exit that may be parked within the area on Fifth on the south side on Sherman to Front and north from Sherman to Lakeside. Sherman Avenue was left open. Cones were placed to eliminate turn lanes north and south onto Fifth Street from Sherman. The permit for the Wednesday night Farmer's Market has been approved for the 2008 season. The Downtown Association has submitted an additional application for the 2008 season to close the Fifth Street from Front to Lakeside on two Mondays, Memorial Day, May 26th and Labor Day, Monday, Sept. 1st. They are requesting that the streets for these two events be blocked beginning at 9:00 am with event starting at 11:00 am and closing at 3:00 p.m.

**Quality of Life:** This would create more activity downtown but less parking available on two holidays. The barricading and signage would all be handled by the Downtown Association.

**Financial Impact:** The Downtown Association will place the barricades and signage so no additional police or street crews would be required to perform these tasks.

**Recommendation:** Should the City Council approve the permit for a Farmer's Market on Memorial Day, Monday May 26th and Labor Day, Monday Sept. 1st closing Fifth Street from 9:00 am until 3:00 p.m.

## ANNOUNCEMENTS



# 2008 Voting Credentials



Each member city of the Association of Idaho Cities is entitled to cast one vote during the Annual Business Meeting at the Annual Conference. Votes must be cast by an **elected official** of any such member city present at the meeting in Garden City. Please complete the following form to authorize the representatives for your city and mail or fax no later than **Friday, May 30, 2008**.

**Association of Idaho Cities  
Attn: GayDawn Oyler  
3100 S. Vista Avenue, Suite 310  
Boise ID 83705  
Fax: 208-344-8677  
Deadline: May 30, 2008**

**City:** \_\_\_\_\_

## **Voting Delegate**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## **Alternating Voting Delegate**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

OTHER COMMITTEE MINUTES  
(Requiring Council Action)

**GENERAL SERVICES COMMITTEE**  
**MINUTES**  
May 12, 2008

**COMMITTEE MEMBERS PRESENT**

Deanna Goodlander, Chairperson  
Ron Edinger  
John Bruning

**CITIZENS PRESENT**

Terry Cooper  
Susie Snedaker  
Dan Gookin  
Tom Gilbertz

**STAFF PRESENT**

Karen Haskew, Urban Forester  
Wendy Gabriel, City Administrator  
Gordon Dobler, Engineering Director

**STAFF PRESENT –con’t**

Troy Tymesen, Finance Director  
Kenny Gabriel, Fire Chief  
Jon Ingalls, Deputy City Administrator  
Pam MacDonald, Human Resources Director  
Kim Harrington, Utility Billing Supervisor  
Renata McLeod, Project Coordinator  
Diana Booth, Street Dept. Admin Assistant  
Ed Wagner, Building Official  
Mike Gridley, City Attorney  
Capt. Steve Childers, Police Department  
Judy House, Claims/Code Enforcement/Risk Manager  
Tim Martin, Street Superintendent  
Captain Pete Vandall, Fire Dept.  
Lee Brainard, Police Dept.

**Item 1. Declaration of Surplus Property / Surplus Auction List Approval.  
(Resolution 08-027)**

Troy Tymesen, Finance Director, is asking the Council approve Exhibit “A”, which is the list of surplus items for this year’s surplus auction. Mr. Tymesen reported that annually, the City liquidates underutilized and seized assets. Conducting a public sale, as per state code, completes the process. The City/County Surplus Auction is scheduled to be at the Kootenai County Fairgrounds on Saturday, May 31st. The auction will be conducted by MR. Auction.

The budgeted revenue for the surplus auction is \$12,000.00 in this fiscal year. The auction generated \$15,449.00 last fiscal year. The costs are shared with the County and School Districts and deducted from our gross revenues. The auctioneer will be retaining 20% of the gross proceeds of the sale.

The items listed as surplus for the auction are no longer required by staff or have been seized by law enforcement. The public is then invited to acquire those items through a public sale. The library surplus items will no longer be required by staff after the opening of the new Library. The Legal Department has indicated that these items should be declared surplus at this time and then retained for auction or sale when appropriate coinciding with the opening of the new Library.

**MOTION: by Edinger, seconded by Bruning, that Council adopt Resolution No. 08-027 authorizing the surplus items, as submitted, for this year’s surplus auction.**

**Item 2. Mutual Aid Agreement with the Spokane Valley Fire Department.  
(Resolution No. 08-027)**

Kenny Gabriel, Fire Chief, is asking the Council to allow the Fire Department to enter into a Mutual Aid agreement with the Spokane Valley Fire Department. Chief Gabriel reported that the Fire Department has Mutual Aid agreements with numerous neighboring Fire Departments. With our ever growing population and fire threats we have identified a need to have agreements in place with Departments in Washington. Spokane Valley is closer than many Departments we already have agreements such as Sandpoint and Kellogg. With the addition of high rise buildings and more homes being built in the Wildland/Urban Interface these agreements are

more valuable than ever. Chief Gabriel also reported that Spokane Valley Fire Department is a fully paid, professional Fire Department. They have stations close to State Line and could be in the City faster than many Departments in our County. They come with their own command staff as well as Firefighting resources which are an added component to Incident Management.

**MOTION: by Edinger, seconded by Bruning that Council adopt Resolution No. 08-027 authorizing a Mutual Aid Agreement with the Spokane Valley Fire Department.**

**Item 3. Sidewalk Policy / Revision (Presentation).  
(Information Only)**

Jon Ingalls, Deputy City Administrator, gave a presentation that began with photographs of problem sidewalks. Then Mr. Ingalls discussed repair alternatives as well as several recommendations that have been discussed. Mr. Ingalls indicated that the Sidewalk Committee is recommending alternative #5 – which is to create an ADA hazard abatement account with work performed by city employees. Mr. Ingalls went on to discuss “Why use city workers?”

Councilman Goodlander said that the public needs to know why the city feels it best to use city workers to make the sidewalk repairs. Councilman Goodlander suggested Mr. Ingalls include information, such as the financial savings, in his presentation that will be given at the Public Works meeting later today as well as the City Council meeting on May 20<sup>th</sup>.

**FOR INFORMATION ONLY**

**Item 4. Credit Card Acceptance for Utility Customers.  
(Agenda - Resolution No. 08-030)**

Troy Tymesen, Finance Director, is asking the Council for approval to enter into an agreement with Certified Payments to enable the City to accept Visa, MasterCard, American Express and Discover Cards as payment for utility bills. Mr. Tymesen reported that in the past, the City of Coeur d’ Alene has been unable to accept credit cards as payment for utility bills. Past attempts to provide this service have been met with set up fees as well as discounts charged to the City. Certified Payments is a privately held company domiciled in Texas that has been in business for 16 years. They are currently providing services for a number of municipalities, including Ft. Worth, Texas. The proposed agreement with Certified Payments is cancellable with a thirty day notice. There are no set up fees, maintenance fees, or chargeback fees. The only cost to the City, at this time, is staff labor from the Finance and Information Technology staff to set up the program. The cost for this payment solution option will be paid by the credit card holder, utility customer, in the form of a convenience fee. The fee is 3% of the transaction amount or a minimum of \$2.00. Mr. Tymesen further reported that the Credit Card payments will be possible in person at City Hall at a kiosk, over the internet via the City’s web site and by phone using an Interactive Voice Response Unit (IVR). The message will be in English and Spanish.

**MOTION: by Edinger, seconded by Bruning, that Council adopt Resolution No. 08-030 authorizing a Service Provider Agreement with Certified Payments to enable the City to accept Visa, MasterCard, American Express and Discover Cards as payment for utility bills.**

**Item 5. Expansion of Event Parking Days in Public Parking Lots.  
(Resolution No. 08-029)**

Troy Tymesen, Finance Director, is asking Council for authorization to increase the number of Event Parking Days and expand Event Parking to all City owned public parking lots. Mr. Tymesen reported that on May 3, 2005 Council approved Resolution 05-034 which allows event parking at the 3rd and 4th Street Public Parking Lot for the 4th of July festivities with a cost of \$5.00 and for the Christmas parade event with a charge of \$3.00. The City has an existing parking lot contract with Diamond Parking Service. The City receives a minimum of \$125,000 annually for the use of the lots. When the annual revenue from the City owned lots exceeds \$232,000, the City receives 92% of each additional dollar. This has occurred four times in the past six years. The parking lot manager recommends this proposal as it enhances customer service by creating a set fee regardless of the amount of time spent at the event. Event parking also dramatically reduces the exit time. The Downtown Association approves of the concept because it promotes staying downtown for the event. The parking revenue generated since the inception of event parking days has been greater than the previous hourly parking revenue for the same day. This recommendation is being made in collaboration with the Downtown Association and the Parking Commission. The expanded days would include Art on the Green/Street Fair and Car d'Alene. The City owned lots are as follows: 3rd and 4th Street Public Parking, Independence Point, Museum, Memorial Field and 4<sup>th</sup> & Coeur d' Alene Ave.

**MOTION: by Edinger, seconded by Bruning, that Council adopt Resolution No. 08-029 authorizing staff to increase the number of Event Parking Days and expand Event Parking to all City owned public parking lots.**

**Item 6. Agreement to Provide Collection Services for the City.  
(Resolution No. 08-027)**

Kim Harrington, Utility Billing Supervisor, is requesting Council approval to enter into an agreement with Chapman Financial Services, Inc. to provide professional collection services for the collection of past due debt owed to the City of Coeur d' Alene. Ms. Harrington reported that the City has utilized the services of Chapman Financial Services, formerly known as Coeur d'Alene Adjustment Bureau, formerly known as Coeur d'Alene Credit Bureau since 1987. Under the current agreement with Chapman Financial, past due amounts presented by the City to Chapman Financial are assessed a 40% collection fee on amounts recovered. The new agreement eliminates the fee assessed to the City as Chapman Financial would add a 33% fee to the amount referred by the City to the debtor. The proposed agreement with Chapman Financial Services is cancellable with a thirty day written notice. Ms. Harrington further reported that the recovery rate has been approximately 40.6%. A dedicated account manager and internet access is provided for monitoring City of Coeur d' Alene accounts. The customer service provided exceeds expectations. Our legal department has reviewed the agreement with no suggestions for changes.

Councilman Edinger asked if staff solicited quotes. Ms. Harrington responded, yes, the proposal was competitively shopped and returns the best value to the City.

Councilman Bruning asked how often are accounts turned over to collections. Ms. Harrington responded less than 1%. This is because the City tries to work with customers by allowing payment arrangements. The City doesn't want to have to send a customer to collections, therefore it's used as a last resort.

**MOTION: by Bruning, seconded by Edinger, that Council adopt Resolution No. 08-027 authorizing an agreement with Chapman Financial Services, Inc., to provide professional collection services for the collection of past due debt owed to the City of Coeur d'Alene**

**Item 7. Farmer's Market Request.  
(Consent Calendar)**

Jon Ingalls, Deputy City Administrator, is requesting Council approval of the Downtown Farmers Market application as submitted, for Memorial Day, Monday, May 26 and Labor Day, Monday, Sept. 1<sup>st</sup>.

Mr. Ingalls stated that the Police Department, Street Department as well as other city departments have looked at this request and are ok with it. Mr. Ingalls went on to report that the Downtown Association has sponsored the Farmers Market on Wednesday evenings from 4:00 to 7:00 pm. Terry Cooper of the Downtown Association was given temporary no parking signs made by the Street Department to place in that area to notify the public. The permit for the Wednesday night Farmer's Market has been approved for the 2008 season. The Downtown Association has submitted an additional application for the 2008 season to close the Fifth Street from Front to Lakeside on two Mondays, Memorial Day, May 26<sup>th</sup> and Labor Day, Monday, Sept. 1<sup>st</sup>. They are requesting that the streets for these two events be blocked beginning at 9:00 am with event starting at 11:00 am and closing at 3:00 p.m.

Councilman Goodlander gave kudos to Terry Cooper for making sure the cones are set and to keep traffic moving during the event. It has been a successful event and adds vitality to the downtown. It's another benefit for the citizens as well as the downtown.

**MOTION: by Bruning, seconded by Edinger, that Council authorize staff to issue a permit for a Farmer's Market on Memorial Day, Monday May 26<sup>th</sup> and Labor Day, Monday September 1<sup>st</sup> and authorize the closure of Fifth Street from 9:00 a.m. until 3:00 p.m. on said days.**

The meeting adjourned at 1:53 p.m.

Respectfully submitted,

*Juanita Van Cleave*  
Recording Secretary

## **Finance Department Staff Report**

**Date:** May 12<sup>th</sup>, 2008  
**From:** Troy Tymesen, Finance Director  
**Subject:** Credit Card acceptance for Utility customers

### **Decision Point:**

To enter into an agreement with Certified Payments to enable the City to accept Visa, MasterCard, American Express and Discover Cards as payment for utility bills.

### **History:**

In the past, the City of Coeur d' Alene has been unable to accept credit cards as payment for utility bills. Past attempts to provide this service have been met with set up fees as well as discounts charged to the City.

### **Financial Analysis:**

Certified Payments is a privately held company domiciled in Texas that has been in business for 16 years. They are currently providing services for a number of municipalities, including Ft. Worth, Texas. The proposed agreement with Certified Payments is cancellable with a thirty day notice. There are no set up fees, maintenance fees, or chargeback fees. The only cost to the City, at this time, is staff labor from the Finance and Information Technology staff to set up the program. The cost for this payment solution option will be paid by the credit card holder, utility customer, in the form of a convenience fee. The fee is 3% of the transaction amount or a minimum of \$2.00.

### **Performance Analysis:**

Credit Card payments will be possible in person at City Hall at a kiosk, over the internet via the City's web site and by phone using an Interactive Voice Response Unit (IVR). The message will be in English and Spanish.

### **Quality of Life Analysis:**

The Legal Department has reviewed the agreement and suggests no changes.

### **Decision Point/Recommendation:**

To enter into an agreement with Certified Payments to enable the City to accept Visa, MasterCard, American Express and Discover Cards as payment for utility bills.

RESOLUTION NO. 08-030

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A SERVICE PROVIDER AGREEMENT WITH CERTIFIED PAYMENTS, INC. TO ENABLE THE CITY TO ACCEPT VISA, MASTERCARD, AMERICAN EXPRESS AND DISCOVER CARDS AS PAYMENT FOR UTILITY BILLS.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Agreement with Certified Payments, Inc., for Credit Card Payment 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 Credit Card Payment 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 20<sup>th</sup> day of May, 2008.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk



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

ROLL CALL:

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

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

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

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

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

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

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

## SERVICE PROVIDER AGREEMENT

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This Service Provider Agreement ("Agreement") is made and entered into by and between Certified Payments No. 1, Ltd., by and through its General Partner, Certified Payments, Inc., a Texas Corporation, with offices at 13740 Midway Rd., Suite 702, Dallas, TX 75244 ("Service Provider") and The City of Coeur d' Alene, Idaho ("Agency").

### RECITALS:

**WHEREAS**, Agency desires to accept payments from individuals or entities ("Customers") by credit card, "pin-less" debit card or ACH ("Agency Payments").

**WHEREAS**, Service Provider performs such Services on behalf of Agency ("Services").

**WHEREAS**, Agency desires to employ Service Provider to act on behalf of Agency in providing such services and Service Provider desires to provide such services subject to the terms and conditions set forth in this Agreement.

**NOW**, therefore, in consideration of the foregoing, and the mutual premises set forth below, the parties hereto agree as follows:

1. **DEFINITIONS:** As used herein, the following terms have the meanings set forth below:

**"ACH"** means Automated Clearing House

**"ACH Batch"** is a collection of ACH Entries that are transmitted as a group to the ODFI.

**"ACH Network"** means the funds transfer system governed by the Rules of NACHA, which provides for the interbank clearing of electronic entries for participating financial institutions.

**"ACH Returns"** is the process of returning and settling funds that were dishonored by the RDFI (Paying Bank) and returned to the ODFI.

**"Agency Bank"** is the Depository Financial Institution where the Agency Bank Account is maintained and receives deposits from Agency's Customers or credits from the Federal Reserve Bank on behalf of the Agency.

**"Agency Bank Account"** is the account Agency has established with Agency Bank.

**"Bureau Code"** is the unique seven (7) digit Agency identifier assigned to Agency by Service Provider.

**"Card Issuing Bank"** is a financial institution that issues cards and contracts with its cardholders for billing and payment of transactions.

**“Card Associations”** are membership corporations of financial institutions that issue cards for payments of goods and services, provide card products and establish the rules and regulations governing member participation in card programs.

**“Card Holder”** is an authorized user of a payment card issued by a Card Issuing Bank.

**“Chargeback”** is a transaction whereby the Card Issuing Bank reverses the Agency’s payment.

**“Convenience Fee”** means the fee charged by Service Provider to Citizens for the convenience of using the Services in making an Agency payment.

**“Credit Card”** refers to a pin-less debit or credit card issued to a Customer for payment of goods and services.

**“Customer”** means both consumer and corporate, individual or company that purchases or uses the services.

**“Front-End Processor”** is an authorization service through which Card Issuing Banks can approve or decline individual card transactions.

**“IVR”** means Integrated Voice Response system.

**“NACHA”** means the National Automated Clearing House Association.

**“Processing Facility”** is defined as the Bank authorized to provide ACH entries or the credit card processor.

**“Net Total”** is the total amount of ACH Entries (in US Dollars) contained in the ACH Batch minus the total amount of Refund ACH Entries (in US Dollars) in the same ACH Batch.

**“ODFI”** is the Originating Depository Financial Institution which accepts and processes debit and credit entries for distribution to an automated clearing house. For purposes of this Agreement, Agency’s Bank is the ODFI.

**“Processing Facility”** refers to the appropriate credit or debit network to which Service Provider transmits transactions.

**“RDFI”** is the Receiving Depository Financial Institution which receives ACH entries for payment.

**2. SERVICE PROVIDER’S OBLIGATIONS:** Service Provider shall provide the Services as follows:

- A.** Service Provider will provide Customers with the opportunity to make Agency Payments by credit card, "pin-less" debit card or ACH. These Agency payments may be made through the Service Provider's website, the Agency's website, through an IVR system, by contacting the Agency directly by telephone, by contacting Service Provider by telephone or by any other communication medium that Service Provider and Agency mutually agree upon.
- B.** Service Provider shall begin providing such services to Customers on a date mutually agreed upon by Service Provider and Agency.
- C.** Service Provider shall collect and transmit Agency Payments from Customers using MasterCard and Visa, and optionally American Express, Discover and ACH entries may be collected and transmitted upon the mutual agreement of the Agency and Service Provider.
- D.** Service Provider may charge Customers a Convenience Fee for each Payment processed. The Convenience Fee will be collected in addition to the corresponding Agency Payment. Exhibit A attached hereto details the Schedule of Convenience Fees that the Service Provider may charge to Agency's Customers. Service Provider, in its sole discretion may charge Customers a minimum Convenience Fee for each payment, an amount not to exceed Two Dollars (\$2.00) in US Currency. Service Provider will cause all net funds resulting from Agency payments to be transmitted to Agency's bank account; Service Provider shall retain all Convenience Fees collected by it hereunder.
- E.** Except for the fees outlined in Exhibit A, Service Provider shall not charge Agency a fee in consideration for Service Provider's provision of Services to Customers as provided for in this Agreement; any related fees payable by Agency in connection therewith will be mutually agreed upon by Service Provider and Agency.
- F.** Service Provider will notify each Customer of the dollar amount of the payment and the corresponding Convenience Fee to be charged to the Customer and obtain Customer's approval (electronically or otherwise) of such charges prior to initiating any charges to the Customer's credit card or ACH from their account.
- G.** Service Provider will provide Customer with electronic confirmation of the Agency Payment and the corresponding Convenience Fee.
- H.** Service Provider will electronically collect and transmit all payment information to the appropriate Processing Facility in the most time critical manner that each facility can accept. Transmission of credit card payments will occur in real time to the appropriate front-end processors(s) and ACH payments will be transmitted to the ODFI by batch according to a pre-determined schedule agreed upon by Service Provider and the ODFI.
- I.** Service Provider will provide Agency with Agency Payment data and reports summarizing the use of the Services by Customers for a given reporting period.

Agency will have the ability to import such payment data utilizing Microsoft Excel, Microsoft Access, a comma-delimited file ("CSV") or XML file.

- J.** Service Provider will retain all logs and data for such period of time as required by applicable law and the regulations of the Card Associations and NACHA.
- K.** Prior to initiating any refunds to a Customer's credit card, Service Provider will attempt to obtain permission either orally or in writing, from the Agency's authorized representative. Unless Agency receives written authorization from Service Provider to the contrary, Agency may not issue refunds to the Customer by check. Service Provider will process such refunds in the form of a credit to the Customer's card ("credit card") that was initially charged and in Service Provider's sole discretion, may refund the corresponding Convenience Fee payment. Service Provider or its authorized agent will debit the Agency's bank account for the amount of the Agency payment refund.
- L.** Under the rules of the Card Associations, Customer's Card Issuing Bank gives Service Provider a limited amount of time to dispute a Chargeback or issue a refund. In the event a refund must be issued, Service Provider will contact Agency and Agency will immediately issue a memo authorizing Service Provider to refund the transaction, however, Service Provider and Card Issuing Bank reserve the right to debit the Agency Bank Account for the amount of the Agency Payment at any time during the Chargeback process.
- M.** Agency will reimburse Service Provider for all chargeback actions or refunds of any kind, including but not limited to those resulting from overpayments, duplicate or misapplied payments or unauthorized charges. In the case of either a credit card refund or credit card Chargeback, where Service Provider is unable to collect amounts owed by Agency to Service Provider, Agency agrees to make amounts owed available to Service Provider in immediately available funds.
- N.** Service Provider will cause a deposit of the Net Total of ACH funds to be made to the Agency's Bank Account.

**3. AGENCY'S OBLIGATIONS:**

- A.** In addition to this Agreement, Agency agrees to enter into any and all applicable agreements that are required to perform the services hereunder. Such Agreements may include but are not limited to ACH, MasterCard and Visa, American Express and Discover. Agency agrees to fully comply with the rules, regulations and operating procedures of the various Card Associations, including without limitation with respect to the use of specific Card logos and marks.
- B.** Prior to Service Provider's commencement of Services, Agency will complete in full and sign all necessary paperwork that Service Provider puts forth.

- C. Service Provider is required to fully adhere to and operate according to the rules, regulations and operating procedures of the Card Associations, NACHA, the ODFI Bank and any rules and regulations provided by American Express and Discover. Agency agrees to immediately comply with any requests by Service Provider regarding any Agency conduct that is outside said rules and regulations. Agency's failure to comply with such request by Service Provider will be grounds for immediate termination of this Agreement.
- D. Agency agrees to promote the Services to its Customers. Promotions shall include publishing the Agency's Bureau Code, relevant IVR telephone number and URL of the Agency's website or Service Provider's on all applicable tax instruction booklets, tax preparer communications, taxpayer information publications, citations, notices, utility bills and any related marketing material. Agency will obtain Service Provider's consent prior to publishing any materials that reference the Services and/or Service Provider.
- E. Agency will not require, as a condition to making an Agency Payment, that a Cardholder agrees in any way to waive such Cardholder's rights to dispute the transaction with the Card Issuing Bank for legitimate reasons.

#### **4. ADDITIONAL MATTERS:**

##### **A. Confidentiality**

Agency will not disclose to any third party or use for any purpose inconsistent with this Agreement, any confidential or proprietary, non-public information it obtains during the term of this Agreement regarding Service Provider's business, operations, financial condition, technology, systems, know-how, products, services, suppliers, customers, marketing data, plans and models and personnel. Service Provider will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential Customer information it receives in connection with its performance of the Services, except that Service Provider may use personal information provided by Customers to establish and maintain individual user accounts requested to be established by such Customers with Service Provider.

##### **B. Intellectual Property**

In order that Agency may promote the Services and Service Provider's role in providing the Services, Service Provider grants to Agency a revocable, non-exclusive, royalty-free license to use Service Provider's logo and other service marks (the "Service Provider Marks") for such purpose only. Agency does not have any right, title, license or interest, express or implied, in and to any object code, software, hardware, trademark, service mark, trade name, trade dress, formula, system, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, any script used by Service Provider on Service Provider's website) or other intellectual property right of Service Provider. All Marks, the System and all rights therein

(other than rights expressly granted in this Agreement) and goodwill pertaining thereto belong exclusively to Service Provider.

**C. Force Majeure**

Service Provider will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Service Provider's reasonable control and that do not involve either fault or judgment of Service Provider.

**D. Remedies**

Agency's sole remedy in the event of Service Provider's failure to perform the Services as set forth herein shall be to terminate the arrangement contemplated by this Agreement.

**E. Term of Arrangement**

Unless otherwise terminated, the term of the arrangement shall continue from the date of this Agreement until thirty (30) days after such time as either Service Provider or Agency has notified the other party in writing of its decision to terminate.

**F. Termination**

Service Provider's performance of this Agreement is subject to the rules and regulations of the Card Associations, NACHA, federal, state and local laws or regulations applicable to the Services. Receipt of a written directive from banking regulators, a member bank, Visa, MasterCard or other credit or debit card company or association to terminate shall be immediate upon such event.

**Agency's Acceptance:**

|             |                                  |       |
|-------------|----------------------------------|-------|
| <hr/>       |                                  |       |
| Agency Name |                                  |       |
| By:         | <hr/>                            | <hr/> |
|             | Agency Signature                 | Title |
|             | <hr/>                            | <hr/> |
|             | Printed Name of Agency Signature | Date  |

**Service Provider's Acceptance:**

**Certified Payments No. 1, Ltd.**

**By: Certified Payments, Inc., General Partner**

|     |                                            |                        |
|-----|--------------------------------------------|------------------------|
| By: | <hr/>                                      | <hr/>                  |
|     | Service Provider Signature                 | Director of Operations |
|     |                                            | Title                  |
|     | <hr/>                                      | <hr/>                  |
|     | Kate Lynch                                 |                        |
|     | Printed Name of Service Provider Signature | Date                   |



## EXHIBIT A

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This Exhibit A to the Service Provider Agreement between Service Provider and Agency provides as follows:

1. **Schedule of Convenience Fees:** Service Provider and Agency agree to the following provisions:
  - A. Space Left Intentionally Blank
  - B. 3.00% shall be the agreed upon Convenience Fee that the Agency agrees to allow Service Provider to charge to Customers for non-tax payments when Customer uses a Credit Card.
  - C. Space Left Intentionally Blank

### **Agency's Acceptance:**

\_\_\_\_\_  
Agency Name

By: \_\_\_\_\_  
Agency Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name of Agency Signature

\_\_\_\_\_  
Date

### **Service Provider's Acceptance:**

**Certified Payments No. 1, Ltd.**

**By: Certified Payments, Inc., General Partner**

By: \_\_\_\_\_  
Service Provider Signature

Director of Operations  
Title

Kate Lynch  
Printed Name of Service Provider Signature

\_\_\_\_\_  
Date

## AMERICAN EXPRESS – EXHIBIT B

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This instrument (the "Addendum") effective \_\_\_\_\_, 2006, amends and supplements the [Government Entity] Agreement (as defined below) and the Cardtranz, Inc. Agreement (as defined below), including any and all exhibits, amendments, addenda, appendices and supplements thereto respecting the acceptance of the American Express® Card. For the purpose of this Addendum, "Cardtranz" means Cardtranz, Inc., a Texas corporation, located at 13740 Midway Road, Suite 702, Dallas, Texas, 75244, Plano, Texas.

The term "[Government Entity] Agreement" shall mean the Agreement for American Express Card Services dated \_\_\_\_\_, and any Amendment and/or Addendum to such Agreement whereby American Express and the [Government Entity] have made available Card acceptance for [Government Entity] Government offices, agencies, and educational institutions and entities; and, such [Government Entity] agencies have initiated American Express Card acceptance. The term "Cardtranz Agreement" shall mean the agreement dated September, 2003 whereby American Express and Cardtranz have initiated American Express Card acceptance on behalf of various state and local governments. All other terms in this Amendment shall have the same meanings as they have in the [Government Entity] Agreement and/or the Cardtranz Agreement as such Agreements pertain to the parties of those Agreements.

Cardtranz hereby agrees to accept the Card on behalf of the [Government Entity] (as permitted by the [Government Entity]). The parties further agree that the [Government Entity] Agreement and the Cardtranz Agreement shall be deemed amended so that the Discount associated with such Charges on behalf of the [Government Entity] to Cardtranz shall be paid to American Express by Cardtranz. Payments for charges submitted on behalf of the [Government Entity] shall be paid directly to the [Government Entity].

The parties also agree to the following:

### Disputed Transactions and Chargebacks:

American Express will send requests regarding a claim, complaint, or question related to a Disputed Charge to Cardtranz and not to the [Government Entity]. Cardtranz will retrieve all requested information relating to the Disputed Charge and provide such to American Express. If a Cardmember contests the Convenience Fee relating to a Charge, the payment of that Charge to the [Government Entity] also will be treated as contested. If the Disputed Charge results in a reversal of the Charge ("Chargeback"), both the [Government Entity] payment of that Charge and the Convenience Fee will be charged back by American Express. [Government Entity] payments will be charged back to the [Government Entity]; Convenience Fees will be charged back to CARDTRANZ. In no case shall a Convenience Fee be charged back to CARDTRANZ without the related Charge also being charged back to the [Government Entity].

CARDTRANZ will provide reports to the [Government Entity] of any Chargebacks either prior to or on the day the Chargeback is posted to the [Government Entity]'s bank account. American Express will deduct any Chargebacks from amounts owed to the [Government Entity] for Charges.

#### Reporting:

CARDTRANZ will provide reports to the [Government Entity] that include all transactions, including Chargebacks and adjustments in a format agreeable to the [Government Entity].

#### Refunds:

Refunds will be processed through the [Government Entity] agency's standard refund processes. The specific refund policy for each [Government Entity] agency will be posted on the [Government Entity] agency's web site. American Express will accept proof of the refund via the [Government Entity] agency's posted refund process in the event of a Dispute, and not allow the Chargeback.

#### Limitation of Liability

In no event will Cardtranz or American Express be responsible hereunder for damages to the [Government Entity] arising from delays or problems caused by any telecommunications carrier or banking system or Internet services provider ("ISP"); provided, however, that the foregoing shall have no effect upon American Express' rights of Full Recourse, as used in the [Government Entity] Agreement.

Except as specifically indicated above, all terms and conditions of the [Government Entity] Agreement and the CARDTRANZ Agreement shall remain in full force and effect.

#### Authority to Sign

Each party represents that the individual who signs this Addendum has authority to do so and to bind it to the terms and conditions of this Addendum. Each party further represents that they are authorized to sign and enter into this Addendum on behalf of their subsidiaries, affiliates and licensees that accept the Card.

AMERICAN EXPRESS TRAVEL  
RELATED SERVICES COMPANY, INC.

[GOVERNMENT ENTITY]

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

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

Name: Thomas F. Pojero

Name: \_\_\_\_\_

Title: President,  
Merchant Acquisition North America

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

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

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

CARDTRANZ, INC.

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

Name: Kate Lynch

Title: Director of Operations

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

**May 12, 2008**  
**PUBLIC WORKS COMMITTEE**  
**MINUTES**

**COMMITTEE MEMBERS PRESENT**

Council Member Mike Kennedy  
Council Member Woody McEvers  
Council Member Al Hassell

**STAFF PRESENT**

Renata McLeod, Project Coordinator  
Tim Martin, Street Superintendent  
Jon Ingalls, Deputy City Administrator  
Amy Ferguson, Committee Liaison  
Dave Shults, Capital Program Mgr  
Jim Markley, Water Superintendent  
Edward Wagner, Bldg. Svcs. Dir.  
Wendy Gabriel, City Administrator  
Terry Pickel, Asst. Water Supt.  
Karen Haskew, Urban Forester  
Sid Fredrickson, WW Supt.  
Warren Wilson, Chief Dep. City Atty  
Rob Stark, Water Dept.  
Diana Booth, Administrative Asst.  
Judy House, Legal Dept.  
Gordon Dobler, Engineering Svcs. Dir.  
Pam MacDonald, H.R. Director

**Item 1      Agreement with HDR Engineering for Design and Analysis of WWTP Pilot Test Facilities**

Dave Shults, Capital Program Manager, and Sid Fredrickson, Wastewater Superintendent presented a request for approval of an agreement for engineering services with HDR Engineering to provide design and analysis of a pilot studies program for water reclamation facilities, for a cost not to exceed \$546,597.00. Mr. Shults explained that this is part of the larger facility planning process. Negotiation of the wastewater discharge permit with the EPA has allowed for a 9 year program, two years of which would be dedicated to pilot studying. Mr. Fredrickson explained that the advanced treatment processes that will be required to satisfy the permit requirements for phosphorous removal aren't fully developed at this point in time and before a decision is made on which ones to choose for full-scale operations, the Wastewater Department wants to pilot test them. There are three candidate processes and a wastewater engineer is needed to help specify and procure the equipment, to specify the installation arrangements, to provide construction engineering assistance, to assist with monitoring and analysis of test results, and to assist with operator training.

Mr. Fredrickson noted that in 2006 the city piloted four smaller scale processes for a 4 week period in the summertime. They did not learn how those processes would perform during other events, such as winter, differing flows, etc. With the new studies, they can vary the flow, shock the process with temperature, and see which process is best suited for construction of the City's next phase of construction at their advanced water reclamation facilities.

Councilman Kennedy asked about the required bidding process. Mr. Fredrickson explained that the pilot testing is a phase of the facility planning process so the city does not have to go out and solicit formal proposals. HDR Engineering was selected at the beginning of the process.

Councilman Hassell instructed Mr. Fredrickson to present a detailed report at the council meeting on May 20<sup>th</sup>.

**MOTION by Kennedy, seconded by McEvers, that Council approve Resolution No. 08-021 authorizing an agreement with HDR Engineering for design and analysis of a pilot studies program for water reclamation facilities, for a cost not to exceed \$546,497.00. Motion carried.**

**Item 2            Revision to Sidewalk Policy**

Jon Ingalls, Deputy City Administrator, presented information regarding a proposed Sidewalk Policy for committee recommendation to the full council. He explained that after the council's second sidewalk workshop on April 21<sup>st</sup>, council members expressed a preference for Alternative #5, which was the creation of an ADA abatement account that would enable city to repair sidewalks and pedestrian ramps with in house city staff. Staff was directed to flush out the details and bring back specific recommendations and a draft sidewalk policy.

Mr. Ingalls explained that the goal of the sidewalk policy is to bring sidewalks into compliance with ADA mandates. He reviewed reasons for correcting the sidewalks and reminded the council that Idaho Code 50-316 allows cities to require abutting property owners to be responsible for the maintenance and repair of their sidewalks. Current city policy requires homeowner responsibility for repair of sidewalks at the time a street is overlaid. In the last year, 182 letters requesting compliance were sent out, and 17 sidewalks were repaired. In addition to not having much success with the policy, staff has also heard a fair amount of feedback from the public that it is a burden for homeowners, hard to find people to do the work, and hard to enforce compliance.

Mr. Ingalls reviewed examples of sidewalks in poor condition and the issues involved. He explained that a lot of field fitting will be necessary, on a case by case basis. In addition, they are hoping that as many trees as possible can be saved. In addition, Mr. Ingalls also explained the benefits of having the work done in house. The Street Department is understaffed at this time, and the people who are hired for the sidewalk repairs can do those repairs in the summer and then assist the Street Department during their peak winter months. In addition, other benefits to having the work done in house include the avoidance of costs of bid document preparation, bidding, project management, inspection and permitting.

Mr. Ingalls explained that staff recommends that the council adopt Alternative #5, the ADA Hazard Abatement account and policy statement, which would be tied to collection of foregone taxes so that repairs by the city do not defer from established priorities and services. The earliest that taxes would be considered would be this fall – council would recommend that staff move in this direction and in the summer of 2009 staff would have the program staffed and up and running. Staff also recommends that sidewalk repairs be approached on a geographic basis as opposed to tying them to an overlay program, for the reason that it allows for greater flexibility and allows staff to meet the greatest needs first – civil, commercial, and then residential. Mr. Ingalls further recommended that the council authorize reimbursement to the approximately 17 citizens who have completed repairs in response to one of the notices that were sent out by the city. Staff also recommends the creation of an incentive program for citizens who are outside the designated geographical area who repair their sidewalks ahead of the established priority. Projects related to LIDs, street reconstructions, etc. would require that the homeowner adjacent to the LID be responsible for the costs.

Mr. Ingalls also recommended that the council advise the Lake City Development Corporation that sidewalk repair is a high priority and that staff also look for all avenues of funding, including grants, HUD monies, etc.

Councilman Hassell asked about a list of areas that would be a priority. Mr. Ingalls responded that staff would bring back to council a projection of those areas they would like to be working in over the next several years.

Councilman McEvers expressed concern that the focus would be on civil, then commercial, then residential, and stated that homes have to be the priority in his mind. He also asked about driveways, and curbs and whether they would be fixed. Mr. Ingalls explained that driveways and curbs are not included in the sidewalk policy.

Mr. Ingalls stated that there are details and prioritization plans to work out, but he asked the council to adopt the recommendations of staff that would at least set the course so they would know where they are headed. He further explained that sidewalk repairs would be triggered by five things: (1) building permit, (2) LID/Street reconstruction, (3) new subdivisions, (4) ADA Hazard Abatement program, and (5) Incentive program.

**MOTION by Kennedy, seconded by McEvers, to bring this item forward to the full Council for discussion with a recommendation to adopt the proposed Sidewalk Policy.**

**DISCUSSION:** Councilman McEvers asked about the public hearing process. Mr. Ingalls explained that a public hearing would be held in connection with the foregone taxes in September. Councilman McEvers stressed the need to keep the public aware of what is happening.

**Motion carried.**

**Item 3            Review of Proposed 5-Year CIP Plan**  
**Consent Calendar**

Gordon Dobler, Engineering Services Director, presented information to the committee regarding the 5 year Capital Improvement Plan (CIP) and projects that will be funded, which include 15<sup>th</sup> Street from Lunceford to Dalton, 15<sup>th</sup> Street & Harrison signal, Government Way from Dalton to Hanley, and the Howard –Neider extension. He further explained that due to a \$3M project that fell through, the Kootenai Metropolitan Planning Organization (KMPO) has approximately \$1M available for design and acquisition of Government Way, from Dalton to Hanley. As a result, Mr. Dobler requested council approval of a resolution supporting the city's application for funding.

**MOTION by McEvers, seconded by Kennedy, that Council adopt Resolution No. 08-\_\_\_\_, supporting an application for funding of Government Way, from Hanley to Dalton. Motion carried.**

**Item 4            Radio Read Update**  
**For Information Only**

Jim Markley, Water Superintendent, introduced the item by praising the staff for finding a less expensive and very reliable alternative to the current radio read conversion program. He presented information regarding the redirection of the city's radio read program. Originally the water system meters were of two different makes. Mr. Markley explained that when the project originally started the City had to choose one of the companies to convert to radio read since there was no "universal" reader. The original plan was to replace half of the meters. Terry Pickel, Assistant Superintendent, stated that since that time, Water Department staff found a way to utilize both of the meters with the one radio read system which meant that many more of the meters already in the ground could be retained. More recently, Rob Stark was approached by Badger and offered free software and equipment if the City used their reading system.

Water Department staff researched the alternate program and found it to be cost effective and reliable. The Water Department will continue to use the first system but will finish the conversion using the new system. The new system has extra features including tamper codes, last reads even if the meter has been tampered with, data profiling, and a way for customers to watch their own water usage. Staff expects the change to save the utility at least \$160,000.00.

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

The meeting adjourned at 5:20 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison



# **PUBLIC WORKS COMMITTEE**

## **STAFF REPORT**

**DATE:** May 12, 2008  
**FROM:** David E. Shults, Capital Program Manager **DES**  
**SUBJECT:** Engineering Agreement for WWTP Pilot Studies

=====

### **DECISION POINTS:**

Council approval is requested for the proposed agreement for engineering services with HDR Engineering to provide design and analysis of a pilot studies program for water reclamation facilities, for a cost not to exceed \$546,597.

### **HISTORY:**

Wastewater facility planning is currently underway in response to the City's new EPA-issued wastewater discharge permit. The new regulations require substantial improvements and additions to the treatment plant to further restrict discharge of nutrients to the Spokane River. These very stringent limits are likely to be even more severe in the future. New equipment is currently being added to the wastewater plant to improve ammonia control. The new regulations will also require removal of phosphorus to a degree that is not readily achievable by process equipment that has been historically available. Because the very best of available technology is necessary, and because the City's treatment plant operations will become much more complex, the compliance schedule issued with the new discharge permit allows time for a process equipment piloting program. The objectives for the two-year program include 1.) selection of one of the three piloted alternatives that demonstrate the best reliability and ease of operation; 2.) optimize design requirements for full scale use at the Cd'A plant; and 3.) initiate operator familiarization and training with the new technology. The City's wastewater engineering consultant, HDR Engineering, has researched and recommended candidate process equipment for the piloting as a work element of the current facility planning project. City staff requested a proposed agreement from HDR Engineering to assist with detailed planning and design of the pilot facilities, procurement of prepurchased equipment, procurement of an installation contractor, startup and operation of the equipment, training of City operators, and analysis and recommendations regarding results. The requested services also include assistance with the design of a reclaimed water reuse demonstration project and assistance to obtain appropriate permits. Wastewater staff believes that the attached scope of work and the justification submitted for the proposed cost ceiling is fair and reasonable, and reflects the work expected by the City.

### **FINANCIAL ANALYSIS:**

|                                                     |                |
|-----------------------------------------------------|----------------|
| <u>Cost Estimate for Pilot Project</u>              |                |
| Proposed Engineering, Startup and Training          | \$546,600      |
| Prepurchase of Pilot Equipment                      | 1,325,000      |
| Contractor Installation of Equipment                | 500,000        |
| Outside Laboratory Services                         | 150,000        |
| Pilot Plant Operations Costs                        | 260,000        |
| Previously authorized Ammonia Control Pilot Project | 343,400        |
| Contingency 5%                                      | <u>156,250</u> |
| Total                                               | \$3,281,250    |

Funding      The current city financial plan for FY 2007-08 anticipates \$3 million expenditure for pilot studies, and \$200,000 for an effluent reuse pilot project. Sufficient reserves exist in the Wastewater Fund to fund this multi-year project.

**DISCUSSION:**

Several years of water quality studies of the Spokane River, and several years of negotiations between water quality regulators and wastewater dischargers along the river, have led to proposed EPA discharge permits that require much more rigorous control of nutrient discharges throughout the region. City of Coeur d'Alene wastewater facility planning provides early indication that treatment plant upgrades in the next seven years could cost as much as \$69 million. An option for reuse of the higher quality effluent could cost another \$13 million. The planned pilot studies are designed to provide the wastewater utility with sufficient information to make informed decisions regarding process selection and optimization of facility sizing and staffing. The pilot studies are believed to be prudent considering that the degree of treatment required is as rigorous as anywhere in the country, and the available treatment technology is still in development and relatively unproven in large scale water reclamation facilities.

**DECISION POINT/RECOMMENDATION:**

Council approval is requested for the proposed agreement for engineering services with HDR Engineering to provide design and analysis of a pilot studies program for water reclamation facilities, for a cost not to exceed \$546,597.

Attachment

des1249

RESOLUTION NO. 08-031

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO  
AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING,  
INC., FOR LOW PHOSPHORUS DEMONSTRATION PILOT FACILITY.

WHEREAS, the Public Works Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Agreement with HDR Engineering, Inc., for Low Phosphorus Demonstration Pilot Facility pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

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

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

DATED this 20<sup>th</sup> day of May, 2008.

\_\_\_\_\_  
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 BRUNING Voted \_\_\_\_\_

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

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

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

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

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

**AGREEMENT**  
**FOR**  
**PROFESSIONAL SERVICES**

**between**

**CITY OF COEUR D'ALENE**

**and**

**HDR ENGINEERING, INC.**

**for**

**LOW PHOSPHORUS DEMONSTRATION PILOT FACILITY**

THIS AGREEMENT, made and entered into this 20th day of May, 2008, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and HDR Engineering, Inc., a Nebraska corporation, with its principal place of business at 412 E. Parkcenter Blvd., Suite 100, Boise, Idaho 83706, hereinafter referred to as the "Consultant."

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

WHEREAS, the City faces changing effluent discharge conditions in the Spokane River as a result of water quality studies conducted by the Washington State Department of Ecology and renewal of the City's effluent discharge permit by Region 10 of the Environmental Protection Agency;

WHEREAS, the City has undertaken an analysis of the implications of these regulatory actions in preparation of a "Wastewater Facility Plan Amendment";

WHEREAS, the City desires services to assist wastewater operators with understanding potential treatment technology for future implementation at the full scale wastewater treatment facility;

WHEREAS, Consultant is available and is willing to provide personnel and services to accomplish the work according to the City's schedule.

NOW THEREFORE, the City and the Consultant agree as follows:

Section 1. Definitions. In this agreement:

A. The term "City" means the City of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.

B. The term "Consultant" means HDR Engineering, Inc., 412 E. Parkcenter Blvd, Boise, Idaho 83706.

C. The term "Mayor" means the mayor of the City of Coeur d'Alene or his authorized representative.

D. The term "Cost Plus Fixed Fee" shall mean compensation based on Direct Labor times Overhead Multiplier plus reimbursable expenses plus payment of a fixed amount agreed upon in advance, subject to modifications and amendments, for Consultant's services.

E. The term "Reimbursable Expenses" shall mean the actual direct expenses incurred specifically for the Project, other than the Consultant's cost of labor, administrative overhead, and fixed fee, that are identified in Exhibit "A" and are included in the total estimated cost for the scope of work. Reimbursable Expenses will include a 0% markup over Consultant's cost. Such expenses include the cost of transportation and subsistence incidental thereto, toll telephone calls, express mail, facsimiles, reproductions, copies, and operating time for computers and highly specialized equipment. Reimbursable expenses shall also include subconsultant costs which will be allowed a 5% markup over Consultant's cost. The maximum estimated Reimbursable Expenses are listed under the columns "Direct Costs" and "Subconsultant" in Table 2 of Exhibit "A." The total estimated expenses shall not be exceeded without prior written approval of the City. The Consultant shall advise the City when 75% of the listed expenses are exceeded.

Section 2. Employment of Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

Section 3. Scope of Services. The Consultant shall perform the services described in Exhibit "A," entitled Scope of Services, subject to and consistent with the terms of Exhibit "A," attached hereto and incorporated herein by reference.

Section 4. Personnel.

A. The Consultant represents that it has or will secure at its own expense all personnel required to perform its services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

B. All of the services required hereunder will be performed by the Consultant or under his direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

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

Section 5. Time of Performance. The services of the Consultant shall commence upon written "Notice To Proceed" following execution of this agreement and shall proceed in accordance with the project schedule as shown in Exhibit "A."

Section 6. Compensation.

A. For Engineering Services as described in Exhibit "A," payment shall be on the basis of Cost Plus Fixed Fee. The Fixed Fee shall be as provided in Exhibit "A." Labor Costs shall be an amount equal to the Direct Labor Cost times a factor of 2.75. Labor rates may be subject to change on an annual basis escalated to an amount equal to the annual rate of inflation only if the Scope of the Work listed in Exhibit "A" is accomplished within the budget and fee established in said exhibit. Reimbursable Expenses incurred in connection with such services shall be in addition to the foregoing compensation.

B. Total compensation for all services and expenses for the term of this Agreement shall not exceed the amount provided in Exhibit "A" without amendment of this Agreement. The amount of compensation shall be subject to renegotiation only if the scope of the services are significantly expanded or modified beyond the tasks identified herein.

C. Consultant is not obligated to continue performance hereunder or otherwise to incur costs in excess of the total estimated fee cited above as Consultant's compensation for all or part of the Project, unless and until the City has notified Consultant in writing that such total estimated fee has been increased and specifying the estimated fee then allocated for the Services to be covered by the Consultant's Compensation.

D. Except as otherwise provided in this agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties.

Section 7. Method and Time of Payment. Consultant invoices will be submitted once every month and will be based upon services completed at the time of the billing. Invoices shall reflect the total work performed during the invoice period and shall show the costs incurred as well as a percentage of the total fixed fee. The invoicing of the fixed fee shall correspond to the Consultant's estimate of the work completed. The Consultant shall maintain records documenting all labor and material charges for this project. The Consultant will notify the City when 75% of the total cost is attained and will determine how the remainder of the work will be completed for the remaining cost authorization. Documentation of major expenditures shall be submitted with the monthly invoices. Payment will be made on the 4th Tuesday of the month for invoices that are received and reviewed as being acceptable by the second Tuesday of that month.

Section 8. Termination of Agreement for Cause. If, through any cause within Consultant's reasonable control, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this agreement, the City shall thereupon have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 9. Termination for Convenience of City. The City may terminate this agreement at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 10. Modifications. The City may, from time to time, require modifications in the general scope of initial basic services of the Consultant to be performed under this agreement. The type and extent of such services cannot be determined at this time; however, the Consultant agrees to do such work as ordered in writing by the City, and the City agrees to compensate the Consultant for such work accomplished by written amendment to this agreement.





Section 11. Equal Employment Opportunity.

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

B. The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require.

C. The Consultant will make efforts to award subconsultant agreements to Minority and Women-owned business (MBE/WBE). Consultant will document efforts to negotiate contracts with MBE/WBE firms.

Section 12. Interest of Members of City and Others. No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

Section 13. Assignability.

A. The Consultant shall not assign any interest in this agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

B. The Consultant shall not delegate duties or otherwise subcontract work or services under this agreement without the prior written approval by the City.

Section 14. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. The Consultant further covenants that in the performance of this agreement, no person having any such interest shall be employed.

Section 15. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

Section 16. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, electronic files, or other materials prepared under this agreement. Consultant shall provide copies of such work products to the City upon request.

City may make and retain copies of Documents for information and reference in connection with use on the Project by the City. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant and Consultant's subconsultants. The City shall indemnify and hold harmless the Consultant and Consultant's subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

Section 17. Audits and Inspection. Consultant shall provide access for the City and any duly authorized representatives to any books, documents, papers, and records of the Consultant that are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcriptions. Consultant shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

Section 18. Jurisdiction; Choice of Law. Any civil action arising from this agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

Section 19. Non-Waiver. The failure of the City at any time to enforce a provision of this agreement shall in no way constitute a waiver of the provisions, nor in any way affect the

validity of this agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

Section 20. Permits, Laws and Taxes. The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this agreement. All actions taken by the Consultant under this agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this agreement.

Section 21. Relationship of the Parties. The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this agreement and monitor the Consultant's compliance with this agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this agreement.

Section 22. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 23. City Held Harmless.

A. The Consultant shall save, hold harmless, indemnify, and defend the City, its officers, agents and employees from and against any and all damages or liability arising out of the Consultant's wrongful acts or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from Consultant's performance of this agreement and not arising from Consultant's professional services. To this end, Consultant shall maintain general liability insurance in at least the amounts set forth in Section 25A.

B. The Consultant shall save, hold harmless, indemnify, and defend the City, its officers, agents, and employees from and against any and all damages or liability arising out of the Consultant's negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from Consultant's negligent performance of this agreement, including but not limited to Consultant's professional services. To this end, Consultant shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25B.

Section 24. Notification. Any notice under this agreement may be served upon the Consultant or the City by mail at the address provided in Section 1 hereof.

Section 25. Special Conditions. Standard of Performance and Insurance.

A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code.

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of two million dollars (\$2,000,000.00). The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. The Consultant shall obtain and maintain auto liability insurance in the amount of \$1,500,000.00 for the duration of the project.

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

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

CITY OF COEUR D'ALENE

HDR ENGINEERING, INC.

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

\_\_\_\_\_  
Larry Hoffman, Vice President

ATTEST:

ATTEST:

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

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

[illegible]

On this 20<sup>th</sup> day of May, 2008, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

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

On this \_\_\_\_\_ day of May, 2008, before me, a Notary Public, personally appeared **Larry Hoffman**, known to me to be the Vice President, of **HDR Engineering, Inc.**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

**SCOPE OF SERVICES**

**EXHIBIT A**

**CITY OF COEUR D'ALENE WASTEWATER TREATMENT PLANT  
ENGINEERING SERVICES  
FOR  
LOW PHOSPHORUS DEMONSTRATION PILOT FACILITY**

**SCOPE OF SERVICES AND SCHEDULE**

**INTRODUCTION**

The City of Coeur d'Alene is currently preparing to expand and upgrade its wastewater treatment plant in response to growth and new, very stringent effluent phosphorus discharge criteria. The draft NPDES permit requires an effluent limit as low as 50 µg TP/L in the summer months. The draft compliance schedule for the City to achieve this limit is 7 years, with an additional 2 years for process optimization. In the future even lower effluent phosphorus limits may be expected, with reference to the in-stream target of 10 µg/L in use for the Spokane River in Washington. Meeting these challenges requires substantial investment in additional treatment capacity and technology at the Coeur d'Alene Wastewater Treatment Plant. The water chemistry of both the wastewater influent and the Spokane River, specific to Coeur d'Alene, coupled with the Pacific Northwest climate greatly influences the appropriate selection of treatment processes to achieve extremely low effluent phosphorus concentrations. In addition, presently no technology aside from reverse osmosis (RO) has proven effective in reliably producing 10 µg/L effluent total phosphorus. [Note that while the treatment technologies discussed in Coeur d'Alene's wastewater facility planning come at significant cost to the utility, RO is an extremely expensive treatment technology used in production of ultra-pure water for computer chip manufacturing and other uses requiring highly pure water. Water treated by RO is typically supplemented with minerals to make it less corrosive when used for drinking water or other uses with direct human contact. Also, RO presents challenges with the disposal of brine (the concentrated material that is separated from the ultra-pure water). For these reasons, RO was not considered further to meet Coeur d'Alene's low P treatment objectives.]

During the summer of 2006, four different technology vendors were invited to a four week long small scale pilot testing period at the Coeur d'Alene Wastewater Treatment Plant. The primary objective of this testing was to demonstrate the ability of the tested technology to achieve 10 µg/L to 50 µg/L effluent total phosphorus on a monthly average basis.

At least three of the four technologies tested demonstrated effluent TP of less than 50 µg/L, but none achieved less than 10 µg TP/L. Furthermore, all pilots were operated by the vendor's application engineers who were intimately familiar with their technology and the pilots were operated with constant flow conditions and overall favorable

environmental conditions. All four of the tested technologies rely upon chemical addition for phosphorus removal and particle retention.

The Wastewater Facility Plan Amendment for the treatment plant is currently being formulated with several different options for the final selection of secondary and tertiary treatment process type. Many questions remain regarding the full scale performance and reliability under the variability of influent flows and loads. Also, to date no full scale experience from a facility of comparable size exists. Therefore the decision was made to conduct a two year demonstration pilot to investigate three different technologies under variable flows and loads conditions and operated by plant staff. This demonstration testing will deliver valuable information not only with respect to meeting the effluent phosphorus requirement, but also in determining operating strategies, troubleshooting guidelines, plant maintenance requirements, and more accurate information on critical design parameters. Final selection of the process type and treatment plant arrangement will be made based on outcome of both this pilot program and the wastewater facility planning, and will be made in time for design and construction according to the schedule required by the discharge permit.

### ***Primary Objectives***

The overall objectives of this Demonstration Pilot are to provide a platform for operator training, answer questions regarding reliability, assess process impacts from diurnal and seasonal variability in flows and loads, and provide a degree process optimization not available in the small scale pilot in 2006.

### ***Approach***

At the center of this two year demonstration testing program is a 50,000 gpd to 100,000 gpd treatment plants that features the candidate treatment processes remaining from the wastewater facility planning and small scale pilot testing. Equipment selection for the pilot facility will focus on maximizing the pieces of equipment that can be re-used in the permanent, full scale facility. For example, this would include instrumentation, online analytical equipment, composite samplers, and/or chemical feed pumps.

Three demonstration testing units will be operated to investigate performance with the treatment alternatives under consideration in facilities planning:

- Tertiary membrane filter (Alternatives 1 and 3)
- Dual sand filtration (Alternative 2)
- Membrane bioreactor (MBR) (Alternative 3)

A package membrane bioreactor (MBR) system, tertiary membrane filtration system, and a skid mounted two-pass continuous upflow media filtration system (for example, from Blue Water Technologies) will be purchased. If lease pricing becomes available, the City may elect to lease the equipment in lieu of purchase. The MBR could be re-used as a satellite treatment plant for reclaimed water production in the collection system near a park or major water user after completion of the demonstration pilot program. Used for



satellite treatment, the package treatment plant would be supplemented with the necessary auxiliary facilities such as chemical feed systems, additional tanks, instrumentation, disinfection, etc. A demonstration pilot of MBR requires process aeration tanks for the bioreactor portion of the facility. This increases cost over simply operating a tertiary membrane filtration system. Each treatment system will be designed to run fully automated thus simulating the actual day to day operating and maintenance requirements of the future full scale facility.

Two pilot feed pump stations will be required to deliver raw sewage and secondary clarifier effluent to the pilot plant units. Reclaimed water from the pilot units will be disinfected by an ultraviolet light disinfection unit and conveyed to the existing irrigation pump station in Harbor Center. The irrigation pump station pumps irrigation water to the berm on the north, east, and west perimeter of the wastewater treatment plant and the landscaping of Harbor Center.

The pilot treatment plants will be specified to include remote monitoring and control capability and automatic operation. Additional instrumentation will be tied into the pilot only for alarming in the plant's existing SCADA system, such that all key operational parameters can be monitored and adjusted remotely. The SCADA system will be specified to have the ability to log each process variable for troubleshooting.

Once constructed and commissioned, the demonstration pilot will be in operation for two years, including the winter permit season. The facility will be operated by City of Coeur d'Alene staff, including operations trainees and interns, with assistance from HDR staff, during a 2 to 4 month startup period. During the remainder of the first year, full time operations tasks would transition to the Coeur d'Alene Wastewater Treatment Plant staff for the operators to begin to orient themselves with the new treatment technologies. HDR will assist with trouble shooting and process optimization throughout the two year demonstration project.

During the second year, the transition of operation to the wastewater treatment plant staff will be complete and the pilot treatment plants will be operated entirely by wastewater treatment plant staff. Approximately 1 to 2 full time equivalents will be required for the second year operation by the City of Coeur d'Alene wastewater treatment plant operators. With the remote monitoring capability, HDR and vendor staff will be available to assist plant operators in optimizing the processes and with troubleshooting during upset periods. Table 1 through Table 3 outline the demonstration pilot testing phases for each technology and Figure 1 shows a simplified schematic of the demonstration pilot facility.

**Table 1: Tertiary Membrane Filtration Testing Phases**

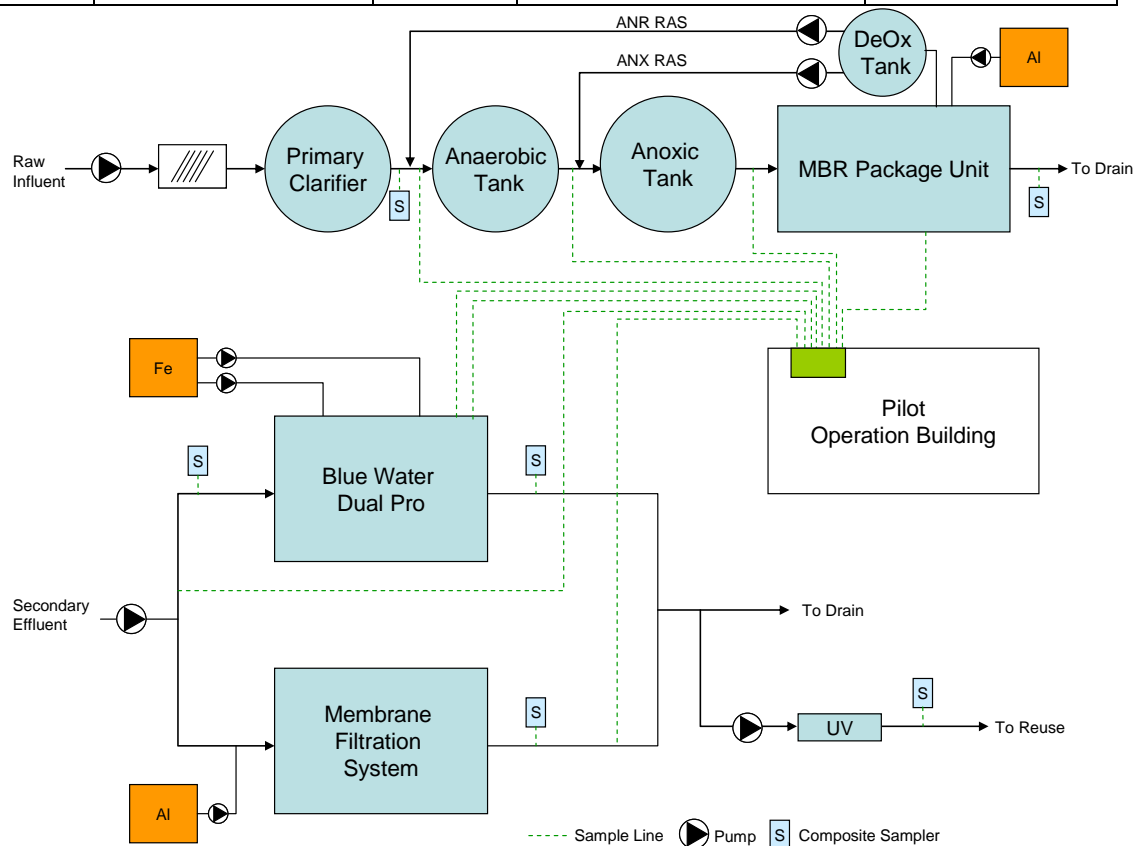
| Phase | Title                                                                                         | Duration                  | Description                                                                                                | Outcome / Benefit                                                                         |
|-------|-----------------------------------------------------------------------------------------------|---------------------------|------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| 1     | Startup                                                                                       | Oct 2008 through Dec 2008 | Startup and shakedown of equipment. Setup and program automation.                                          | Required to get pilots to function smoothly                                               |
| 2     | Normal Operation and Special Testing                                                          | Jan 2009 through Mar 2009 | Continue operation of equipment for familiarity, but reduce routine sampling and analysis to save on cost. | Operators continue to become familiar with process.                                       |
| 3     | Optimization of coagulant dose to achieve 50 µg/L                                             | Apr through Nov 2009      | First summer – change coagulant dose to meet 50 µg/L limit.                                                | Operators become familiar with operational requirements for tertiary membranes.           |
| 4     | Normal Operation and Special Testing                                                          | Oct 2009 through Mar 2010 | Continue operation of equipment for familiarity, but reduce routine sampling and analysis to save on cost. | Operators continue to become familiar with process.                                       |
| 5     | Optimization of coagulant dose to attempt to reduce effluent P to <2 µg/L reactive phosphorus | Apr through Sep 2010      | Second summer – change coagulant dose to reduce effluent P even more.                                      | Results will indicate whether tertiary membranes can be used for potential future limits. |

**Table 2: Continuous Upflow Media Filtration Testing Phases**

| Phase | Title                                                                                         | Duration                  | Description                                                                                                | Outcome / Benefit                                                           |
|-------|-----------------------------------------------------------------------------------------------|---------------------------|------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| 1     | Startup                                                                                       | Oct 2008 through Dec 2008 | Startup and shakedown of equipment. Setup and program automation.                                          | Required to get pilots to function smoothly                                 |
| 2     | Normal Operation and Special Testing                                                          | Jan 2009 through Mar 2009 | Continue operation of equipment for familiarity, but reduce routine sampling and analysis to save on cost. | Operators continue to become familiar with process.                         |
| 3     | Optimization of coagulant dose for <50 µg/L P                                                 | Apr through Nov 2009      | First summer – change coagulant dose to meet 50 µg/L limit.                                                | Operators become familiar with operational requirements for CUMF.           |
| 4     | Normal Operation and Special Testing                                                          | Oct 2009 through Mar 2010 | Continue operation of equipment for familiarity, but reduce routine sampling and analysis to save on cost. | Operators continue to become familiar with process.                         |
| 5     | Optimization of coagulant dose to attempt to reduce effluent P to <2 µg/L reactive phosphorus | Apr through Sep 2010      | Second summer – change coagulant dose to reduce effluent P even more.                                      | Results will indicate whether CUMF can be used for potential future limits. |

Table 3: MBR Testing Phases

| Phase | Title                              | Duration                  | Description                                                                                                   | Outcome / Benefit                            |
|-------|------------------------------------|---------------------------|---------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| 1     | Startup                            | Oct 2008 through Dec 2008 | Startup and shakedown of equipment. Setup and program automation.                                             | Required to get pilots to function smoothly  |
| 2     | Winter testing on Primary Effluent | Jan 2009 through Mar 2009 | Learn how MBR runs for routine operation (not P removal) in winter months and transition to P removal season. | Become more familiar with MBR in off season. |
| 3     | Bio-P testing on Primary Effluent  | Apr 2009 through Nov 2009 | First summer, operate with Bio-P. If necessary, provide supplemental VFA. Base option for Alt 3.              | Test reliability of Bio-P.                   |
| 4     | Winter testing on Primary Effluent | Oct 2009 through Mar 2010 | Learn how MBR runs for routine operation (not P removal) in winter months and transition to P removal season. | Become more familiar with MBR in off season. |
| 5     | Bio-P plus Chem P testing          | Apr 2010 through Sep 2010 | Become familiar with chemical backup during the second year.                                                  | Determine the reliability of Chem P.         |



**Figure 1: Schematic of Low P Demonstration Pilot Facility**

In addition to the vendor supplied package treatment systems, a number of auxiliary components are necessary to provide the necessary capabilities of the demonstration pilot facility. The facility will be designed with the necessary weather proofing that will permit winter operation. Listed below is a summary of all major auxiliary equipment and facilities that are expected for the Low P Demonstration Pilot Facility. This list is subject to change during the final design of equipment procurement and installation contract development. Some equipment will potentially be supplied with package treatment units.

- Auxiliary tanks and treatment units:
  - 10 ft Primary Clarifier
  - 1500 gallon Tank (anaerobic tank for BNR MBR)
  - 2500 gallon Tank (anoxic tank for BNR MBR)
  - 1500 gallon Tank (RAS deoxygenation tank for BNR MBR)
  - 5000 gal Tank (Batch Feed Tank)
  - Secondary Effluent Feed Tank (0.2 MGD)
- Pumps (Flow control via automatic throttling or VFD):
  - Raw Influent Feed Pump (0.2 MGD)
  - Primary Sludge Pump (1.5 gpm)
  - Anoxic RAS Pump (0.5 MGD)
  - Anaerobic Recycle Pump (0.2) MGD)
  - Reuse Transfer Pump (0.1 MGD)
  - 5 Chemical Feed Pumps (0.1 – 2 gal/hr)
- Sampling and Analysis:
  - 5 Refrigerated Flow-Paced Composite Samplers
  - Latchet QuichChem Automated Laboratory Analytical System
  - 3 Hach PHOSPHAX sc Phosphate Analyzer, 0.05-15mg/l
  - One 8 port ChemScan Multiparameter multi sample location analyses system
  - One MLSS Probe
- Pilot Operation Space:
  - 10 ft x 42 ft Insulated Prefabricated Structure (if necessary)
  - 2 sampler storage refrigerators
  - Desk
  - Wall space
  - Lab-Type Counter Space for Sampler Disaggregation
  - Wall space for Latchet, Chemscan, and Hach
  - Bathroom at back of plant
  - PC workstation for SCADA System with Surge Protection

- Phone + broadband connection
- Heat + AC
- City Water
- Power
- Individual power panels for each package system with Power meter (50 Amp – 100 Amp each)
- Security (in addition to existing security fencing and locks of pilot buildings)
  - Pilot area lighting (if needed)
  - Alarm
- Major Chemical Storage (if existing chemical storage is not sufficient):
  - Aluminum Sulfate (delivery in 1 cy totes)----already here----
  - Ferric Chloride (Aluminum Sulfate (delivery in 1 cy totes)
  - Alkalinity Supplement (delivery in 1 cy totes)

### **Operation Staffing**

The City staffing requirements for the demonstration pilot are estimated at 1.5 FTEs on average. The demonstration facility will be designed to run fully automated and operator duties after the startup period will include:

- Membrane clean in place
- Daily monitoring of pilot performance
- Periodic visual inspection of pilot facility
- Sample collection and sample preparation
- Troubleshooting
- Changing out of chemical totes

During the startup period and the first few months of the pilot operating and optimization, HDR will assist plant staff with day to day operation duties and provide operator training with the goal to transition 100 percent of the operation to the plant staff at the end of the first year.

### **Laboratory Staffing**

Due to the nature of demonstration testing, a significant amount of additional analytical work will be necessary. Because the treatment plant laboratory does not have the capacity to process this additional load, a combination of laboratory automation, online water quality monitoring, and the use of a local commercial laboratory services will be employed to meet the demonstration testing needs. Under this plan:

- The pilot laboratory space would be equipped with a semi-automatic flow injection analysis system capable of running multiple analyses (NH<sub>4</sub>, NO<sub>3</sub>,

PO<sub>4</sub>-P, TKN, etc) for up to 90 samples in a single processing run. This will not only provide the laboratory with the ability to process the demonstration testing samples, but also reduce the level of effort to process the routine samples from the treatment plant.

- Installation of a ChemScan UV-6101 process analyzer capable of analyzing multiple parameters with multiple ranges for up to 8 different sample locations. This process analyzer will monitor phosphate, ammonia, nitrate, and pH in the primary effluent, anaerobic zone effluent, anoxic zone effluent, MBR effluent, secondary effluent, CUMF Stage 1 effluent, CUMF Stage 2 Effluent, and membrane filtration effluent.
- Use of local commercial lab to process duplicate and control samples.
- Series 5000 Low Range Phosphate Analyzer will be used for coagulation feed control at each process unit.
- One MLSS probe for MBR MLSS monitoring will be installed to simplify MBR SRT control and reduce the need for MLSS sampling.

Vendor application engineers will assist laboratory staff with the maintenance and calibration of the online analytical equipment. During the second year, sampling and analytical requirements will be revisited in light of the availability of City laboratory staff and a plan will be developed for outside services to maintain and calibrate the on-line analytical equipment.

## **SCOPE OF SERVICES**

### ***Task 100 – Project Management***

#### **Objectives:**

Plan and execute the demonstration pilot testing in accordance with the schedule, budget, and quality expectations established.

#### **HDR Subtasks:**

- Conduct periodic conference calls with City's project manager to review project status and action items.
- Attend quarterly meetings with the City to review status of the planning effort. To extent practical, these will be coordinated with other meetings and workshops.
- Monitor project progress including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, and estimated cost at completion. Manage activities within task budgets.
- Provide quality control review of all work activities and project deliverables.
- Prepare and submit monthly narrative report and invoice.

**City Involvement:**

- Participate in conference calls and meetings
- Review narrative reports and approve invoice
- Review and approve modifications to approach, schedule, and deliverables as appropriate

**Work Products:**

- Opinion of demonstration testing program capital and operating costs.
- Project management plan.
- Consultant safety plan.
- One quality control review per key memorandum or report.
- Memoranda and meeting notes as required.
- Monthly narrative report and invoice.

***Task 200 – Design of Demonstration Pilot***

**Objectives:**

Prepare equipment procurement and installation contract documents for the Low P Demonstration Facility.

**HDR Subtasks:**

- Provide one workshop on available online water quality instrumentation.
- Identify preferences related to online water quality instrumentation and laboratory equipment for establishing minimum technical requirements in equipment prepurchase contract documents.
- Develop pilot testing operating protocol for pilot treatment processes, including membrane bioreactor, tertiary membrane filtration, and 2-stage continuous upflow sand media filters.
- Size ultraviolet light disinfection system for the demand of reclaimed water for the reuse demonstration.
- Provide prepurchase contract documents for City procurement of major equipment. Anticipated equipment prepurchase contract documents may include one of each of the following: microfiltration membrane package, continuous upflow media filtration, and membrane bioreactor. Process and water quality control equipment and chemical feed systems, such as coagulant mixing systems and pH adjustment, will be specified for inclusion by equipment vendors.

- Provide construction contract document for installation of each City-prepurchased equipment package for this demonstration pilot. The sheet list for overall demonstration pilot facility design is shown in Table 4.
- Prepare an opinion of probable construction cost for major equipment prepurchase and installation contracts.

**City Involvement:**

- Review plans and specifications and provide comment with special emphasis on layout and process controls.
- City will manage the contractor and equipment procurement process following the City's procurement rules for public works construction.
- Coordinate and apply for demolition, mechanical, plumbing, building permits, and any other applicable permits from the City Building Official.

**Work Products:**

- Up to three equipment prepurchase contract documents.
- One construction contract document for equipment installation.
- Site drawing to facilitate water, sewer (bathroom), phone, electrical, and SCADA communications tie-in for city permit



**Table 4: Demonstration Pilot Design Possible Sheet List**

|    | Sheet Number | Title                                                                                                                   |
|----|--------------|-------------------------------------------------------------------------------------------------------------------------|
| 1  | Title Sheet  | -                                                                                                                       |
| 2  | G-01         | General Sheet (Abbreviations/ legend etc)                                                                               |
| 3  | G-02         | General Sheet (Abbreviations/ legend etc)                                                                               |
| 4  | G-03         | Process Flow Schematic                                                                                                  |
| 5  | C-02         | Site Plan                                                                                                               |
| 6  | C-03         | Site and Civil Details                                                                                                  |
| 7  | S-01         | Structural Plans and Sections                                                                                           |
| 8  | S-02         | Structural Details                                                                                                      |
| 9  | M-01         | Tertiary Membrane Filtration/Continuous Upflow Media Filtration Pilot Area Plans and Sections                           |
| 10 | M-03         | Tertiary Membrane Filtration/Continuous Upflow Media Filtration Pilot Area Details                                      |
| 11 | M-02         | Membrane Bioreactor Pilot Area Plans and Sections                                                                       |
| 12 | M-04         | Membrane Bioreactor Pilot Area Details                                                                                  |
| 13 | M-10         | Pilot Feed Pumping Plan and Details                                                                                     |
| 14 | M-13         | Reclaimed Water Pumping Plan and Sections                                                                               |
| 15 | I-01         | Instrumentation Legend Sheet                                                                                            |
| 16 | I-02         | Tertiary Membrane Filtration, Ultraviolet Disinfection, and Reclaimed Water Pumping Process and Instrumentation Diagram |
| 17 | I-03         | Continuous Upflow Media Filtration Process and Instrumentation Diagram                                                  |
| 18 | I-04         | Membrane Bioreactor Process and Instrumentation Diagram 1                                                               |
| 19 | I-05         | Membrane Bioreactor Process and Instrumentation Diagram 2                                                               |
| 20 | I-06         | Pilot Feed Pumping Process and Instrumentation Diagram                                                                  |
| 21 | E-01         | Electrical Symbols and Abbreviations                                                                                    |
| 22 | E-01         | Electrical Site Plan                                                                                                    |
| 23 | E-02         | One Line Diagrams                                                                                                       |
| 24 | E-03         | Electrical Details                                                                                                      |
| 25 | E-04         | Electrical Details                                                                                                      |

## ***Task 300 – Pilot Installation and Startup***

### **Objectives:**

Assist with the installation of demonstration pilot testing facilities and operational start-up.

### **HDR Subtasks:**

- Provide technical assistance to City during construction. Technical assistance will include review of materials and procedures shop drawings and intermittent field inspection during construction.
- Three shop drawing submittals per equipment package (12 maximum) will be reviewed by the Engineer.
- One site visit per equipment package (4 maximum) will be conducted for field inspection during construction.
- Targeted duration for testing is 24 months with a variety of operating scenarios (process train option, operation strategies, chemical feed option, etc.) following start-up.

### **City Involvement:**

- Provide access to the site of the demonstration pilot and wastewater treatment plant for diversion of wastewater process flows to the pilot facilities.
- Provide a suitable space for the pilot testing facility.
- Provide electrical power, communications (telephone and data), potable water, bathroom (w/in short distance) and plant process water for testing.
- City will provide an operator(s)-in-training or interns to work with HDR staff for start-up of the Demonstration Testing Facility.
- The City will provide operator(s)-in-training or interns to run the facility during routine operations.
- The City will provide for sample collection and laboratory analysis in either the City laboratory or with an outside contract laboratory, which is assumed to be under direct contract to the City.

### **Work Products:**

- Construction oversight and coordination.
- Engineering services during construction
- Operational assistance during demonstration testing unit startup.

## ***Task 400 – Pilot Operation Assistance***

### **Objectives:**

Provide operation services during demonstration pilot.

### **HDR Subtasks:**

- During the first six weeks (initial start-up), HDR will assist the City staff in operation of the demonstration testing units. Assistance with initial start-up may require commitment of a project engineer for up to 20 hours/week coordinated with a City-hired operator(s)-in-training or student/intern (employed directly by the City).
- During the period of initial start-up, HDR will provide training to plant staff to assist the City's wastewater treatment plant staff with pilot operation.
- For the following 6 months, HDR operations assistance will continue, but reduce to no more than 10 hours/week, while the City-hired operator(s)-in-training or student/intern will remain available full time.
- HDR will assist the City with identification of a qualified student intern.
- HDR will monitor performance of each pilot process weekly via remote SCADA access (this capability will be included in the demonstration facility design and any additional SCADA licenses purchased by the City will be reused in the future full scale facility).
- Setup data management system with controls to filter data for each pilot process.

### **City Involvement:**

City will provide an operator(s)-in-training or interns for at least 2 hours per day to work with HDR staff to operate the Demonstration Testing Facility.

- Pilot operation duties include:
  - Daily inspection of pilot performance
  - Sample collection and analysis
  - Instrumentation calibration
  - Troubleshooting
  - Remote monitoring
  - Weekly performance reviews
  - Pilot optimization
  - Grab sample analysis
- City of Coeur d'Alene wastewater operators will gradually assume full control of the demonstration pilot facilities as the pilot progresses with full time control beginning approximately three months after date initial start-up begins.

- Provide laboratory sampling and testing services per the testing protocol and sampling schedule that establishes the City's laboratory requirements and cost for commercial laboratory.
- Routine sampling and testing will occur on a regular basis and include the parameters listed in the tables below. Note that the tables represent examples to indicate the extent of the analytical effort and assume on-line instrumentation for various parameters. The tables do not distinguish which samples may be run in-house at the City laboratory and which would be sent out to a commercial laboratory. Some of the samples may already be collected as part of the routine sampling schedule already in place and don't have to be duplicated for the demonstration testing program:
  - Table 5. Example MBR sampling protocol
  - Table 6. Example dual sand filtration sampling protocol
  - Table 7. Example tertiary membrane filtration protocol

**Table 5: Example BNR MBR Sampling Schedule\***

| Parameter           | Primary Influent | Primary Effluent | Anaerobic Zone | Anoxic Zone | Aerobic Zone | Membrane Tank | Permeate |
|---------------------|------------------|------------------|----------------|-------------|--------------|---------------|----------|
| Flow                |                  | ONL              |                |             |              |               |          |
| BOD                 | 2                | 4                |                |             |              |               | 2        |
| sBOD                |                  | 4                |                |             |              |               |          |
| COD                 |                  | 2                |                |             |              |               | 2        |
| ffCOD               |                  | 2                |                |             |              |               |          |
| VFA                 |                  | 2                |                |             |              |               |          |
| TSS                 | 2                | 4                |                | 2           |              | ONL           | 2        |
| VSS                 |                  | 2                |                | 2           |              |               |          |
| TKN                 |                  | 5                |                |             |              |               | 5        |
| NH <sub>4</sub> -N  |                  | 5                |                | ONL         | ONL          |               | ONL      |
| NO <sub>3</sub> -N  |                  |                  |                |             |              |               | ONL      |
| PO <sub>4</sub> -P  |                  | 5                | ONL            |             |              |               | ONL      |
| sPO <sub>4</sub> -P |                  | 5                |                | 2           |              |               | 5        |
| sTP                 |                  | 5                |                |             |              |               | 5        |
| TP                  |                  | 5                |                | 2           |              |               | 5        |
| Alkalinity          |                  | 4                |                |             |              |               | ONL      |
| Temperature         |                  |                  |                |             |              |               | ONL      |
| Turbidity           |                  |                  |                |             |              |               | ONL      |
| Particle Count      |                  |                  |                |             |              |               | ONL      |
| DO                  |                  |                  |                |             | ONL          | ONL           |          |
| pH                  |                  |                  |                |             |              |               | ONL      |

\* Numbers represent number of composite samples per week

**Table 5: Example BNR MBR Sampling Schedule\***

| <b>Parameter</b> | <b>Primary Influent</b> | <b>Primary Effluent</b> | <b>Anaerobic Zone</b> | <b>Anoxic Zone</b> | <b>Aerobic Zone</b> | <b>Membrane Tank</b> | <b>Permeate</b> |
|------------------|-------------------------|-------------------------|-----------------------|--------------------|---------------------|----------------------|-----------------|
|------------------|-------------------------|-------------------------|-----------------------|--------------------|---------------------|----------------------|-----------------|

**Table 6: Example Dual Sand Filtration Sampling Schedule\***

| Parameter           | Secondary Effluent | Stage 1 Influent | Stage 2 Influent | Effluent |
|---------------------|--------------------|------------------|------------------|----------|
| Flow                |                    | ONL              | ONL              |          |
| BOD                 | 5                  |                  |                  |          |
| sBOD                | 2                  |                  |                  |          |
| COD                 | 2                  |                  |                  |          |
| ffCOD               | 2                  |                  |                  |          |
| TSS                 | 5                  |                  |                  | 5        |
| VSS                 | 2                  | 2                |                  | 2        |
| TKN                 | 5                  |                  |                  |          |
| NH <sub>4</sub> -N  | 5                  |                  |                  |          |
| NO <sub>3</sub> -N  | 5                  |                  |                  |          |
| PO <sub>4</sub> -P  |                    | ONL              | ONL              | ONL      |
| sPO <sub>4</sub> -P | 5                  |                  |                  | 5        |
| sTP                 | 5                  |                  |                  | 5        |
| TP                  | 5                  |                  |                  | 5        |
| Alkalinity          | ONL                |                  |                  | ONL      |
| Temperature         |                    |                  |                  | ONL      |
| Turbidity           | ONL                | ONL              | ONL              | ONL      |
| DO                  |                    |                  |                  |          |
| pH                  | ONL                | ONL              |                  |          |

\* Numbers represent number of composite samples per week

**Table 7: Example Tertiary Membrane Sampling Schedule\***

| Parameter           | Secondary Effluent | Mixing Tank Effluent | Mixing Tank | Permeate |
|---------------------|--------------------|----------------------|-------------|----------|
| Flow                |                    | ONL                  |             |          |
| BOD                 | 5                  |                      |             |          |
| sBOD                | 2                  |                      |             |          |
| COD                 | 2                  |                      |             |          |
| ffCOD               | 2                  |                      |             |          |
| TSS                 | 5                  |                      |             | 5        |
| VSS                 | 2                  | 2                    |             | 2        |
| TKN                 | 5                  |                      |             |          |
| NH <sub>4</sub> -N  | 5                  |                      |             |          |
| NO <sub>3</sub> -N  | 5                  |                      |             |          |
| PO <sub>4</sub> -P  |                    | ONL                  | ONL         | ONL      |
| sPO <sub>4</sub> -P | 5                  | 5                    |             | 5        |
| sTP                 | 5                  | 5                    |             | 5        |
| TP                  | 5                  | 5                    |             | 5        |
| Alkalinity          | ONL                |                      |             | ONL      |
| Temperature         |                    |                      |             | ONL      |
| Particle Count      |                    |                      |             | ONL      |
| Turbidity           | ONL                |                      |             | ONL      |
| pH                  | ONL                | ONL                  |             | ONL      |

\* Numbers represent number of composite samples per week

### Work Products:

- Operational assistance for the initial (4 months) operation of the demonstration pilot.
- As-requested operations assistance.
- Periodic inspections and troubleshooting.

## ***Task 500 – Specialty Testing***

### **Objectives:**

Understand the impact of different coagulants on each unit process relative to P removal, sludge production, and chemical use; obtain design information for the design of full scale facilities; and understand alternative treatment technologies' ability to attain 10 µg TP/L concentrations, and investigate flow variability and cold water (storm) shock loading.

### **HDR Subtasks:**

- Research alternative coagulants or combination of coagulants for each pilot process and estimate the sludge production for each coagulant combination.
- Perform oxygen uptake tests on the MBR process.
- Test the use of ozone or other oxidants to break down non-reactive phosphorus. This technology may also be tested for the destruction of complex molecules [e.g., pharmaceuticals and personal care products (PPCPs)], but budget has only been allocated for testing of non-reactive phosphorus and not PPCPs.
- Unspecified tests. Budget has not been allocated to conduct studies that may be identified through the course of the low P demonstration project.

### **City Involvement:**

- City may choose to conduct additional tests in collaboration with the Water Environment Research Foundation (WERF) Nutrient Challenge research project, equipment manufacturers, and/or academic institutions.
- Participate in operating online instrumentation. This is especially important for phosphate monitoring. Analyzers are critical for the operators' control of chemical feed for operation of the future full scale facility.
- Provide feedback to HDR on additional testing that the City is interested in performing.

### **Work Products:**

- Low P Specialty Testing Technical Memorandum.



## ***Task 600 – Training Workshops***

### **Objectives:**

Provide training workshops with City wastewater operations and maintenance staff to convey information regarding the demonstration pilot.

### **HDR Subtasks:**

- Prepare a survey for operators and address questions regarding process, instrumentation, control strategies, process troubleshooting, and other miscellaneous issues of interest to the operators.
- Facilitate training by participating equipment vendors.
- Organize and lead demonstration pilot workshops. Four major workshops are planned for this task
  - Workshop No. 1 Conceptual Piloting
  - Workshop No. 2 Pilot Study Initiation
  - Workshop No. 3 Mid-Pilot Study Workshop
  - Workshop No. 4 Piloting Results Workshop

### **City involvement:**

- Attend and participate in workshops.
- Provide questions and comments to HDR process engineer(s) and operations specialists.

### **Work Products:**

- Conduct four demonstration pilot workshops.

## ***Task 700 – Pilot Evaluation and Report***

### **Objectives:**

Provide a report on the results of the Demonstration Pilot.

### **HDR Subtasks:**

- Summarize testing results for each process train, including effluent performance, hydraulic loading, and other design criteria.
- Assess the impact of flow and loads variability by plotting the effluent performance against daily and weekly time steps.
- Prepare a draft Low P Demonstration Testing Report summarizing the comparison of MBR, tertiary membrane filtration, and 2-stage continuous upflow media filter treatment technology.
- Address City of Coeur d'Alene comments on the draft Low P Demonstration Testing Report.
- Finalize the Low P Demonstration Testing Report.

### **City involvement:**

- Provide electronic transmittal of all laboratory monitoring data from City laboratory and outside contract service in electronic format to facilitate data analysis.
- Provide comments on draft Low P Demonstration Testing Report.
- Comment on draft Low P Demonstration Testing Report prior to submittal to IDEQ and EPA.

### **Work Products:**

- Pilot plant performance data analysis and interpretation in the form of Low P Demonstration Testing Report, draft review copy and final Low P Demonstration Testing Report.
- Low P Demonstration Testing Report to IDEQ and EPA (draft and final).

***Task 800 – Reclaimed Water Use Demonstration***

Use the low phosphorus demonstration pilot filtration technology and add supplemental disinfection for reclaimed water to meet the Idaho rules for Class A reclaimed water.

**HDR Subtasks:**

- Prepare a water reclamation and reuse permit application to the Idaho Department of Environmental Quality (DEQ) including a Preliminary Technical Report.
- Submit Class A Reclaimed Water Distribution and Distribution Demonstration Improvements to DEQ for review and approval.
- Review and complete the Plan of Operation checklist from the Guidance for the Reclamation and Reuse of Municipal and Industrial Wastewater.
- Develop an outline for the Plan of Operation and submit draft outline for Plan of Operation to DEQ prior to developing content.
- Develop the content for the Plan of Operation. Specific items that may be required by DEQ to be developed include:
  - \* General Plant Description
  - \* Operation and Management Responsibility
  - \* Permits and Standards
  - \* Description, Operation, and Control of Unit Operations
  - \* Hydraulic Loading Rate
  - \* Constituent Loading Rates
  - \* Compliance Activities
  - \* Seepage Rate Testing (if applicable)
  - \* Site Management Plan
  - \* Soil Monitoring
  - \* Site Operations and Maintenance
  - \* Laboratory Testing
  - \* Maintenance
  - \* Records and Reports
  - \* Emergency Operating Plan and Reporting Protocol

- Some elements of the Plan of Operation checklist may not be required for operation of a Class A reclaimed water system.

### City Involvement:

- Provide comments on draft document submittals.
- Obtain permits for construction from applicable entities.
- Review Reclaimed Water Engineering Report and Permit Application.
- Review Class A Reclaimed Water Disinfection and Distribution Demonstration Improvements contract documents.
- Solicit bids from contractors for Class A Reclaimed Water Disinfection and Distribution Demonstration Improvements.
- Sign Permit Application prior to submittal to DEQ.
- Have appropriate certifications for appropriate Responsible In-charge Operators)

### Work Products:

- Draft Plan of Operation (electronic pdf format)
- Final Plan of Operation (4 hard copies and electronic pdf).
- Draft Reclaimed Water Engineering Report (electronic pdf format).
- Final Reclaimed Water Engineering Report (4 hard copies and electronic pdf).

## SCHEDULE

Based on an anticipated Notice to Proceed date of May 23, 2008 the project schedule is shown in Table 8.

**Table 8: Anticipated Project Schedule**

| Task | Description                                    | Schedule                             |
|------|------------------------------------------------|--------------------------------------|
| 100  | Project Management                             | May 23, 2008 – December 31, 2010     |
| 100  | Identify prospective students for internship   | May 23, 2008 – June 30, 2008         |
| 200  | Major Equipment Prepurchase Contract Documents | May 23, 2008 – June 30, 2008         |
| 200  | Installation Contract Documents                | June 15, 2008 – July 31, 2008        |
| 300  | Pilot Installation                             | July 31, 2008 – October 1, 2008      |
| 300  | Startup                                        | October 1, 2008 – December 31, 2008  |
| 400  | Pilot Operation Assistance                     | October 1, 2008 – September 30, 2010 |

|     |                                   |                                         |
|-----|-----------------------------------|-----------------------------------------|
| 500 | Specialty Testing                 | January 1, 2009 –<br>September 30, 2010 |
| 600 | Training Workshops                | Spring/Fall Annually                    |
| 700 | Pilot Evaluation and Report       | December 31, 2010                       |
| 800 | Reclaimed Water Use Demonstration | July 15, 2008 – October 1,<br>2010      |

Schedule is based upon an assumed notice to proceed. If the notice to proceed is delayed, the project schedule will shift the corresponding number of calendar days.

## OVERALL ESTIMATED PROJECT COST SUMMARY

The overall estimated project cost for each of the major components to the Low P Demonstration Testing Facility are:

|                                         |                    |
|-----------------------------------------|--------------------|
| Membrane Operating System (50k gpd)     | \$297,000          |
| Blue Water Pro 2 (50k gpd)              | \$200,000          |
| MBR (50k gpd) Membrane Operating System | \$318,000          |
| MBR Process Tankage                     | \$190,000          |
| UV Disinfection                         | \$120,000          |
| Specialty Instrumentation               | \$200,000          |
| Installation                            | \$500,000          |
| Engineering                             | \$547,000          |
| Outside Lab Contracting                 | \$150,000          |
| Chemical Costs                          | \$40,000           |
| City Operations Budget                  | \$220,000          |
| <b>TOTAL</b>                            | <b>\$2,782,000</b> |

## COMPENSATION

For services described in this Agreement, payment shall be made on a Cost Plus Fixed Fee basis.

The City shall pay Consultant's direct expenses incurred in providing services, including the cost of subconsultants. Consultant shall not mark up Consultant's expenses. Normal charges for direct operating expenses are listed below:

- automobile travel: \$0.505
- technology charge \$3.70/hour
- long-distance telephone at direct cost
- Fed-Ex, UPS, postage at direct cost
- outside printing at direct cost

The City's total consideration, including fixed fee and expenses, shall not exceed \$547,000 without an amendment which significantly changes the services to be provided. An estimated task-by-task breakdown of project costs is attached.

Consultant shall invoice City monthly for Consultant's services. Invoices shall itemize costs incurred for each task identified in the scope of work. A short summary project status memorandum will be provided with each invoice.

## COMPENSATION SCHEDULE

## EXHIBIT B

**CITY OF COEUR D'ALENE WASTEWATER TREATMENT PLANT  
ENGINEERING SERVICES  
FOR  
LOW PHOSPHORUS DEMONSTRATION PILOT**

## | Compensation Schedule

| Task No./Task Name                         | Direct Labor     | Indirect Labor Overhead | Direct Costs    | Subconsultant   | Professional Fee | Total            |
|--------------------------------------------|------------------|-------------------------|-----------------|-----------------|------------------|------------------|
| Task 100 Project Management                | \$32,021         | \$56,036                | \$10,139        | \$0             | \$9,686          | \$107,882        |
| Task 200 Design of Demonstration Facility  | \$30,744         | \$53,802                | \$5,171         | \$36,590        | \$9,300          | \$135,607        |
| Task 300 Pilot Installation and Startup    | \$6,774          | \$11,854                | \$5,555         | \$15,246        | \$2,049          | \$41,478         |
| Task 400 Pilot Operation Assistance        | \$26,532         | \$46,431                | \$28,534        | \$0             | \$8,026          | \$109,523        |
| Task 500 Specialty Testing                 | \$4,380          | \$7,665                 | \$803           | \$9,240         | \$1,325          | \$23,413         |
| Task 600 Training Workshops                | \$5,295          | \$9,266                 | \$2,437         | \$0             | \$1,602          | \$18,600         |
| Task 700 Pilot Evaluation and Report       | \$19,302         | \$33,778                | \$5,917         | \$0             | \$5,839          | \$64,835         |
| Task 800 Reclaimed Water Use Demonstration | \$14,356         | \$25,124                | \$1,436         | \$0             | \$4,343          | \$45,259         |
| <b>Total</b>                               | <b>\$139,403</b> | <b>\$243,956</b>        | <b>\$59,991</b> | <b>\$61,076</b> | <b>\$42,170</b>  | <b>\$546,597</b> |

## **PUBLIC WORKS STAFF REPORT**

**DATE:** May 12, 2008  
**FROM:** Jon Ingalls, Deputy City Administrator

**SUBJECT: REVISION TO SIDEWALK POLICY**

---

### **DECISION POINT:**

In light of information presented and discussed at the April 14 and April 21, 2008 workshops on sidewalks, would the City Council wish to change our policy on sidewalk repairs?

### **HISTORY:**

By Resolution 06-010, the City Council has adopted a goal of bringing city sidewalks into compliance with Americans With Disability Act (ADA). In accordance with Idaho Code 50-316 and Municipal Code 12.20, the homeowners are responsible for the repair and maintenance of the sidewalks abutting their property. If the homeowner fails to maintain the sidewalk, they may be liable for injuries occurring on the sidewalk. Last year, the City Council adopted a policy for the sidewalk repairs to be phased with Street Overlay, with repairs to be completed and funded by individual homeowners abutting the overlay area.

Subsequent to the adoption of that policy, the City has received much citizen feedback asking for the City to fund and/or manage the sidewalk repairs. In June of 2007, 182 notices were sent out, and as of April 21, 2008 only 17 sidewalk repairs have been completed. The City Council has engaged in two workshops and examined the options pertaining to a range of sidewalk repair alternatives.

### **FINANCIAL ANALYSIS:**

The fully loaded cost is estimated to be \$200,000/year and this will produce approximately 5,000 lineal feet of sidewalk repairs per year. There are a number of "hybrid" alternatives possible. Five primary sidewalk repair alternatives were examined as follows:

1. Work Performed By City Employees – Billed to Homeowners
2. LID Formed – Work Designed and Contracted Out & Managed By the City
3. Homeowners Continue to Manage Individually with Assistance
4. Change Ordinance – Work Done In House – Cost Borne By City
5. Create an ADA Hazard Abatement Account – Work Done By City Employees

Alternative number 5 was determined in workshops to provide the lowest cost and best value. An account would fund repairs for non-compliant sidewalks and associated tree work. This program would be linked to inflation (account to start at \$200,000) to ensure approximately 5,000 lineal feet are repaired annually. An ADA Hazard Abatement Account could be created with the use of foregone taxes, so that revenue would not be taken away from established priorities. If so, the impact of this cost would add \$0.05/\$1,000 of net assessed valuation. This equates to \$10/year for a home with a net valuation of \$200,000. At the April 21, 2008 workshop the City considered addressing non-compliant sidewalks in other areas or needing repairs not timed with overlay to remain the responsibility of the abutting homeowner. However, this is believed to be problematic. Work for all sidewalks other than those triggered by development would be funded out of the ADA Hazard Abatement Account and accomplished by the Street Maintenance Department with some field support from the Parks Department along with some contracted tree services. The City would also continue to market low to moderate



income homeowners to tap Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds for sidewalk repairs.

### **PERFORMANCE ANALYSIS:**

The “Create an ADA Hazard Abatement Account – Work Done In House” alternative appears to offer the greatest benefits at a low cost:

#### **Pros:**

- Less burden on homeowner to perform/manage the work
- High confidence that work will be done to City standard
- Work would be done in a timely manner
- Would eliminate surveys, inspections, admin., lien costs, etc. (over 1 FTE of effort)
- Would not need to send deficiency notices
- Using foregoes, would fund repairs without competing with other established priorities
- Low cost alternative – low overhead, no profit, little administration and inspection costs, etc.
- Fairness - sidewalks are a community asset from which the entire community benefits
- In-house accomplishment estimated to be the least costly alternative
- Staffing in-house complements Street Department personnel staffing deficiencies

#### **Cons:**

- Requires taking foregone taxes or having to accept degradation to core city services
- May be viewed as being in competition with private industry
- Some citizens without abutting sidewalks may consider this alternative unfair

Why do the work with city employees? Currently, our Street Maintenance Department is constructing new pedestrian ramps coincident with street overlays. They are easy to see with the required yellow “truncated dome” warning mats to assist those visually challenged. What we have learned is that every corner in town is unique and each ramp must be field fit or adjusted. This makes contracting these out difficult because the City would need to develop a unique design for each corner, requiring hundreds of hours of design, project management, and field inspection effort. Instead, City staff have been trained and are knowledgeable in ADA requirements and are qualified to make adjustments in the field with a minimum of engineering guidance. We anticipate the sidewalk repairs will pose the same challenges with frequent field fitting necessary, especially where tree and sidewalk conflicts exist. Another significant reason to perform the work in house is that our Street Maintenance Department is currently short personnel. Their most noticeable time this shortage is apparent is in winter. While strategic planning and prioritization has identified the need for more street maintenance people, budget limitations have limited hiring additional people. So, the same two additional people hired to support the pedestrian ramps and sidewalk repair program in the summer and fall would also enable the Street Maintenance Department to meet their peak workload in the winter. Phase-in of this program by City staff could be phased in starting in spring 2009.

The City Council may wish to consider an incentive program to afford a homeowner partial reimbursement if they wish to complete sidewalk repairs at their expense ahead of when they would have been anticipated to be repaired by priorities established by the ADA Hazard Abatement program. Procedures could be established for homeowners to make application for partial reimbursement for these repairs.

**DECISION POINT/RECOMMENDATION:**

It is recommended that the City Council:

- Change our policy on sidewalk repairs as outlined above in Alternative number 5 as described in the attached policy statement.
- Authorize an account be created from foregone taxes so that repair costs not defer from established priorities/services.
- Direct staff to review all related sidewalk ordinances to ensure they are consistent with the attached policy.
- Authorize the City to appropriately reimburse citizens for any sidewalk repairs completed in response to a City letter notification.
- Direct staff to create a policy and procedures to support an incentive program affording a homeowner the option of partial reimbursement if they wish to complete sidewalk repairs at their expense ahead of when they would have been anticipated to be repaired by priorities established by the ADA Hazard Abatement program.
- Direct staff to advise LCDC that this initiative is a high priority and seek funding from all appropriate sources and look for partner opportunities (grants, HUD, federal funding, etc.).

Attachment: Sidewalk Policy Statement (Revised)

**\*\*\*\*\* DRAFT \*\*\*\*\***

**SIDEWALK & CURB RAMP – ACCESSIBILITY POLICY (REVISED)**

**BACKGROUND:** In response to the Americans With Disability Act (ADA), the City of Coeur d’Alene is under a mandate to provide accessible pedestrian routes within the City. Surveys of the city’s sidewalk system reveal many sidewalks that are either in a deteriorated condition or out of compliance with ADA standards. Safe and accessible sidewalks not only enable the city to meet ADA mandates, but they provide a community benefit to all citizens. The following sidewalk action plan is designed to attain ADA compliance and provide safe pedestrian travel:

1. ADA Hazard Abatement Account - Work for all sidewalks other than those triggered by development and LIDs (street reconstructions) would be funded out of the ADA Hazard Abatement Account and accomplished by the Street Maintenance Department with some field support from the Parks Department along with some contracted tree services. This account would increase annually based upon an inflation factor (account to start at \$200,000).
2. Curb ramps – In conjunction with sidewalk improvements, the City will include the installation/repair of curb ramps. Since sidewalks and curb ramps provide a benefit to the entire community, they have been funded out of the City’s General Fund.
3. Development projects - per ordinance 12.28.210 (C), sidewalk repairs and improvements will be required as triggered by a building permit greater than \$15,000 (or current permit trigger value if \$15,000 is increased by ordinance). Funding and execution of these improvements and repairs remains the responsibility of the abutting property owner. Similarly, sidewalks for new subdivisions will continue to be the responsibility of the developer.
4. Prioritization – the City will gather citizen input such as through the Ped/Bike Committee or other similar voice to help establish a systematic prioritization that ensures an effective compliance schedule and the greatest return on resource expenditure. Currently, City policy is to prioritize ADA accessibility to those streets being overlaid. Going forward, this policy change would prioritize ADA accessibility work in a geographic area first focused on civic areas, then commercial areas, followed by residential.

The following policy clearly states the City’s method of accessibility compliance for public rights-of-way.

**POLICY  
ACCESSIBILITY FOR PUBLIC RIGHTS-OF-WAY**

**SIDEWALKS/CURB RAMPS:** ADA Hazard Abatement Account – sidewalk repair and curb ramp installation, other than those triggered by building permit and subdivision ordinances, shall be funded out an ADA Hazard Abatement Account and accomplished by the Street Maintenance Department with some field support from the Parks Department along with some contracted tree services. Non-compliant driveway approaches will remain the responsibility of the abutting property owner. Mitigation will be addressed when triggered by building permit or subdivision

ordinances. This account would be increased annual based upon inflation. This work shall be prioritized by geographic area, first focused on civic areas, then commercial areas, followed by residential.

**WATER, SEWER, AND STORMWATER INSTALLATIONS:** Whenever a street alteration (generally work greater than one block of curb to curb street removal/replacement) occurs due to the replacement of a water line, sewer line, or stormwater line as a result of a City utility project, the Utility shall install curb ramps along the route of the pipeline and bring abutting sidewalks into ADA compliance.

**SPECIAL REQUESTS AND SIDEWALK COMPLAINTS:** Requests for installation of curb ramps, outside of the current work area, will be evaluated on a case by case basis. The City may install curb ramps in response to a special request from a citizen with a demonstrated need and evaluation by the City's ADA Compliance Officer. Complaints received regarding non-complaint sidewalks will be addressed in accordance with City Code. The adjacent property owners are responsible to mitigate any non-compliant sidewalks.

**LOCAL IMPROVEMENT DISTRICT (LID)/STREET RECONSTRUCTION.** When considered as an integral part of a Local Improvement District or street reconstruction project, sidewalk improvements shall remain the responsibility of the abutting property owner and included in the LID costs.

**INCENTIVE PROGRAM.** The City has created this incentive to afford a homeowner partial reimbursement if they wish to complete sidewalk repairs at their expense ahead of when they would have been anticipated to be repaired by priorities established by the ADA Hazard Abatement program. Procedures are established as follows:

- First-come, first-served basis based on annual budget appropriation.
- Must be approved prior to work being done and inspected by the City's Engineering Services Department.
- Cost of eligible sidewalk improvements (up to annual established maximum lineal foot limit), no more than \$500 per property includes payment of encroachment fee.

OTHER BUSINESS

CITY OF COEUR D'ALENE, IDAHO  
GENERAL OBLIGATION BOND, 2008

\$573,941

COUNCIL BILL NO. 08-1009  
ORDINANCE NO. \_\_\_\_

AN ORDINANCE of the City of Coeur d'Alene, Idaho, authorizing the issuance and sale of a general obligation bond of the City in the aggregate principal amount of \$573,941 to provide funds to pay a portion of the cost of the renovation of a City fire station and to pay costs of issuance of such bond; providing the date, form, terms and maturities of the bond; providing for the annual levy of taxes to pay the principal of and interest on the bond; and authorizing the sale of the bond.

Approved on May 20, 2008

Prepared By:

K&L PRESTON GATES ELLIS LLP  
Coeur d'Alene, Idaho and Spokane, Washington

CITY OF COEUR D'ALENE  
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COUNCIL BILL NO. \_\_\_\_  
ORDINANCE NO. \_\_\_\_

AN ORDINANCE of the City of Coeur d'Alene, Idaho, authorizing the issuance and sale of a general obligation bond of the City in the aggregate principal amount of \$573,941 to provide funds to pay a portion of the cost of the renovation of a City fire station and to pay costs of issuance of such bond; providing the date, form, terms and maturities of the bond; providing for the annual levy of taxes to pay the principal of and interest on the bond; and authorizing the sale of the bond.

WHEREAS, the City Council of the City of Coeur d'Alene, Idaho (the "City"), has determined that it is in the best interest of the City to renovate Fire Station No. 1 (the "Project"); and

WHEREAS, the electors of the City approved the issuance of up to \$10,043,941 in general obligation bonds at an election duly and properly conducted by the City of February 1, 2005; and

WHEREAS, the City Council authorized the issuance of \$9,470,000 in general obligation bonds by Ordinance No. 3261, adopted on July 18, 2006, including \$6,470,000 for public safety improvements, leaving \$573,941 in authorized, but unissued general obligation bonds; and

WHEREAS, to provide a portion of the funds necessary to pay for the Project, it is deemed necessary and advisable that the City now issue its general obligation bond in the aggregate principal amount of \$573,941 (the "Bond"); and

WHEREAS, \_\_\_\_\_ (the "Bank") has offered to purchase the Bond on the terms and conditions set forth in such offer and in this ordinance; and

WHEREAS, it appears to the Council that it is in the best interests of the City that the Bond be sold to the Bank on the terms set forth in its purchase offer and in this ordinance;



NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO, DO ORDAIN, as follows:

Section 1.     Definitions. As used in this ordinance, the following words shall have the following meanings, unless a different meaning clearly appears from the context:

“*Bank*” means \_\_\_\_\_.

“*Bond Fund*” means the “City of Coeur d’Alene General Obligation Bond Funding and Refunding Bond Fund” established pursuant to Section 9 of Ordinance No. 3261 and referred to in Section 9 hereof.

“*Bond Register*” means the registration records for the Bond maintained by the Bond Registrar.

“*Bond Registrar*” means the City Treasurer, whose duties include registering and authenticating the Bond, maintaining the Bond Register, transferring ownership of the Bond, and paying the principal of and interest on the Bond.

“*Bond*” means the \$573,941 aggregate principal amount of City of Coeur d’Alene, Idaho, General Obligation Bond, 2008, issued pursuant to this ordinance.

“*City*” means the City of Coeur d’Alene, Idaho, a municipal corporation duly organized and existing under the laws of the State of Idaho.

“*City Clerk*” means the duly qualified, appointed and acting City Clerk of the City or any other officer who succeeds to the duties now delegated to that office.

“*Code*” means the Internal Revenue Code of 1986, as amended, together with corresponding and applicable final, temporary or proposed regulations and revenue rulings issued or amended with respect thereto by the United States Treasury Department or the Internal Revenue Service, to the extent applicable to the Bond.

“*Council*” means the duly constituted City Council as the general legislative authority of the City.

“*Project*” means the renovation of Fire District No. 1 of the City.

“*Project Fund*” means the Project Fund created pursuant to Section 13 hereof and into which the Bond proceeds shall be deposited and spent to pay costs of the Project.

“*Treasurer*” means the duly qualified, appointed and acting Treasurer of the City or any other officer who succeeds to the duties now delegated to that office.

Section 2. Findings. The Council has heretofore approved a certain public safety improvements, including the renovation of Fire Station No. 1 of the City. The cost of the Project is estimated to be \$\_\_\_\_\_, and a portion of the cost shall be provided from the proceeds of the sale of the Bond.

Section 3. Purpose, Authorization and Description of Bond. For the purposes of paying a portion of the costs of the Project and paying costs of issuing the Bond, the City shall issue and sell the Bond in the principal amount of \$573,941. The Bond shall be designated the “City of Coeur d’Alene, Idaho, General Obligation Bond, 2008”; shall be dated as of the date of their delivery to the Bank, shall be fully registered as to both principal and interest, issued as a single bond payable as to both principal and interest commencing on September 1, 2008, and semiannually thereafter on the first days of September and March. Interest on the Bond shall be calculated based on a 360-day year of twelve 30-day months. The Bond shall bear interest at the rate of \_\_\_\_%. Payments will be made on the schedule attached to this ordinance as Exhibit “A” and incorporated herein by this reference.

Section 4.     Registration, Exchange and Payments.

(a)     *Registration.* The City hereby appoints the Treasurer to act as the Bond Registrar. The duties of the Bond Registrar hereunder shall be limited to authenticating the Bond and to remitting money made available by the City in the Bond Fund to the Bank on the maturity date of the Bond. The Bond shall not be transferable, except in whole to a financial institution situated in the State of Idaho.

(b)     *Registration Covenant.* The City covenants that, until the Bond has been surrendered and canceled, it will maintain a system for recording the ownership of the Bond that complies with the provisions of Section 149 of the Code.

(c)     *Place and Medium of Payment.* Both principal of and interest on the Bond shall be payment in lawful money of the United States of America. Payment of principal of and interest on the Bond shall be paid by electronic transfer or by check mailed to the Bank.

Section 5.     No Prepayment. The Bond may not be prepaid prior to its scheduled maturity.

Section 6.     Lost or Destroyed Bond. If the Bond is lost, stolen or destroyed, the Bond Registrar may authenticate and deliver a new Bond of like tenor to the Bank upon the owner paying the expenses and charges of the Bond Registrar and the City in connection with preparation and authentication of the replacement Bond.

Section 7.     Execution of Bond. The Bond shall be executed on behalf of the City with the manual or facsimile signature of the Mayor, countersigned by manual or facsimile signature of the City Treasurer, with both signatures attested by the manual or facsimile signature of the City Clerk, and shall have the seal of the City impressed or imprinted thereon. In case any of the officers who have signed or attested the Bond cease to be such officer before such Bond has been

actually issued and delivered, such Bond shall be valid nevertheless and may be issued by the City with the same effect as though the persons who had signed or attested such Bond had not ceased to be such officers, and any Bond may be signed or attested on behalf of the City by officers who at the date of actual execution of such Bond are the proper officers, although at the nominal date of execution of such Bond such officer was not an officer of the City.

Only a bond that bears a Certificate of Authentication in the form set forth in Section 8, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bond so authenticated have been duly executed, authenticated and delivered and are entitled to the benefits of this ordinance.

Section 8.     Form of Bond. The Bond shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. \_\_\_\_

\$573,941

STATE OF IDAHO

CITY OF COEUR D'ALENE

GENERAL OBLIGATION BOND, 2008

INTEREST RATE: \_\_\_\_%     MATURITY DATE: \_\_\_\_\_

REGISTERED OWNER: \_\_\_\_\_

PRINCIPAL AMOUNT:     FIVE HUNDRED SEVENTY THREE THOUSAND NINE HUNDRED FORTY ONE DOLLARS and no/100.

The City of Coeur d'Alene, Idaho, a municipal corporation organized and existing under and by virtue of the laws and Constitution of the State of Idaho, (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount indicated above and to pay interest from the date hereof, or the most recent date to which interest has been paid or duly provided for until payment of this bond at the Interest Rate

set forth above, payable on September 1, 2008, and semiannually thereafter on the first days of each succeeding March and September.

Both principal of and interest on this bond is payable in lawful money of the United States of America. Principal and interest on this bond shall be paid by check or draft mailed to the Registered Owner at the address appearing on the Bond Register on the fifteenth day of the month preceding the payment date.

This bond is a general obligation bond, in the principal amount of \$573,941 (the "Bond"), and is issued pursuant to and in full compliance with the laws of the State of Idaho, particularly Idaho Code Title 57, Chapter 2 and Idaho Code Section 50-1019(5), and also pursuant to the legal authorization of a special election duly noticed, held and conducted within said City on February 1, 2005, and further pursuant to of Ordinance No. \_\_\_\_ (the "Bond Ordinance") passed by the City Council on May 20, 2008, to provide funds to pay a portion of the cost of the renovation of City Fire Station No. 1 and to pay costs of issuance of the Bond. Capitalized terms used in this bond and not otherwise defined shall have the meanings given them in the Bond Ordinance.

The Bond is not subject to prepayment prior to its scheduled maturity.

The City has designated the Bond as a qualified tax-exempt obligation for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

The full faith, credit and resources of the City are pledged for the punctual and full payments of the principal of and interest on this Bond. This Bond is payable from *ad valorem* taxes levied and to be levied upon all taxable property within the City without limitation as to rate or amount.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication has been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Idaho and ordinances of the City to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this bond and the Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

The City has caused this bond to be executed by the manual or facsimile signature of the Mayor, countersigned by the manual or facsimile signature of the City Treasurer, with both signatures attested by the manual or facsimile signature of the City Clerk, and has caused the seal of the City to be impressed or imprinted on this bond, as of this \_\_\_\_ day of \_\_\_\_\_, 2008.

CITY OF COEUR D'ALENE, IDAHO

By \_\_\_\_\_/s/\_\_\_\_\_  
Mayor

By \_\_\_\_\_/s/\_\_\_\_\_  
Treasurer

ATTEST:

\_\_\_\_\_/s/\_\_\_\_\_  
City Clerk

#### CERTIFICATE OF AUTHENTICATION

This is the General Obligation Bond, 2008, of the City, dated \_\_\_\_\_, 2008, described in the Bond Ordinance and is duly registered pursuant to Idaho Code.

CITY OF COEUR D'ALENE, IDAHO,  
CITY TREASURER as Bond Registrar

By \_\_\_\_\_

Section 9.     Bond Fund. There was created in Ordinance No. 3261 in the office of the Treasurer a special fund to be drawn upon for the sole purpose of paying the principal of and interest on general obligation bonds, including the Bond to be known as the "General Obligation Bond Funding and Refunding Bond Fund" (the "Bond Fund"). The taxes hereafter levied for the purpose of paying principal of and interest on the Bond and other funds to be used to pay the Bond shall be deposited in the Bond Fund no later than the date such funds are required for the payment of principal of and interest on the Bond. Money in the Bond Fund not needed to pay the interest or principal next coming due may temporarily be deposited in such institutions or

invested in such obligations as may be lawful for the investment of City funds. Any interest or profit from the investment of such money shall be deposited in the Bond Fund.

Section 10. Pledge of Taxes and Credit. The City hereby irrevocably covenants that, unless the principal of and interest on the Bond is paid from other sources, it will make annual levies of taxes without limitation as to rate or amount upon all of the property in the City subject to taxation in amounts sufficient to pay such principal and interest as the same shall become due and will pay the same into the Bond Fund. The full faith, credit and resources of the City is hereby irrevocably pledged for the annual levy and collection of such taxes and for the prompt payment of such principal and interest.

Section 11. Tax Covenants; Special Designation. The City hereby covenants that it will not make any use of the proceeds of sale of the Bond or any other funds of the City that may be deemed to be proceeds of the Bond pursuant to Section 148 of the federal Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder, that will cause the Bond to be “arbitrage bond” within the meaning of said section and said regulations. The City will comply with the requirements of Section 148 of the Internal Revenue Code of 1986, as amended (or any successor provision thereof applicable to the Bond), and the applicable regulations thereunder throughout the term of the Bond.

The City further covenants that it will not take any action or permit any action to be taken that would cause the Bond to constitute a “private activity bond” under Section 141 of the federal Internal Revenue Code of 1986, as amended.

The City hereby designates the Bond as a “qualified tax-exempt obligations” for purposes of Section 265(b)(3)(B) of the Code. The City does not expect to issue more than \$10,000,000 of “qualified tax-exempt obligations” during 2008.

Section 12. Project Fund; Application of Bond Proceeds. There is hereby authorized to be created in the office of the Treasurer a special fund of the City known as the 2008 Project Fund (the "Project Fund"). Proceeds of the Bond (except for the accrued interest, which shall be deposited into the Bond Fund) shall be deposited into the Project Fund and used to pay costs of the Project and costs of issuance of the Bond. Money in the Project Fund shall be invested as directed by the Treasurer in legal investments for City funds.

Section 13. Sale of the Bond. The Council finds that the offer of the bank dated May \_\_\_\_, 2008, which has been distributed to the Council is reasonable and that it is in the best interest of the City that the Bond be sold to the Bank on the terms set forth in that offer letter and in this ordinance. The City accepts the offer of the Bank.

Section 14. Ongoing Disclosure. The Bond is not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bond. The City will, however, provide copies of its annual financial report when available upon request to the City Treasurer.

Section 15. General Authorization; Ratification of Prior Acts. The Mayor, the Treasurer, City Clerk, and other appropriate officers and agents of the City are authorized to take any actions and to execute documents as in their judgment may be necessary or desirable in order to carry out the terms of, and complete the transactions contemplated by, this ordinance. All acts taken pursuant to the authority of this ordinance but prior to its effective date are hereby ratified.

Section 16. Severability. If any one or more of the covenants and agreements provided in this ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or



agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bond.

Section 17.    Effective Date. This ordinance shall become effective after its adoption and publication or publication of a summary of this ordinance, as required by law. A summary is attached hereto as Exhibit “B” and incorporated herein by this reference.

PASSED by the City Council of the City of Coeur d’Alene, Idaho, at a regular meeting thereof held May 20, 2008.

CITY OF COEUR D’ALENE, IDAHO

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

CITY CLERK'S CERTIFICATE

I, the undersigned, City Clerk of the City of Coeur d'Alene, Idaho (the "City") and keeper of the records of the City Council of the City (the "Council"), DO HEREBY CERTIFY:

1. That the attached Ordinance is a true and correct copy of Ordinance No. \_\_\_\_ of the City (the "Ordinance"), as finally passed at a regular meeting of the Council of the City held on May 20, 2008, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum of the Council was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the passage of said Ordinance; that all other requirements and proceedings incident to the proper adoption or passage of said Ordinance have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
City Clerk

EXHIBIT A  
PAYMENT SCHEDULE

EXHIBIT B  
CITY OF COEUR D'ALENE, IDAHO  
GENERAL OBLIGATION BOND, 2008

Summary of Ordinance No. \_\_\_\_, adopted May \_\_\_\_, 2008

Council Bill No. \_\_\_\_

AN ORDINANCE of the City of Coeur d'Alene, Idaho, authorizing the issuance and sale of **a** general obligation bond of the City in the aggregate principal amount of \$573,941 to provide funds to pay a portion of the cost of the renovation of a City fire station and to pay costs of issuance of such bond; providing the date, form, terms and maturities of the bond; providing for the annual levy of taxes to pay the principal of and interest on the bond; and authorizing the sale of the bond.

- Section 1.     Definitions. Defines certain capitalized terms used in the Ordinance.
- Section 2.     Findings. Authorizes the City's "General Obligation Bond, 2008" in the principal amount of \$573,941 (the "Bond") to provide funds to finance the cost of renovating Fire Station No. 1
- Section 3.     Purpose, Authorization and Description of Bond. Describes the Bond and its terms of repayment over a twelve (12) month period with interest at the rate of \_\_\_\_% per annum.
- Section 4.     Registration, Exchange and Payments. Appoints the Treasurer to act as the Bond Registrar, provides a system for recording the ownership of the Bond that complies with the provisions of Section 149 of the Code and provides details regarding payments.
- Section 5.     No Redemption; Purchase. Makes provision that the Bond is not redeemable and reserves the right of the City to purchase the bond on open market.
- Section 6.     Lost or Destroyed Bond. Makes provision in case the Bond is lost, stolen or destroyed.
- Section 7.     Execution of Bond. Authorizes procedures for execution and authentication of the Bond
- Section 8.     Form of Bond. Describes the form of the Bond.
- Section 9.     Bond Fund. Confirms the creation of the General Obligation Bond Funding and Refunding Bond Fund (the "Bond Fund"), for the purpose of guaranteeing the payment of bonds of the City.

- Section 10. Pledge of Taxes and Credit. Provides for annual levies of taxes for the prompt payment of such principal and interest.
- Section 11. Tax Covenants; Special Designation. Includes covenants to comply with federal tax requirements and contains a special designation under the Code.
- Section 12. Project Fund; Application of Bond Proceeds. Authorizes the creation of the 2008 Project Fund (the "Project Fund") to pay costs of the Project and costs of issuance of the Bond.
- Section 13. Sale of the Bonds. Provides that the Bond shall be sold to \_\_\_\_\_.
- Section 14. Ongoing Disclosure. Provides that the Bond is not subject to ongoing disclosure.
- Section 15. General Authorization, Ratification of Prior Acts. Authorizes Mayor and Treasurer, City Clerk or other authorized official of the City to take appropriate steps to carry out the terms and provisions of, and complete the transactions contemplated by this ordinance.
- Section 16. Severability. Provides that other covenants and agreements in the Ordinance are not affected if one is made invalid.
- Section 17. Effective Date. Provides that the Ordinance shall take effect from and after its passage and publication as required by law.

\*The full text of Ordinance No. \_\_\_\_ will be mailed without cost to any party requesting it from:

City Treasurer  
Coeur d'Alene City Hall  
710 E. Mullan Avenue  
Coeur d'Alene, Idaho 83814

NOTICE OF INTENT TO SELL  
BOND AT PRIVATE SALE

CITY OF COEUR D'ALENE, IDAHO  
GENERAL OBLIGATION BOND, 2008

NOTICE IS HEREBY GIVEN that the City Council of City of Coeur d'Alene, Idaho, intends to adopt an Ordinance authorizing the sale of a general obligation bond, in the amount of \$573,941 (the "Bond"), by private sale, authorized by the voters of the City at an election held on February 1, 2005. The meeting will be held on May 20, 2008, commencing at \_\_\_\_ p.m., at the Coeur d'Alene Library Meeting Room, 702 E. Front Street, Coeur d'Alene, Idaho.

Information about the private sale of the Bond can be obtained from:

City Treasurer  
Coeur d'Alene City Hall  
710 E. Mullan Avenue  
Coeur d'Alene, Idaho 83814

CITY OF COEUR D'ALENE

By: \_\_\_\_\_/s/\_\_\_\_\_  
City Clerk

## PUBLIC HEARINGS

## **CITY COUNCIL STAFF REPORT**

DATE: MAY 20, 2008  
TO: CITY COUNCIL  
FROM: DAVE YADON, PLANNING DIRECTOR  
SUBJECT: ITEM O-4-08: MODIFICATION OF CODE REGARDING SERVICE USE  
PARKING REQUIREMENTS

### **DECISION POINT**

The purpose of this amendment is to modify the existing service use parking requirements used to determine the number of stalls required for a hotel/motel use.

### **REQUEST**

The proposal is a private party request filed on March 3<sup>rd</sup>, 2008 by Kent Clausen of KVC Development Co. The request is for City Council to consider reducing the required number of parking spaces needed for hotel/motel development to one stall per sleeping room or unit. This request represents a 20% reduction in parking stalls for the hotel/motel designation.

Planning Commission reviewed the ordinance amendment (O-4-08) and approved the request on Tuesday April 8<sup>th</sup>, 2008.

### **CURRENT/PROPOSED CODE**

17.44.070: SERVICE USES:

*Service Activity Requirement:*

- Current Code:  
D. Hotel/motel 1.25 spaces for each room or unit; plus as required for accessory uses, such as restaurants, meeting halls, etc.
- Proposed Code:  
D. Hotel/motel 1 space for each room or unit; plus as required for accessory uses, such as restaurants, meeting halls, etc.

### **FINANCIAL ANALYSIS**

There is no financial impact associated with the proposed amendment.

### **PERFORMANCE ANALYSIS**

*2007 Comprehensive Plan excerpts:*

**The city seeks to accomplish its vision by:**

- Establishing standards and services that promote quality of life and facilitate commerce
- Organizing resources to accomplish goals
- Facilitating communication to promote unity and involvement

**Objective 2.02**

**Economic & Workforce**

**Development:**

- Plan suitable zones and mixed use areas, and support local workforce development and housing to meet the needs of business and industry.

**Our goals and objectives will be implemented by:**

- **Codes & ordinances** - (Existing, revised, or new): It is a priority to keep our code up-to-date by providing rational laws that govern future development.



Review of jurisdictions of similar size and geographical proximity yielded the following requirements:

|                      |                                  |
|----------------------|----------------------------------|
| ▪ Boise, ID          | 1 per guestroom                  |
| ▪ Spokane, WA        | 1 per guestroom                  |
| ▪ Spokane Valley, WA | 1 per guestroom                  |
| ▪ Bend, OR           | 1 per guestroom, + 1 for manager |
| ▪ Wenatchee, WA      | 1 per guestroom                  |
| ▪ Vancouver, WA      | 1 per guestroom                  |
| ▪ Redmond, WA        | 1 per rental room                |

#### **QUALITY OF LIFE ANALYSIS**

The amendment will reduce the total required parking spaces for hotel/motel use; however, all other city standards still apply.

#### **DECISION POINT**

Endorse or deny the request to amend the code to modify commercial parking requirements for hotel/motel use from 1.25 parking stalls per room to 1.0 parking stalls per room.

Applicant: City of Coeur d'Alene  
Request: A proposed amendment to the off-street parking  
Requirements for Hotel and Motel parking  
LEGISLATIVE (0-4-08)

Planner Holm presented the staff report and answered questions from the Commission.

Commissioner Bowlby inquired if the parking calculations presented include employee parking.

Planner Holm explained that these calculations are based on peak times when the hotel is the busiest, which is during the evening. He added that employees, who work for the hotel, work during the day when peak time is over, and parking is more than adequate.

Commissioner Luttrupp questioned if the Parking Commission has been notified of these proposed changes.

Planner Holm answered that the Parking Commission was not notified because these proposals do not pertain to downtown.

Commissioner Luttrupp commented that he feels that this is an important issue for the Parking Commission to consider and suggested that this item be continued until they have a chance to review this proposal.

Planning Director Yadon explained that this proposal does not affect the downtown or midtown areas which are governed by the Infill and Downtown Core Regulations that have been reviewed by the various Commissions.

**Public testimony open:**

Kent Clausen, 8923 E. Mission, Spokane, explained the reasons this request was brought forward based on their experience in operating hotels in seven different states and feels that what is existing is excessive compared to what other jurisdictions in other states require, which is a 1:1 parking ratio. He also stated that no hotel or motel wants to not have enough parking and that the proposal provides what is needed based on experience. He further stated that even in the event that a hotel is 100% occupied, which only occurs on approximately 15% of the days in a given year, there are still adequate parking stalls because some users of a single automobile will rent more than one guestroom; corporate travelers often occupy one rental car but utilize separate guest rooms, and blocks of rooms may be occupied by those traveling in vans or buses. He addressed a previous question stating if there will be adequate parking for employees and explained that the only employees needed is the housekeeping staff when the peak-time is over - at night. He commented that they are not requesting to "skinny-up" the regulations, but desire to be consistent with other jurisdictions and actual demand.

Commissioner Rasor questioned if these calculations will pertain to smaller hotels.

Mr. Clausen explained that this request is based on the amount of people needing a room rather than the amount of cars, but the amount of people needed to accommodate with rooms. He added that one car is needed for a family.

Chairman Jordan inquired if staff is comfortable with this proposal.

Planning Director Yadon answered that staff is comfortable with this proposal. He added that the Planning Commission should consider what the trade-offs are compared to the amount of asphalt needed for additional parking, compared to the amount of open space retained for the reduction of parking requirements.

He suggested that if the Planning Commission is uncomfortable approving this request to include all hotels, that the Commission chooses a number for smaller hotels.

Commissioner Bowlby commented that she is comfortable with this request and does not feel the need to place a different parking space requirement for small hotels.

**Motion by Razor, seconded by Bowlby, to approve Item 0-4-08. Motion approved.**

## **CITY COUNCIL STAFF REPORT**

Date: May 20, 2008

From: David Yadon, Planning Director

**Subject: Item O-1-07d Amendments to Zoning Code** Infill Development Overlay District Regulation Amendments for the DO-E (Design Overlay – East); M (Mid Town Overlay); DO-N (Design Overlay – North);

### **Decision Point**

The City Council is asked to consider the following amendments to the zoning ordinance:

These amendments to the Zoning Code would modify the development standards in the in the following ways:

- For the DO-E (Design Overlay – East) Increase the allowable building height from 35 feet to 38 feet for commercially zoned property and
- Add a design guideline establishing maximum horizontal dimensions minimum separation of buildings facing a street; and
- For all Design Overlay districts – establish side yard setbacks for construction abutting existing single-family residences.

(See map below)

### **Financial Analysis**

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

### **History**

The City Council and Planning Commission has previously met with consultant Mark Hinshaw to review the merit of suggested changes to the DO-E (Design Overlay – East) infill district as proposed by the East Mullan Historic District Neighborhood Association (EMHDH) Subsequently, the City Council approved:

- A reduction in the allowable building height from 38 feet to 35 feet
- A design guideline requiring pitched roofs for development
- Removal of the ability to grant height variances city-wide; and
- Modification of the boundary of the DO-E district.

When approving the reduction in building heights in the DO-E district, the Council asked that the Planning Commission and Design Review Commission review and make recommendation on setbacks and what a desirable height limit would be for the commercially zoned property within the DO-E district. The council expressed an interest in both retaining the scale of the neighborhood and viability of the existing buildings on Sherman Avenue.

The Design Review Commission has reviewed staff and consultant Mark Hinshaw's suggested changes to the regulations intended to address the Council's direction. The Design Review Commission has also reviewed analysis of computer modeling of possible building scenarios to assess the impacts of various building sizes on neighboring properties. The attached documents reflect the Commission's recommendation

**Performance Analysis**

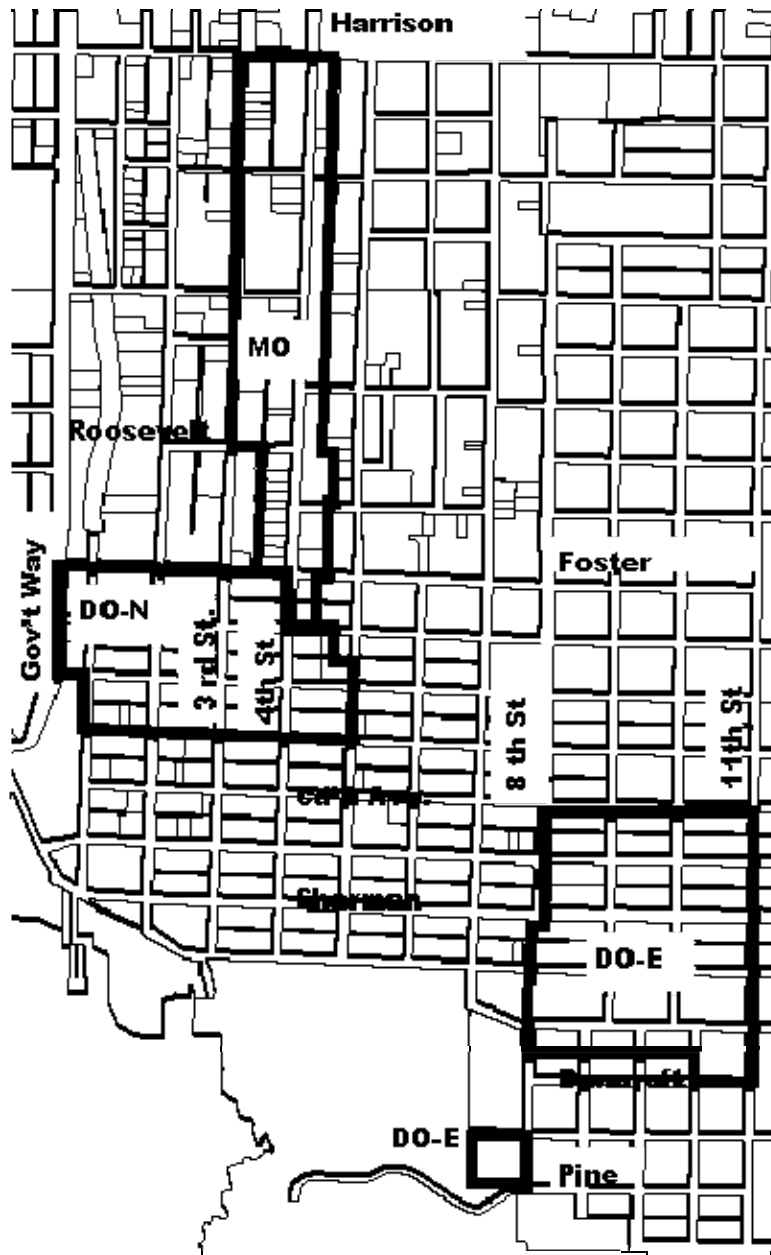
The proposed amendment is consistent with Comprehensive Plan including. 1.11, 1.12, 3.01, 3.04, 3.05, 3.06, 3.08, 31, 43

**Quality of Life Analysis**

The amendment will provide opportunities to provide housing and other structures that are compatible with existing neighborhood within and adjacent to the (Design Overlay – Districts)

**Decision Point Recommendation**

The Planning Commission and Design review Commission recommended the proposed amendments.



**DESIGN REVIEW COMMISSION WORKSHOP  
MINUTES  
February 12<sup>th</sup>, 2008**

**DESIGN REVIEW COMMISSIONERS PRESENT**

Jon Mueller  
Mike Dodge  
George Ives, Chairman  
Mike Patano  
Scott Rasor

**COMMISSIONERS ABSENT**

Tom Messina  
Rich McKernan

**PLANNING COMMISSIONERS PRESENT**

Peter Luttrupp  
Brad Jordan, Chairman  
Heather Bowlby

**STAFF MEMBERS PRESENT**

Sarah Nord, Administrative Support  
Dave Yadon, Planning Director  
Wendy Gabriel, City Administrator

**CITY COUNCIL MEMBERS PRESENT**

John Bruning  
Al Hassell  
Ron Edinger

**OTHER**

Mark Hinshaw, Urban Design Consultant for City  
Citizens

**CALL TO ORDER:**

Chairman Ives brought the meeting to order at 12:05 p.m.

**DESIGN REVIEW GUIDELINES:**

He then turned to Planner Yadon to outline the purpose for the workshop. Planner Yadon explained that the areas under consideration were the infill districts of downtown Coeur d'Alene. He handed out a document which detailed the three main points / guidelines which would be under discussion during this workshop. Urban Designer Mark Hinshaw noted that the Commissioners should consider the cumulative effects that these changes might have on the original intent of the district.

The first point / guideline was *Setbacks adjacent to single family – All Overlay Districts*.

The intent of this guideline is "To retain the character of existing single family structures". The guideline states that if a new commercial building is over 15 feet high and being built next to a one-story single family home, then it would have to be setback further than the current 5ft. requirement on the property (4 inches for every foot of building height above 15 feet). Urban Designer Hinshaw noted that this provision is an example of where it is important to ensure that the regulation not be so specific that it run counter to the concept of "equal treatment".

Chairman Ives opened up the discussion to all others present at the meeting at which point, Joe Morris provided a brief history of the East Mullan Historic Neighborhood Association's history of requested amendments and praised the City's responsiveness. He further stated that his concern was for the East Infill District and protecting the neighborhoods in that area from being effected negatively by new construction. Additional discussion took place on some of the normal standards that apply to setbacks and buildings with or without windows.

It was agreed by all present that proposed guideline with modification for two-story homes would protect the current homeowners from being overshadowed by new construction.

There was a motion by Commissioner Patano to approve the guideline, seconded by Commissioner Rasor. The 5 ft. setback for all construction adjacent to existing single family homes with the additional setback above 15 feet applying when abutting an existing single-story single family home. Motion carried unanimously.

The second point / guideline under review was *Building Bulk and Spacing – DO-E only*.

The intent of this guideline is “To retain the scale of buildings in the neighborhood”. The draft guideline states that “The maximum horizontal dimension of a building facing a street should be no more than 100 feet”, and “A minimum 10 foot separation should be maintained between buildings that face the street”.

Chairman Ives again opened up the discussion to all others present, asking if those guidelines seemed sufficient. A citizen commented on the 100ft. maximum horizontal dimension stating that a 125-150ft. maximum would be ideal as the 100ft. limited underground parking. There was a brief discussion on parking lot design dimensions. Additional discussion focused on what was a reasonable separation that would provide a break in scale. After considerations of various examples ranging from 10 to 25 feet it was agreed that at least two breaks per block at a minimum of 15ft. separation per break would be required.

There was a motion by Patano to approve, seconded by Mueller to approve the change. Motion carried unanimously.

The third and final point / guideline discussed was *Building Height – DO-E only*.

The purpose of this guideline was to change the maximum building height for commercially zoned property in the downtown east overlay district from 35ft. to 45ft. It was noted that the City Council had requested that the height should allow for the existing structures on Sherman.

Chairman Ives again opened up the discussion to all others present. Concern was raised about the effect of the taller structures on properties to the north and south of Sherman. The discussion that doing this might block sunlight on some properties led to a suggestion to “table” the issue until further research could be done to see how that height change might affect the neighborhood.

There was a motion by Mueller, seconded by Dodge to continue discussion on this issue until additional information could be reviewed. Motion carried unanimously.

## **ADJOURNMENT**

Chairman Ives adjourned the meeting at 1:30 P.M.

Prepared by Sarah Nord, Administrative Support



**DESIGN REVIEW COMMISSION WORKSHOP  
MINUTES  
March 18<sup>th</sup>, 2008  
12PM – 1PM**

**DESIGN REVIEW COMMISSIONERS PRESENT**

Rich McKernan  
Mike Dodge  
George Ives, Chairman  
Mike Patano  
Scott Rasor

**COMMISSIONERS ABSENT**

Tom Messina  
Jon Mueller

**PLANNING COMMISSIONERS PRESENT**

Peter Luttrupp  
Brad Jordan, Chairman  
Heather Bowlby

**STAFF MEMBERS PRESENT**

Sarah Nord, Administrative Support  
Dave Yadon, Planning Director  
Sean Holm, Planner  
Tami Stroud, Planner

**OTHER**

Mark Hinshaw, Urban Design Consultant for City  
Citizens

**CALL TO ORDER:**

Chairman Ives brought the meeting to order at 12:05 p.m.

**DESIGN REVIEW GUIDELINES:**

A packet including an agenda, meeting minutes and the three design guidelines under discussion was passed around for all the commissioners to review.

Chairman Ives began the meeting with the first agenda item, which was to approve the meeting minutes from 2/12/2008 & 2/21/2008. The commission briefly reviewed the minutes. There was a motion by Patano to approve, seconded by Dodge. The commission then reviewed the minutes from the 2/21/08 workshop. There was a motion by Rasor to approve, seconded by Dodge.

The motion was carried unanimously.

Chairman Ives then turned the meeting over to Planner Yadon who briefly went over what had been previously discussed and decided in the last couple of Design Review meetings on “Setbacks adjacent to single family – All Overlay Districts” and “Building Bulk and Spacing”. He then stated that the maximum “Building Height” guideline was still an issue which needed to be discussed. Planner Holm provided a computer simulated depiction with what current and possible structures located in the Downtown East Infill area of Coeur d’Alene look like at various times of day and year. This display included simulated shadow patterns. The heights of the buildings ranged from 35 to 45 feet. The commissioners reviewed various scenarios and discussed the intent of the district and the desire to retain the character of the neighborhood. There were a few comments from citizens regarding where the measuring started and ended when measuring building height and whether or not grading would add extra feet. It was explained that measurements are made from “average finished grade”. Mr. Hinshaw noted that that method of measurement is common and it is difficult to provide a different measurement method that can be easily applied. There was a brief discussion, which included citizen comments, on the height issue. One citizen noted that she was not as concerned with the height of structures if the design is attractive. Another citizen noted that his primary issue was with privacy. There was a general consensus that 45 feet was too tall for this portion of Sherman. Commissioner Patano noted that building of this height might be more appropriate on Sherman east of 11<sup>th</sup>.

Commissioner Dodge made a motion to keep the height at 35 feet. The motion died due to a lack of a second.

Commissioner Dodge made a motion to change the maximum height to 38 feet which was seconded by McKernnan. Motion carried 4 to 1.

Planner Yadon then stated that all three guidelines will go to the Planning Commission on April 8, 2008 for public hearing.

### **ADJOURNMENT**

Motion by Patano, seconded by Commissioner Dodge to adjourn the meeting; Motion approved.  
The Meeting was adjourned at 1:02 P.M.

Prepared by Sarah Nord, Administrative Support

Applicant: City of Coeur d'Alene  
Request: Modification to Infill Overlay Regulations  
LEGISLATIVE (0-1-07d)

Planner Director Yadon presented the staff report and answered questions from the Commission.

Commissioner Rasor inquired if all the homes in this area were below a height of 38 feet.

Planning Director Yadon explained that after staff did a computer model illustrating the heights in the area, he was surprised to find that most of the homes are within, or below 38 feet.

Commissioner Luttropp complimented staff on working with the East Mullan Historic District Neighborhood to come up with a proposal that will work well with their community.

Commissioner Rasor commented that is he is concerned with the proposed height requirement of 38 feet.

Chairman Jordan inquired in a situation where half of a house burned down in this area, would the people who own the home be required to rebuild to a height of 38 feet.

Planning Director Yadon explained that most of these homes in this area are considered non-conforming, and if this ordinance is passed, they would not be allowed to exceed the proposed height requirement of 38 feet.

Commissioner Luttropp questioned if this request should be continued, to allow staff to physically check the heights in this area for accuracy.

**Public Testimony open:**

Lynn Morris, 304 S. 11<sup>th</sup> Avenue, Coeur d'Alene, representative for East Mullan Historic District Neighborhood Association, thanked staff for bringing this request forward and endorses these proposals. She explained that in the past, their group attended many workshops with the City, and from those discussions, are the proposals presented tonight. She added that they agree to the proposal to limit height in this area to 38 feet to protect the neighbors who live behind these homes, and by limiting the horizontal structures to 100 feet with 15 foot breaks will allow corridors of light through, which is a plus. She discussed the last proposal which is for a five-foot setback between proposed buildings which will allow existing homes privacy and then submitted a photo illustrating that problem.

David Fealko, 1005 Front Avenue, Coeur d'Alene, commented that he has been a homeowner in this area for 35 years and agrees with the proposals presented including the 38 feet height proposed for this area.

Barbara Crumpacker, 1015 Lakeside, Coeur d'Alene, thanked the Commission and staff for their support. She commented that her home was recently part of the garden tour and how she was relieved when Dr. Walsh's proposal was denied, and explained if it had been approved, it would have placed his building next to her home without these proposed setbacks.

Rita Sims-Snyder, Vice President, East Mullan Historic District Neighborhood, 818 Front Avenue, commented that height is a concern, but feels the approval of these setbacks is a bigger issue. She explained under the existing regulations, if these older homes were replaced they could be rebuilt to a height of 35 feet requiring no setbacks. She added with the approval of five-foot setbacks, it would protect these established older homes in this area. She thanked staff for bringing this proposal forward.

**Public testimony closed.**

**DISCUSSION:**

Commissioner Bowlby commented that it is refreshing to hear positive remarks from a neighborhood and complimented the Design Review Commission on their work on this proposal.

Commissioner Rasor commented that he does not support the request to raise the heights in this area and does not approve of this request.

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

**CITY COUNCIL  
STAFF REPORT**

DATE: May 20, 2008

FROM: Warren Wilson, Deputy City Attorney

SUBJECT: Proposed Code Amendments for Accessory Dwelling Units and  
Application of the Zoning Performance Standards. (0-5-08)

---

**DECISION POINT:**

Review the proposed code amendments and make a recommendation to the City Council on whether they amendments should be adopted.

**HISTORY:**

Over the past several months a couple of issues of easily remedied problems have come to the attention of staff. First, in the recently adopted Accessory Dwelling Unit regulations, we require that either the accessory or principal dwelling unit be occupied by the owner or a relative of the owner. We have had an issue with creative individuals transferring a minor (1% or more) ownership stake in the property to a tenant to get around this requirement. To resolve this issue, we are recommending that the code be amended to require that a majority owner or relative live in the accessory or principal dwelling. The second issue involves the impact to existing commercial and/or manufacturing zoned properties when an abutting property is rezoned to residential. Our noise performance standard protects residentially zoned properties only, In other words, uses on surrounding properties cannot create noise above a given level measured from the residential property. A problem arises when a commercial or manufacturing property is rezoned to commercial because the surrounding properties are now subject to restrictions on noise that may not have applied to them prior to the rezone. We are proposing to amend the performance standards to resolve this issue.

**FINANCIAL ANALYSIS:**

Neither of the proposed changes should result in increased costs to the City.

**PERFORMANCE / QUALITY OF LIFE ANALYSIS:**

In both instances, the code amendments are aimed at correcting unintended consequences of previously adopted codes. In the case of the accessory dwelling unit amendment, the proposed amendment will ensure that the original intent of the code is being met. In the case of the performance standards, the amendment is aimed at protecting surrounding property owners when the City determines that a zone change on a neighboring property is appropriate.

**DECISION POINT/RECOMMENDATION:**

Recommend that the City Council adopt the proposed ordinance amendments, which are attached below.

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

A.Maximum Building Height: Maximum building heights for ADUs are:

1. Thirty two feet (32') when built within the buildable area for the principal structure.
2. Fourteen feet (14') when built in the rear yard with a low or no slope roof or eighteen feet (18') when built in the rear yard with a medium or high slope roof.

B.Setbacks: Setbacks for ADUs are:

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

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

**D.Owner Occupancy: Either the principal dwelling unit or the accessory dwelling unit must be occupied by an a majority owner of the property or an immediate family member of the property owner. "Owner occupancy" is defined as a property owner, as reflected in title records, who makes his or her legal residence at the site, as evidenced by voter registration, vehicle registration, or similar means, and actually resides at the site more than six (6) months out of any given year.**

E.Number Of Occupants: One accessory dwelling unit is permitted as subordinate to an existing single-family dwelling; provided the total number of occupants in both the principal dwelling unit and accessory dwelling unit combined does not exceed the maximum number established for a "family" as defined in section 17.02.055 of this title.

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

G.Size And Scale: The square footage of the accessory dwelling unit shall be a minimum of three hundred (300) square feet and a maximum of seven hundred (700) square feet, excluding any garage area; provided, the square footage of the accessory dwelling unit shall not exceed forty percent (40%) of the total square footage of the primary dwelling unit, excluding the garage area, as it exists or as it may be modified.

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

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

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

K.Conversion Of Existing Structures: Any existing structure that is converted into an accessory dwelling unit must meet all of the requirements of this section.

## **II. PERFORMANCE STANDARDS REGULATIONS**

### **17.07.105: TITLE AND PURPOSE:**

The provisions of this article shall be known as the *PERFORMANCE STANDARDS REGULATIONS*. The purpose of these provisions is to promote the health, safety and general welfare of the residents of the city through limitations on certain nuisance generating characteristics of various activities, including vibration, noise, odor, humidity, heat, cold, glare, dust and/or smoke.

### **17.07.110: APPLICABILITY:**

Any use of property that violates these regulations is prohibited even where it is otherwise permitted by the applicable zone regulations. Uses permitted by special use permit shall conform to these regulations as one component of their conditions.

### **17.07.115: RESTRICTIONS ON OPERATIONS:**

**The operation of any use established after the effective date of this zoning Ordinance shall comply with the performance standards here set forth for the zone in which such activity shall be located. No use already established on the effective date of this Zoning Ordinance shall be so altered or modified as to conflict with, or further conflict with, the performance standards here established for the zone in which such use is located. A conforming use that is in compliance with existing zoning ordinances or a legal non-conforming use may be continued and maintained regardless of subsequent zoning changes on surrounding properties that otherwise**

**would change the manner in which the requirements of this article apply to the pre-existing use.**

**17.07.120: VIBRATION AND NOISE:**

- A. In all zoning districts, any use creating intense earthshaking vibrations or noise such as are created by heavy drop forges or heavy hydraulic surges, shall be set back at least three hundred feet (300') from an abutting residential or commercial zoning district or at least one hundred fifty feet (150') from an abutting manufacturing zoning district, unless such operation is controlled to prevent transmission beyond the lot lines of earthshaking vibrations perceptible to a person of normal sensitivities.
- B. In all districts, the use of property shall not create a noise level for residentially zoned property in excess of the following criteria, measured by an approved and properly calibrated decibel meter:
  - 1. Daytime level (7 o'clock A.M. to 10 o'clock P.M.), sixty five (65) dB;
  - 2. Nighttime level, fifty five (55) dB.

**17.07.125: ODOR:**

- A. In Manufacturing Zoning District: In a manufacturing zoning district the emission of any noxious, odorous matter which produces a public nuisance or hazard beyond lot lines is prohibited.
- B. All Other Zoning Districts: In all other zoning districts, the emission of noxious odorous matter which is detectable by a person of normal sensitivity at any point along lot lines is prohibited.

**17.07.130: HUMIDITY, HEAT, COLD, GLARE, DUST, AND SMOKE:**

- A. In Manufacturing Zoning District: In a manufacturing zoning district any excessive humidity in the form of steam or moist air, intense heat, intense cold, intense glare, intense dust, or intense smoke produced by an activity within the district shall not be detrimental beyond the boundary of the district.
- B. All Other Zoning Districts: In all other zoning districts, any use of property producing excess humidity in the form of steam or moist air, or producing intense heat, intense cold, intense glare, intense dust, or intense smoke shall be carried out within a completely enclosed structure so that neither a public nuisance nor hazard is created at or beyond lot lines of the lot involved.



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

A.Maximum Building Height: Maximum building heights for ADUs are:

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B.Setbacks: Setbacks for ADUs are:

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3. Side, Street: The street side yard requirement shall be ten feet (10').
4. Rear: Zero feet (0').

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

**D.Owner Occupancy: Either the principal dwelling unit or the accessory dwelling unit must be occupied by an a majority owner of the property or an immediate family member of the property owner. "Owner occupancy" is defined as a property owner, as reflected in title records, who makes his or her legal residence at the site, as evidenced by voter registration, vehicle registration, or similar means, and actually resides at the site more than six (6) months out of any given year.**

E.Number Of Occupants: One accessory dwelling unit is permitted as subordinate to an existing single-family dwelling; provided the total number of occupants in both the principal dwelling unit and accessory dwelling unit combined does not exceed the maximum number established for a "family" as defined in section 17.02.055 of this title.

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

**would change the manner in which the requirements of this article apply to the pre-existing use.**

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Applicant: City of Coeur d'Alene  
Request: Amendment to "Zoning Performance Standards"  
LEGISLATIVE (0-5-08)

Deputy City Attorney Wilson presented the staff report and answered questions from the Commission.

Commissioner Bowlby inquired if staff could explain why this request is being presented tonight.

Assistant Attorney Wilson commented that this amendment has two issues that the Planning Commission has to consider for approval. The first issue has to do with Accessory Dwelling Unit regulations and the issue of an ownership problem. Staff is recommending that the code be amended to state that an owner or relative live in the principal dwelling or home. The second issue involves the impact of abutting commercial or manufacturing uses next to a property that is rezoned to residential. He explained that the noise performance standard protects residential properties and places noise levels on residential property affecting the abutting commercial or manufacturing are now subject to restrictions on noise that may not have applied before the rezone. Staff would like to recommend amending the performance standards to resolve this issue.

Commissioner Bowlby inquired if these recommendations are approved, would the existing businesses be "grandfathered" in and not be affected.

Assistant Attorney Wilson responded that is correct.

**Motion by Razor, seconded by Luttropp, to approve Item 0-5-08. Motion approved.**

**CITY COUNCIL  
STAFF REPORT**

FROM: JOHN J. STAMOS, SENIOR PLANNER  
DATE: MAY 20, 2008  
SUBJECT: ZC-2-08 - ZONE CHANGE FROM MH-8 TO R-17  
LOCATION: +/- 3.25 ACRE PARCEL AT 3285 FRUITLAND LANE

**SITE PHOTOS:**

A. Aerial photo



B. Looking west at subject property from Fruitland Lane.

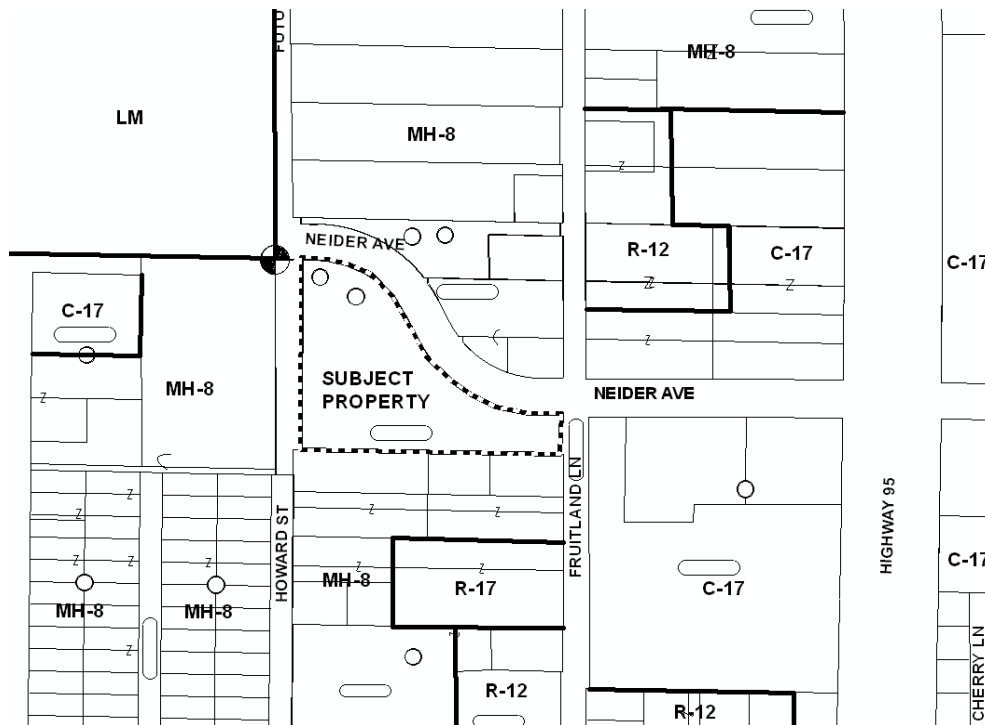


**DECISION POINT:**

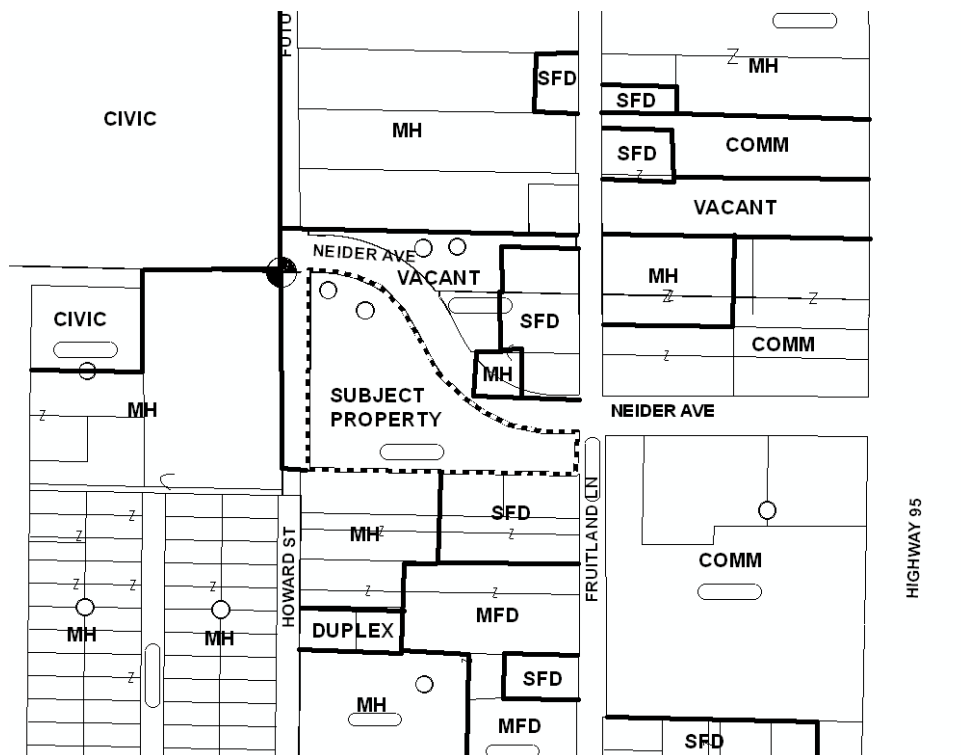
The City of Coeur d'Alene is requesting approval of a Zone Change from MH-8 (Mobile Home at 8 units/acre) to R-17 (Residential at 17units/acre) for the 3.25 acre parcel.

## GENERAL INFORMATION:

### A. Zoning:

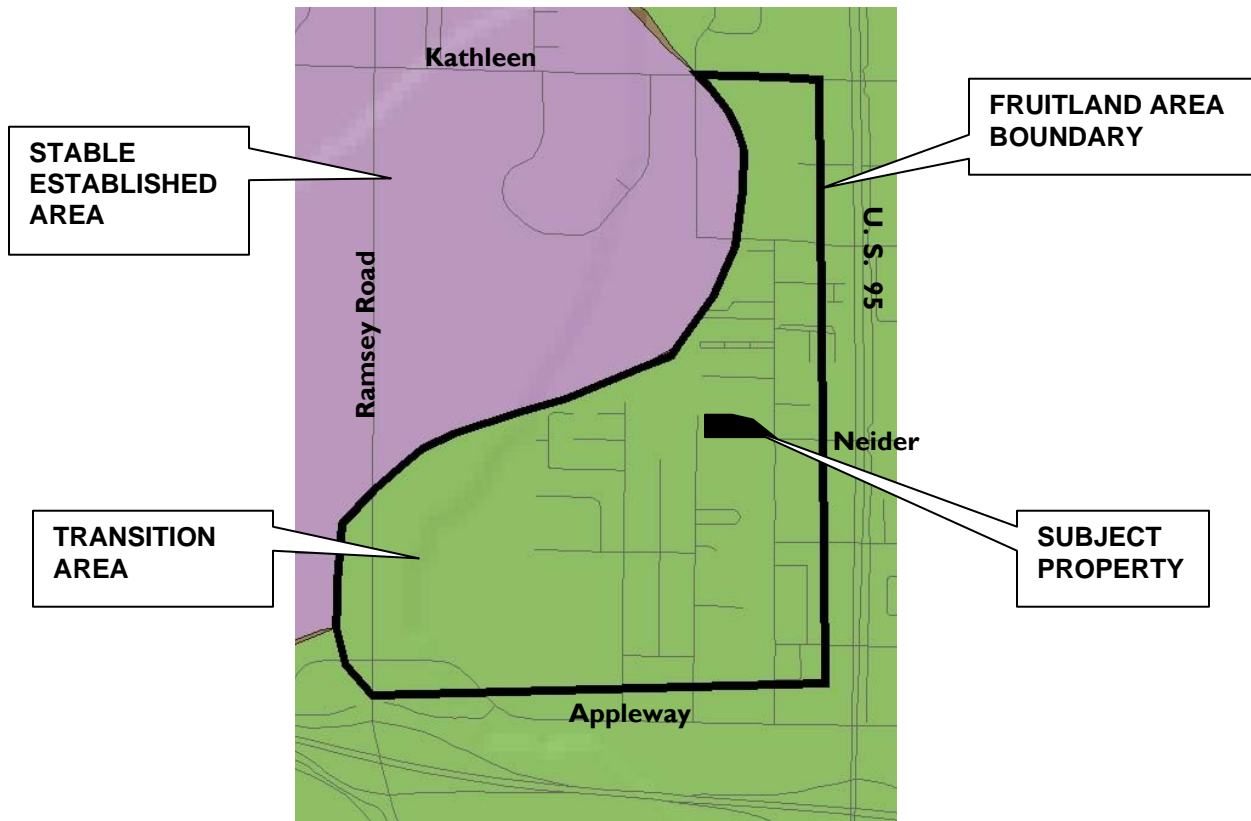


### B. Generalized land use pattern:

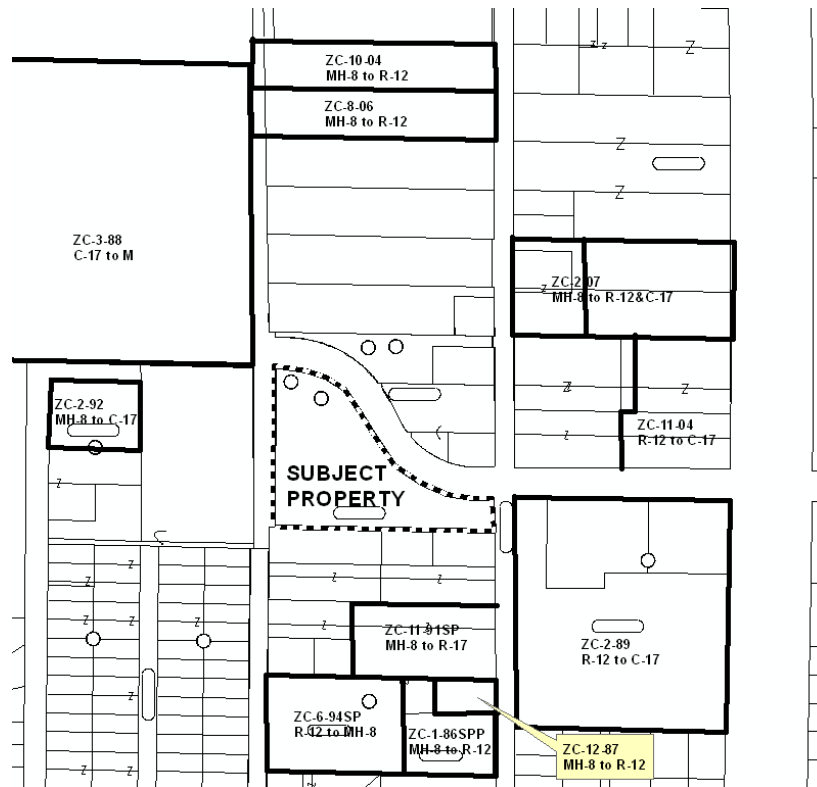




C. 2007 Comprehensive plan designation - Transition – Fruitland Area.



D. Zone changes in surrounding area:



G. Applicant/ Owner City of Coeur d'Alene  
710 Mullan Avenue  
Coeur d'Alene, ID 83814

H. Land uses in the area include residential – mobile homes, single-family, duplex and multi-family, commercial, civic and vacant land.

I. The subject property is predominately undeveloped but does contain a single-family dwelling.

J. There have been several zone changes in the surrounding area from MH-8 to R-12, R-17 or C-17 over the last several years.

K. The Planning Commission heard the request on April 8, 2008 and approved it by a 5-0 vote, which also included the approval of PUD-3-08. (A PUD that allows a 15 unit development for very low income people with disabilities and, at a later date, two 18 unit buildings for very low income senior citizens) A 4-lot short subdivision was also approved that created a lot for the existing single-family dwelling on the site and 3 lots for the proposed project.

**PERFORMANCE ANALYSIS:**

A. Zoning ordinance considerations:

1. The requested zoning for the zone change is R-17 (Residential at 17units/acre). This zone allows single-family, duplex, multi-family and pocket housing and requires a minimum lot size of 5,500 sq. ft. for single-family lots, 3500 sq. ft. per unit for duplexes and 2500 sq. ft. per unit for multi-family and pocket housing with 50 feet of frontage on a



public street.

2. The allowable density of the 3.25 acre parcel using the existing MH-8 zoning, which allows single-family dwellings and individually sited mobile homes by right and mobile home parks by special use permit would be 28 units or 8 units per acre for single-family dwellings and individually sited mobile homes and 36 units for mobile home parks or 11 units per acre.
3. Using the R-17 zone, the number of allowable dwelling units would be 56 units or 17 units per acre, as follows:
  - a) Lot 1 – 7,281 sq. ft. - 2
  - b) Lot 2 – 45,434 sq. ft.- 18
  - c) Lot 3 – 44,894 sq. ft. -18
  - d) Lot 4 – 44,038 sq. ft. -18
4. The applicant is proposing to create a 7,281 sq ft lot for the existing single-family dwelling, build a 15 unit multi-family dwelling on Lot 2 and build 18 unit multifamily dwellings on each of the two remaining lots.

#### **ZONE CHANGE FINDINGS:**

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

1. The subject property is within the Area of City Impact Boundary.
2. The 2007 Comprehensive Plan Map designates the subject property as Transition and in the Fruitland land use area, as follows:

**A. Transition.**

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

**B. Fruitland Area.**

Generally, this area is envisioned as a commercial corridor with adjacent multi-family uses and will maintain a mix of the housing types that currently exist. Commercial and manufacturing will continue to expand and care must be used for sensitive land use transition. A traffic study for US 95 is underway which may affect future development in this area.

The characteristics of Fruitland neighborhoods will be:

- That overall density will approach eight residential units per acre (8:1).
- That single- and multi-family housing should be located adjacent to compatible uses.
- Pedestrian and bicycle connections are encouraged.
- Uses that strengthen neighborhoods are encouraged.

The characteristics of Fruitland commercial areas will be:

- Commercial buildings will remain lower in scale than in the downtown core.
- Native variety trees will be encouraged along commercial corridors.

3. Significant policies:

➤ Objective 1.02 - Water Quality:

Protect the cleanliness and safety of the lakes, rivers, watersheds, and the aquifer.

➤ Objective 1.06 - Urban Forests:

Enforce minimal tree removal, substantial tree replacement, and suppress topping trees for new and existing development.

➤ Objective 1.07 - Urban Forests:

Restrict tree removal in city rights-of-way and increase tree planting in additional rights-of-way.

➤ Objective 1.08 - Forests & Natural Habitats:

Preserve native tree cover and natural vegetative cover as the city's dominant characteristic.

➤ Objective 1.10 - Hillside Protection:

Protect the natural and topographic character, identity, and aesthetic quality of hillsides.

➤ Objective 1.11- Community Design:

Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.

➤ Objective 1.12 - Community Design:

Support the enhancement of existing urbanized areas and discourage sprawl.

➤ Objective 1.13 - Open Space:

Encourage all participants to make open space a priority with every development and annexation.

➤ Objective 1.14 - Efficiency:

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

➤ Objective 1.15 - Natural Terrain:

Wherever possible, the natural terrain, drainage, and vegetation should be preserved with superior examples featured within parks and open spaces

➤ Objective 1.16 - Connectivity:

Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks, and trail systems.

➤ Objective 2.02 - Economic & Workforce Development:

Plan suitable zones and mixed use areas, and support local workforce development and housing to meet the needs of business and industry.

➤ Objective 2.05 - Pedestrian & Bicycle Environment:

Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances

➤ Objective 3.01 - Managed Growth:

Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population

➤ Objective 3.05 - Neighborhoods:

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

➤ Objective 3.08 - Housing:

Design new housing areas to meet the city's need for quality neighborhoods for all income and family status categories.

➤ Objective 3.10 - Affordable & Workforce Housing:

Support efforts to preserve and provide affordable and workforce housing.

➤ Objective 3.16 - Capital Improvements:

Ensure infrastructure and essential services are available prior to approval for properties seeking development.

➤ Objective 3.18 - Transportation:

Provide accessible, safe and efficient traffic circulation for motorized, bicycle and pedestrian modes of transportation, requesting input from authoritative districts and neighboring communities when applicable.

➤ Objective - 4.01 City Services:

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

➤ Objective 4.02 - City Services:

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

Transportation Plan policies:

The Transportation Plan is an addendum to the Comprehensive Plan and is a policy document that is intended to guide decisions that affect transportation issues. Its goal is to correct existing deficiencies and to anticipate, plan and provide for future transportation needs.

- 31A: "Develop an improved arterial system that integrates with existing street Patterns."
- 33A: "Safe vehicular and pedestrian circulation should be enhanced through careful design and active enforcement."
- 34A: "Use existing street systems better."
- 34B: "Reduce automobile dependency by providing bike paths and sidewalks."

4. Evaluation:

- A. The Fruitland land use area has an overall target density for the entire land use area of 8 dwelling units per acre. Based on analysis of existing land use in the Fruitland land use area, the residential density is approximately 2.5 units per acre.
- B. The City Council must determine, based on the information before them, whether the 2007 Comprehensive Plan policies do or do not support the request. Specific ways in which the policy is or is not supported by this request should be stated in the finding.

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

SEWER:

Sanitary sewer is available to the proposed development.

Evaluation: The applicant will be required to install sanitary sewer in Neider Avenue with a connection into the existing manhole at the intersection Neider Avenue & Fruitland Lane and extend the line westerly to provide service for proposed Lot 4 and be available for the lots to the north. Sanitary sewer in Howard Street will need to be extended from the existing manhole adjacent to the southwest corner of the site to the northerly boundary of the subject property.

WATER:

Water is available to the proposed development.

Evaluation: The applicant will be required to install a looping twelve inch (12") water main extension from the terminal end of the existing six inch (6") main in Howard to the existing twelve inch (12") line at the Neider/Fruitland intersection. Accommodation will need to be made for future extension of the water main to the north from the Howard/Neider intersection.

#### STORMWATER:

Street drainage will be a component of the street design and be addressed with the infrastructure plan submittal. Centralized drainage swale design will be preferred over the use of longitudinal street side swales.

#### STREETS:

The public street on the west (Howard) and adjoining right-of-way on the north (Neider) are not developed. The applicant will be required to construct full roadway sections for both Howard and Neider. The Howard Street section will be required to be a forty foot (40') wide street with full curbing (both sides) and sidewalk along the subject property. The Howard Street section will be required to be constructed from the current end of pavement to the intersection with the Neider Avenue extension. The Neider Avenue section will be required to be a forty foot (40') wide street section with full curbing and sidewalk along the subject property. Fruitland Lane on the subject property's easterly boundary will be required to be brought up to current street standards with the installation of curb, sidewalk and pavement widening. Street luminaries will be required at locations specified by the City Engineer.

#### APPLICABLE CODES AND POLICIES:

##### UTILITIES

1. All proposed utilities within the project shall be installed underground.
2. All water and sewer facilities shall be designed and constructed to the requirements of the City of Coeur d'Alene. Improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction.
3. All water and sewer facilities servicing the project shall be installed and approved prior to issuance of building permits.
4. All required utility easements shall be dedicated on the final plat.

##### STREETS

5. All new streets shall be constructed to City of Coeur d'Alene standards.
6. Street improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction.
7. All required street improvements shall be constructed prior to issuance of building permits.
8. An encroachment permit shall be obtained prior to any work being performed in the existing right-of-way.

STORMWATER

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

FIRE PROTECTION

10. Fire hydrant(s) shall be installed at all locations as determined by the City Fire Department.

GENERAL

11. The final plat shall conform to the requirements of the City.

Submitted by Chris Bates, Engineering Project Manager

FIRE:

The fire department will address other issues such as water supply, hydrants and access prior to any site development and upon receipt of additional information of this project.

Submitted by Glen Lauper, Deputy Fire Chief

POLICE:

I have no comments at this time.

Submitted by Steve Childers, Captain, Police Department

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

There are no physical constraints such as topography that would make the subject property unsuitable for development.

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

The subject property will be accessed by Neider Avenue and Howard Street, which will both be 40 foot streets capable of handling any traffic generated by this development. The surrounding area is a mixed residential and commercial area that includes several multi-family developments such as the one proposed.

Evaluation: The City Council must determine what affect the proposed R-17 zoning would have on traffic, land uses and the character of the surrounding area.

F. Proposed conditions:

Planning

1. The formation of a homeowners association, pursuant to Section 17.07.235 of the Municipal Code, to ensure the perpetual maintenance of all open space areas.

Engineering:

2. Install sanitary sewer main lines and appurtenances in both Neider Avenue and Howard Street to the westerly and northerly boundaries of the subject property.
3. Connect the existing water main lines in Fruitland Lane and Howard Street with a twelve inch (12") loop. Install all appurtenances and fire hydrants necessary in both Neider Avenue and Howard Street and "stub out" of Howard Street for future extension to the north.
4. Construct Neider Avenue to a full forty foot (40') road section and Howard Street to a full thirty six foot (40') road section with concrete curbing on both sides and sidewalk along the frontages of the subject property. Both Howard and Fruitland will be required to be constructed from the current end of asphalt to the Fruitland/Howard intersection. Install concrete curb, sidewalk and pavement widening along the Fruitland Lane frontage to meet current City standards.
5. Utilize centralized storm water swale locations in lieu of curbside swales to facilitate maintenance.

J. Ordinances and Standards Used In Evaluation:

Comprehensive Plan - Amended 1995.  
Transportation Plan  
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.  
Coeur d'Alene Bikeways Plan

**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): 3.20 acres, and/or \_\_\_\_\_ sq.ft.
2. Total Net Area (land area exclusive of proposed or existing public street and other public lands): 3.20 acres, and/or \_\_\_\_\_ sq. ft.
3. Total number of lots included: \_\_\_\_\_
4. Existing land use: 1 sfd unit, vacant land
5. Existing Zoning (check all that apply): ☐ R-1 ☐ R-3 ☐ R-5 ☐ R-8 ☐ R-12 ☐ R-17 ☒ MH-8  
☐ NC ☐ CC ☐ C-17 ☐ C-17L ☐ DC ☐ LM ☐ M
6. Proposed Zoning (check all the apply): ☐ R-1 ☐ R-3 ☐ R-5 ☐ R-8 ☐ R-12 ☒ R-17 ☐ MH-8  
☐ NC ☐ CC ☐ C-17 ☐ C-17L ☐ DC ☐ LM ☐ M

## JUSTIFICATION

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

In December 2006, the City conducted a Housing Needs Assessment. In that assessment, Goal No. 2 states

that the City should develop 200 deeply subsidized rental units for the City's lowest income citizens.

Additionally, it is recommended that 100 deeply subsidized rental units be developed for the very low income senior citizens.

The 2007 Comprehensive Plan states under objective 3.01 growth should be managed to be suitable for the existing

neighborhood, this development will consist of 2-3 story buildings and will blend in style with the neighborhood.

Objective 3.10 regarding affordable housing relates to this development as rent will be 30% of ones income. Objective 3.17

relating to transportation links is applicable, as Citilink has a stop at K-mart, within a few blocks of this proposed

development. The Comprehensive plan holds the Fruitland Lane area out as a transitional area, and states that it is a

diverse area with pockets of multi-family housing and and commercial uses. This proposed development is adjacent to a

C-17 zone and will provide landscape and fencing buffers between the existing lot and abutting properties. Additionally,

there are 6 apartment complexes along Fruitland Lane and abutting Howard Avenue, and several 4-plex and duplex units.

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



City of Coeur d'Alene  
Location: 3285 Fruitland Lane  
Request: A proposed zone change from MH8 (Mobile Home at 8 units/acre) to R-17 (Residential at 17 units/acre) zoning district  
QUASI-JUDICIAL (ZC-2-08)

Senior Planner Stamsos presented the staff report, gave the mailing tally as 1 in favor, 3 opposed, and 1 neutral and answered questions from the Commission.

Commissioner Bowlby commented the majority of land shown is an R-8 density.

**Public testimony open:**

Troy Tymesen, Finance Director, City of Coeur d'Alene, commented that this project is a partnership that includes St. Vincent De Paul and HUD. He explained that this project has been brought forward at the request from a housing study done in 2006. He added that the study indicated that over 800 units needed as HUD housing. He explained an overview of the project indicating that the first phase will be for 15 units targeted for low income housing. He added that the other two lots will be for a future senior housing project. The City has had this property for a long time and was not developed because of the high costs of construction. He commented that the City has met with the neighborhood and feels that this project will be a win/win for the community.

Sheryldene Rogers, consultant, 818 W. Riverside #300, Spokane, presented a PowerPoint presentation to the Commission explaining an overview of the project. The presentation highlighted various buildings in other jurisdictions showing the unique styles to these buildings. She commented that the deciding factor for HUD to consider the involvement of this project was because of St Vincent de Paul. She added that St. Vincent de Paul has done great things to help this community and feels with HUD's contribution, plus the City, will be a win/win for the community.

Commissioner Jordan inquired if her company will manage the properties once they are completed.

Ms. Rogers commented that they will be self-managed.

Commissioner Rasor inquired what happens to these properties after the 40 years has ended.

Ms. Rogers answered at the end of the term, the owner could sell, but since these properties are non-profit, they would hope to extend the contract.

Commissioner Rasor inquired if the proposed parking will be adequate.

Ms. Rogers commented that the amount of parking is based on the requirements needed for the project and they feel their goal is to try and preserve the area as open space rather than to cover it with asphalt.

Vickie Stoner, 3565 Fruitland Lane, Coeur d'Alene, commented that she lives across the street from this property and is surprised how big this project is going to be. She added that she is happy to hear that there will be senior housing proposed for this project.

Carrie Neils, 2931 Howard Street, Coeur d'Alene commented she has lived in the area awhile and works with the elderly. She is concerned that there seems to be a lot of vacant buildings not being used. She commented that her biggest concern is that with the increase of children forcing the school to have to change their boundaries to accommodate the increase.

Commissioner Messina commented that he is sympathetic to the concerns brought forward but feels that this project will be a benefit to the City and one step closer to the goal of providing a low-income project to the community.

**Rebuttal:**

Troy Tymeson commented that he would like to thank the Commission on hearing this request and feels fortunate that HUD is helping to provide the funding to make this project a success. He added with the amount of people who qualify for this type of home, they would not have a problem filling these apartments in 30 days. He described these buildings to be a showplace that the City and community will be proud of when the project is completed. He commented that this is the perfect area for this project.

Commissioner Bowlby commented that she feels comfortable with what is presented and excited that part of the project will be aimed for senior housing.

Mr. Tymeson explained that R-8 zoning is requested to provide senior housing in the future.

Commissioner Luttrupp noticed that City Link had a stop located across Appleway and inquired if the City could ask City Link to place a stop closer to this project.

Mr. Tymeson commented that they will be talking with City Link to place a stop closer to this project and feels that if that is not accomplished the project will lose a lot of merit.

Commissioner Luttrupp commented that he supports this project and feels by replacing the existing mobile homes with something that is comparable and affordable; it will be an asset for the City. He added, as a community, we need to make this project an example for other developments to follow in the future.

Commissioner Jordan commented that this will be a great project and a step forward to provide lower income housing to the citizens.

**Motion by Razor, seconded by Luttrupp, to approve Item ZC-2-08. Motion approved.**

**ROLL CALL:**

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

Motion to approve carried by a 5 to 0 vote.

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

**A. INTRODUCTION**

**This matter having come before the Coeur d'Alene Planning Commission on April 8, 2008, and there being present a person requesting approval of ITEM ZC-2-08, a request for a zone change from MH8 (Mobile Home at 8 units/acre) to R-17 (Residential at 17 units/acre).**

**LOCATION: +/- 3.2 acre parcel at 3825 Fruitland Lane.**

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

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

- B1. That the existing land uses are residential: single-family, mobile homes and duplex.**
- B2. That the Comprehensive Plan Map designation is Transition.**
- B3. That the zoning is MH-8 (Mobile home, 8 units/acre).**
- B4. That the notice of public hearing was published on March 22, 2008 and April 1, 2008, which fulfills the legal requirement.**
- B5. That the notice of public hearing was posted on the property on March 23, 2008, which fulfills the legal requirement.**
- B6. That 10 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on March 21, 2008, and 5 responses were received: 1 in favor, 3 opposed, and 1 neutral**
- B7. That public testimony was heard on April 8, 2008, including but not limited to:**

**John Stamsos, Associate Planner.**

Mr. Stamsos stated that the City of Coeur d'Alene was seeking a zone change from MH-8 to R-17 and a Planned Unit Development. The parcel is approximately 3.2-acre parcel at 3825 Fruitland Lane. Mr. Stamsos reviewed the staff analysis for land use, neighborhood characteristics, utilities, traffic and streets. He noted that the PUD would authorize a parking ratio of one parking space per unit for a total of 51 parking spaces for the planned 51 units for low income elderly and disabled persons. Mr. Stamsos further testified that the zoning in the area is a mixture of MH-8, R-12, R-17 and C-17. He testified that the current density of the area is approximately 2.5-3 units per acre, which would accommodate significantly more

density in the area given the Comprehensive Plans projection of 8 units per acre. He also testified that approximately 52% of the property will be left as open space.

**Troy Tymesen, Finance Director.**

Mr. Tymesen spoke on behalf of the applicant. He testified that this is an affordable housing project is a HUD funded project being built in conjunction with St. Vincent de Paul. The units in the initial phase will be approximately 500 square feet. He also testified that people living in affordable housing units are less likely to have cars and hence less parking is required.

**Sheryldene Rogers, Goodale & Barbieri, 818 W. Riverside # 300, Spokane, WA 99201**

Ms. Rogers testified on behalf of the applicant. Ms. Rogers testified that she has developed and managed projects like this for the past 15 years. Based on her experience, she testified that the residents of these types of units are unable to live in market rate units because of their disabilities. She testified that they will be compatible with the surrounding area. Ms. Rogers also addressed reduced need for parking in housing developments of this type. Such parking schemes have been used with success in several cities in Washington. Because very low income disabled residents are most likely to live alone, normal parking requirements are unrealistic. Ms. Rogers was asked about the possibility of the property transitioning to open housing after the 40-year commitment from the Department of Housing and Urban Development (HUD) ends. In response, she stated that other subsidized housing facilities with which she is familiar have maintained their commitment to providing low income housing as the sponsors of such housing are non-profit corporations committed to serving the public.

**Vicky Stoner, 3345 Fruitland Lane**

Ms. Stoner testified that the area is quiet and "farmlike". She was pleased to hear about the senior housing because she was concerned that the whole project would be for disabled persons. She also inquired about the number of the units to be built.

**Kari Neals, 2931 Howard Street**

Ms. Neals spoke in opposition to the zone change and PUD. She noted that numerous areas have been developed in the immediate area. She expressed concern about the change in school bus routes and school assignments that may happen as a result of extending Neider Avenue and Howard Street. Ms. Neals noted that there are other housing options for seniors and that they are not filled. Ms. Neals also stated that she believes the City's money would be better spent on other projects.

**B8. That this proposal is in conformance with the Comprehensive Plan policies.**

We find that the proposed zone change is in conformance with the Comprehensive Plan as follows:

The proposed zone change is a transition area within the Fruitland land use area, which anticipates development of multi-family uses adjacent to a commercial corridor. This zone

change would allow for multi-family housing in close proximity to the Highway 95 commercial corridor. Additionally, the Fruitland land use area anticipates a density of approximately 8 units per acres. The current density of the area is approximately 2.5 to 3 units per acre. As such, there is sufficient density available in this area to accommodate this request. In addition, we find that the following additional Comprehensive Plan policies are achieved by this subdivision:

Objective 1.11 - Community Design.

Objective 1.12 - Community Design.

Objective 1.13 – Open Space.

Objective 1.14 – Efficiency.

Objective 2.02 – Economic and Workforce Development.

Objective 3.08 – Housing.

Objective 3.10 – Affordable and Workforce Housing.

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

The staff report indicates that adequate sewer, water, police and fire services are available for the subject property. Additionally, the staff report indicates that street system will provide adequate access to the property. There was no testimony received at the public hearing that indicated that this is not the case. As such, we find that the provisions for these requirements are adequate.

**B10. That the physical characteristics of the site make it suitable for the request at this time because:**

The site is essentially flat as such we find that the physical characteristics of the site do make it suitable for the requested zoning.

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

Traffic impact to the surrounding neighborhoods should be minimal given the proximity of this property to the Highway 95 corridor and the construction of Neider Ave. and Howard St.. With regard to neighborhood character and compatibility with existing land uses, the proposed zone change would allow multi-family housing in an area that is transitioning from mobile home use to multi-family uses at either 12 or 17 units per acre. All of these uses are residential in nature and are compatible with each other. Given the above we find that the proposed development will not adversely affect the surrounding neighborhood at this time with regard to traffic, neighborhood character and existing land uses.

### **C. ORDER: CONCLUSION AND DECISION**

The Planning and Zoning Commission, pursuant to the aforementioned, finds that the request of **The City of Coeur d'Alene** for approval of the planned unit development, as described in the application should be **approved**.

Special conditions applied are:

1. The formation of a homeowners association, pursuant to Section 17.07.235 of the Municipal Code, to ensure the perpetual maintenance of all open space areas.
2. Install sanitary sewer main lines and appurtenances in both Neider Avenue and Howard Street to the westerly and northerly boundaries of the subject property.
3. Connect the existing water main lines in Fruitland Lane and Howard Street with a twelve inch (12") loop. Install all appurtenances and fire hydrants necessary in both Neider Avenue and Howard Street and "stub out" of Howard Street for future extension to the north.
4. Construct Neider Avenue to a full forty foot (40') road section and Howard Street to a full thirty six foot (40') road section with concrete curbing on both sides and sidewalk along the frontages of the subject property. Both Howard and Fruitland will be required to be constructed from the current end of asphalt to the Fruitland/Howard intersection. Install concrete curb, sidewalk and pavement widening along the Fruitland Lane frontage to meet current City standards.
5. Utilize centralized storm water swale locations in lieu of curbside swales to facilitate maintenance.

### **D. ORDINANCES AND STANDARDS USED IN EVALUATION**

Comprehensive Plan - 2007.

Transportation Plan.

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.

Coeur d'Alene Bikeways Plan.

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

ZC-2-08

April 8, 2008

ROLL CALL:

Commissioner Bowlby Voted Aye

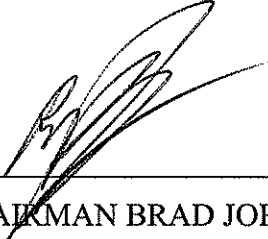
Commissioner Messina Voted Aye

Commissioner Rasor Voted Aye

Commissioner Evans Voted Aye

Commissioner Luttropp was absent.

Motion to approve carried by a 4 to 0 vote.



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CHAIRMAN BRAD JORDAN

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

**A. INTRODUCTION**

This matter having come before the City Council on May 20, 2008, and there being present a person requesting approval of ITEM ZC-2-08 , a request for a zone change from MH-8 (Mobile Home at 8 units/acre) to R-17 (Residential at 17 units/acre)

LOCATION: +/- 3.25 acre parcel at 3285 Fruitland Lane

APPLICANT: The City of Coeur d'Alene

**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 include residential – mobile homes, single-family, duplex and multi-family, commercial, civic and vacant land.
- B2. That the Comprehensive Plan Map designation is Transition.
- B3. That the zoning is MH-8 (Mobile Home at 8 units/acre)
- B4. That the notice of public hearing was published on May 3, 2008, and May 13, 2008, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on May 5, 2008, which fulfills the proper legal requirement.
- B6. That 105 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on May 2, 2008, and \_\_\_\_\_ responses were received: \_\_\_\_\_ in favor, \_\_\_\_\_ opposed, and \_\_\_\_\_ neutral.
- B7. That public testimony was heard on May 20, 2008.
- 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 **THE CITY OF COEUR D'ALENE** for a zone change, as described in the application should be **(approved) (denied) (denied without prejudice)**.

Special conditions applied are as follows:

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

ROLL CALL:

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

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

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

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

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MAYOR SANDI BLOEM

COUNCIL BILL 08-1010  
ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE 3314, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2007 APPROPRIATING THE SUM OF ~~\$66,679,040~~ \$71,317,159, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D'ALENE IN THE SUM OF \$4,638,119; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1

That Section 1 of Ordinance 3314, Ordinance of the City of Coeur d'Alene, be and the same is hereby amended to read as follows:

That the sum of ~~\$66,679,040~~ \$71,317,159, be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Coeur d'Alene, Kootenai County, Idaho, for the fiscal year beginning October 1, 2007.

Section 2

That Section 2 of Ordinance 3314; Ordinances of the City of Coeur d'Alene be and the same is hereby amended to read as follows:

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

**GENERAL FUND EXPENDITURES:**

|                           |    |                      |           |
|---------------------------|----|----------------------|-----------|
| Mayor and Council-----    | \$ | <del>193,585</del>   | 196,349   |
| Administration-----       |    | 787,352              |           |
| Finance Department-----   |    | 771,370              |           |
| Municipal Services-----   |    | <del>1,251,108</del> | 1,278,991 |
| Human Resources-----      |    | 244,632              |           |
| Legal Department-----     |    | 1,211,519            |           |
| Planning Department-----  |    | 546,406              |           |
| Building Maintenance----- |    | <del>527,636</del>   | 541,636   |
| Police Department-----    |    | <del>8,675,965</del> | 8,732,252 |
| K.C.J.A. Task Force-----  |    | <del>24,340</del>    | 149,340   |
| C.O.P.S. Grant-----       |    | 58,061               |           |
| Byrne Grant-----          |    | <del>45,730</del>    | 136,392   |
| Fire Department-----      |    | 5,879,934            |           |
| General Government-----   |    | <del>344,313</del>   | 1,649,340 |
| Engineering Services----- |    | <del>1,310,081</del> | 1,459,988 |
| Streets/Garage-----       |    | <del>2,351,755</del> | 2,434,730 |

|                                           |                                |                                |
|-------------------------------------------|--------------------------------|--------------------------------|
| Parks Department-----                     | 1,643,316                      |                                |
| Recreation Department-----                | 800,110                        | 823,517                        |
| Building Inspection-----                  | 834,321                        |                                |
| <b>TOTAL GENERAL FUND EXPENDITURES:</b>   | <u><del>\$27,501,534</del></u> | <u><del>\$29,379,446</del></u> |
| <b>SPECIAL REVENUE FUND EXPENDITURES:</b> |                                |                                |
| Library Fund-----                         | \$ <del>1,074,027</del>        | 1,085,112                      |
| Impact Fee Fund-----                      | 585,000                        |                                |
| Parks Capital Improvements-----           | <del>487,500</del>             | 737,500                        |
| Annexation Fee Fund-----                  | 230,000                        |                                |
| Insurance / Risk Management-----          | <del>310,500</del>             | 350,500                        |
| Cemetery Fund-----                        | 293,738                        |                                |
| <b>TOTAL SPECIAL FUNDS:</b>               | <u><del>\$ 2,980,765</del></u> | <u><del>\$3,281,850</del></u>  |
| <b>ENTERPRISE FUND EXPENDITURES:</b>      |                                |                                |
| Street Lighting Fund-----                 | \$ 560,203                     |                                |
| Water Fund-----                           | <del>6,284,904</del>           | 6,300,904                      |
| Wastewater Fund-----                      | <del>13,001,464</del>          | 14,570,736                     |
| Water Cap Fee Fund-----                   | 960,000                        |                                |
| WWTP Cap Fees Fund-----                   | 2,482,683                      |                                |
| Sanitation Fund-----                      | 3,025,984                      |                                |
| City Parking Fund-----                    | <del>167,132</del>             | 240,982                        |
| Stormwater Management-----                | <del>1,504,169</del>           |                                |
| <b>TOTAL ENTERPRISE EXPENDITURES:</b>     | <u><del>\$27,986,539</del></u> | <u><del>\$29,645,661</del></u> |
| TRUST AND AGENCY FUNDS:-----              | <del>2,647,708</del>           | 3,147,708                      |
| STREET CAPITAL PROJECTS FUNDS:-----       | 250,000                        |                                |
| 2006 GO BOND CAPITAL PROJECT FUND:-       | <del>2,940,015</del>           | 3,240,015                      |
| DEBT SERVICE FUNDS:-----                  | <del>2,372,479</del>           |                                |
| <b>GRAND TOTAL OF ALL EXPENDITURES:</b>   | <u><del>\$66,679,040</del></u> | <u><del>\$71,317,159</del></u> |

### Section 3

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

### Section 4

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

APPROVED by this Mayor this 20th day of May, 2008.

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

ATTEST:

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Susan K. Weathers, City Clerk