



Coeur d'Alene

CITY COUNCIL MEETING

July 6, 2010

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM
JUNE 15, 2010**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room June 15, 2010 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

Mike Kennedy) Excused - representing the City at the AIC Conference

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

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

PRESENTATION – 4TH STREET SCULPTURE BIKE RACKS – RIBBON CUTTING: Mayor Bloem, along with two of the bicycle rack artists, conducted a ribbon cutting in commemoration of the new bicycle racks placed along 4th Street as part of the Improvement Project. Arts Commission members Elisabeth Garland and Fred Ogram and liaison Steve Anthony gave a presentation of the various sculpture-designed bike racks placed along 4th Street.

PUBLIC COMMENT:

4th OF JULY PARKING: Terry Cooper, Downtown Association, requested Council approve the Chamber's request to allow the public parking lots to have a \$10.00 parking fee with \$5.00 being donated to the Chamber for the 4th of July fireworks. Debbie Berger, Chamber of Commerce Fireworks Coordinator also requested the use of public parking lots for raising funds for 4th of July Fireworks.

CONSENT CALENDAR: Motion by Goodlander, seconded by Edinger to approve the Consent Calendar as presented.

1. Approval of minutes for June 1, 8, 2010.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, June 21st at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 10-019: 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 APPROVING A MEMORANDUM OF AGREEMENT WITH IDAHO DEPARTMENT OF LANDS FOR FEDERAL EXCESS PROPERTY USE; ADOPTING POLICIES: LEAK CREDIT INTERNAL PROCEDURES / UTILITY BILL ADJUSTMENT – LEAK CREDIT; APPROVING AMENDMENT NO. 2 TO THE AGREEMENT WITH HDR ENGINEERING, INC. FOR RECOATING WWTP

SECONDARY CLARIFIER #2 AND BID AWARD AND CONTRACT WITH MDM CONSTRUCTION FOR THE HOWARD STREET IMPROVEMENT PROJECT.

4. Setting of public hearing for amendments to Community Development Block Grant Plan Year 2009 and Plan Year 2010 for July 6, 2010.
5. Approval of bills as submitted and on file in the Office of the City Clerk.
6. Approval of cemetery lot repurchase from Alice Williams.
7. Approval of horse drawn carriage rides in the Downtown area for each Sunday during the months of July and August.

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

COUNCIL ANNOUNCEMENTS:

COUNCILMAN GOODLANDER: Councilman Goodlander announced that “Take Time”, the Arts Commission project on the east end of Sherman is being dedicated on Coeur d’Alene Lake Drive Wednesday, June 30th, 2:30 p.m. She announced a call to gardeners in Coeur d’Alene and Post Falls for the xeriscape gardening contest. Councilman Goodlander introduced the members of Boy Scout Troop No. 3 who were in attendance at tonight’s Council meeting.

COUNCILMAN MC EVERS : Councilman McEvers announced that next Monday is National Skateboard Day and it will be celebrated with a parade and celebrations at the Skateboard Park

COMMITTEE APPOINTMENTS: Motion by Edinger, seconded by Hassell to reappoint Rod Colwell to the Lake City Development Corporation and to appoint Joseph Sharnetsky to the Arts Commission. Motion carried.

ADMINISTRATOR’S REPORT: City Administrator Wendy Gabriel reported that a groundbreaking ceremony was held yesterday (6/14) at the site of the new dog park. The Parks & Recreation Commission has been in regular contact with the Kootenai County Dog Park Association regarding the fundraising and planning for the off-leash dog park. The Parks & Recreation Commission heard from the association on Monday that the group has raised all but \$1,400 of their target of \$54,000. They have collected \$22,600 of a \$24,000 cash goal, and \$30,000 in materials and in-kind labor. They will likely have reached or exceeded their cash goal before the month is out. The agreement with School District 271 to use its property has been signed by the School District and the city. Summer Reading begins today in the Lake City and offers programs for ages newborn to 13 with the theme, “Make a Splash at the Library.” Programs include: “Picnic in the Park Preschool Program” for ages 3 – 5; “Inspired by Nature – An Art & Writing Workshop for Kids” for ages 9 – 12; “Ocarina Club” for ages 9-13; “Friday Film Festival” for kids of all ages; “Book Babies Lap-Sit” for ages newborn to 2; “Tales for Twos and Threes,” for ages 2 – 3; “Preschool Storytime” for ages 3 – 5; “LEGO Club” for ages 5 – 10; and “YRCA Book Club” for ages 8 – 12. For more information on all of these programs, call David Townsend at the Library at 769-2426 or visit www.cdalibrary.org. 52% of Americans want to bike more than they do, but only 27% of the population ride a bike at least once a year. One of the obstacles people face is distance. If you live farther away from your destination than you are comfortable with for biking purposes, you might consider putting your bike in your car, driving part-way, parking your vehicle, then taking your bike out, and biking the rest of the way. The City of Coeur d’Alene has posted information on our city website regarding street closures during the Ironman Triathlon event on June 27th. Please visit our website at www.cdaid.org for

more information. We have a vacancy on the Planning Commission. If you are interested in serving, please contact Shana Stuhlmiller in the Planning Department at 769-2240. The City of Coeur d'Alene received an award of \$133,512.00 from American Recovery and Reinvestment Act funds to perform public tree maintenance work. It is one of four communities in Kootenai and Bonner counties to receive such an award. ARRA funding will save abutting property owners the maintenance costs for trees in greatest need of pruning or removal. However, abutting property owners will still be responsible for planting replacement trees for street trees that are removed. Please call our Urban Forester, Karen Haskew, 769-2266, for details. The Association of Idaho Cities has awarded the City of Coeur d'Alene three achievement awards for its "Brine Facility," "Fallen Heroes Plaza," and "Mudgy and Millie." These programs are examples of collaboration, partnership, and the commitment to making the community a better place to live.

RESOLUTION NO. 10-022

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR FY 10 SAFE ROUTES TO SCHOOL PROJECT NO. A011(996), WITH IDAHO TRANSPORTATION DEPARTMENT (ITD).

Motion by Hassell, seconded by McEvers to adopt Resolution 10-022.

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

RESOLUTION NO. 10-023

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR FY 11 SAFE ROUTES TO SCHOOL PROJECT NO. A012(021), WITH IDAHO TRANSPORTATION DEPARTMENT (ITD)

Motion by Hassell, seconded by McEvers to adopt Resolution 10-023.

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

RESOLUTION NO. 10-020

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A LEASE AGREEMENT FOR THE 4TH OF JULY PARKING LOT LEASE, WITH THE COEUR D'ALENE CHAMBER OF COMMERCE.

Motion by Hassell, seconded by Goodlander to adopt Resolution 10-020.

DISCUSSION: Councilman Hassell noted that 40% of the parking lot funds go towards the Parks Capital improvement fund and the Chamber will pay the City \$7,000 which has been the normal amount of funds received during the 4th of July. Councilman McEvers voiced his concern that once we start something like this it keeps going. Councilman Goodlander noted that the LCDC

parking lot was not taken away from Sorensen School as they did not request to lease it this year and believes that it is a good idea to allow the Chamber to use the parking lots as a means to fund the annual fireworks show. Councilman Bruning noted that he had received a number of phone calls and emails all negative remarks towards this lease with the main comments that the City is setting a dangerous precedent and possibly “price gouging”. Councilman Edinger received several phone calls all opposed to this proposal and all of them commenting that this is setting a dangerous precedent as well as questioning what the City’s revenue from this increased parking cost is. Troy Tymesen explained that the funds received go to the Parking Fund. Diamond Parking manages the parking lots for the City. Over the past three years, event parking on the 4th of July has made the City \$7,000 which is what the City will again receive this year. Councilman Edinger asked Terry Cooper if someone parked at 9:00 a.m. in the morning on the 4th of July, goes home and then comes back in the evening would they have to pay the \$10.00 parking twice. Mr. Cooper responded yes they would; however, there is free parking on Sherman as well as \$5.00 parking in the various private parking lots. Councilman Edinger asked how the Chamber came up with doubling the parking fee. Mr. Cooper responded that this is an attempt to make up for the loss of the \$10,000 contributor that the Chamber had in years past. Councilman Edinger voiced his concern of setting a precedent. Councilman Bruning asked what would happen if the Chamber did not get this lease. Mr. Cooper responded that the fund-raising is ongoing and if not enough donations are made the fireworks show would be reduced. Councilman Bruning asked Mr. Tymesen if the City has leased out City parking lots perviously. Mr. Tymesen responded that Ironman does have use of the 3rd Street parking lot and other events such as car auctions have leased parking lots. Mayor Bloem noted that there are a large number of out-of-state vehicles in our parking lots on the 4th of July and this is an opportunity for these guests to our community to participate in the funding of this event and she also noted that this agreement is a one-year agreement.

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

ORDINANCE NO. 3386
Council Bill No. 10-1010

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, TO CORRECT DRAFTING ERRORS IN SECTIONS 15.32.040 AND 15.32.210; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Edinger, seconded by Bruning to pass the first reading of Council Bill No. 10-1010.

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

Motion by Goodlander, seconded by McEvers to suspend the rules and to adopt Council Bill No. 10-1010 by its having had one reading by title only.

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

PUBLIC HEARING – LID 149 FINAL ASSESSMENT ROLL FOR 4TH STREET IMPROVEMENT PROJECT: Mayor Bloem read the rules of order for the public hearing. Dennis Grant, Project Manager, gave the staff report.

Mr. Grant reported that the total project cost was approximately \$2,904,000. The City's portion was \$1,000,000 (34%), LCDC contributed \$1,674,000 (56%) and the LID will provide \$252,210.77 (8%). He noted that individual property assessments were calculated based on frontage foot and benefits derived and that the assessments will be paid off over ten years, which is the term of the financing.

WRITTEN PROTESTS: City Clerk Susan Weathers reported that she had received three written protests to the final assessments: Robert Powell wrote that he does not agree with the changes and opposes his total assessment; Dusty Rhoads on behalf of the American Legion, objects to the cost of the enhancements of \$619.92; and, Mr. Gary True who also objects to the cost of the enhancements of \$327.54 for his property at 810 N.4th Street and \$277.15 for 812 N. 4th Street. She distributed copies of the written protests to the City Council for their review.

PUBLIC COMMENTS: Dusty Rhoads, representing the American Legion Post 14, 754 N. 4th Street, explained that the Legion accepts the base assessment; however, they do not agree with the enhancements and thus oppose being assessed the \$619.92. Dennis Grant explained the enhancements to the Midtown area as a part of this LID project. Councilman Goodlander commented that she believed that LCDC was going to pay for all the enhancements for Midtown. Mr. Grant noted that since the creation of LID 149, additional enhancements had been agreed upon by the owners of Midtown and the assessment include those enhancements. City Engineer Gordon Dobler noted that the assessment notices mailed out for this public hearing contained the same assessment amounts that the owners were notified of 1-½ years ago when the preliminary assessment roll had its public hearing. Gary True, 810 and 812 N. 4th Street, believes that LCDC was going to pay for the enhancements and noted that he believes the project is not complete and he should not be paying for things that were not done but promised such as a park and additional parking lots. Dennis Grant responded that the dead trees will be replaced at no additional cost and the sidewalk will be repaired at no additional cost. In regard to the pocket park and parking lots, they were not included in the cost of the LID but, rather, are LCDC owned projects. Mr. Tymesen noted that the first annual payment for this LID is in one year.

DISPOSITION OF PROTESTS: Motion by Hassell, seconded by Bruning to deny the written protest of Robert Powell. Motion carried. Motion by Hassell, seconded by Bruning to deny the written protests of the American Legion Kootenai Post 14 and Gary True. Motion carried.

RESOLUTION NO. 10-021

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, CONSIDERING AND DISPOSING OF PROTESTS REGARDING LOCAL IMPROVEMENT DISTRICT NO. 149; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

Motion by Hassell, seconded by Bruning to adopt Resolution 10-021.

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

ORDINANCE NO. 3385
Council Bill No. 10-1011

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING AND CONFIRMING THE ASSESSMENT ROLL OF ITS LOCAL IMPROVEMENT DISTRICT NO. 149 FOR THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF IMPROVEMENTS TO SAID STORM SEWER LINES AND FACILITIES, AND ASPHALT, CURB AND SIDEWALK IMPROVEMENTS WITHIN THE LIMITS OF LOCAL IMPROVEMENT DISTRICT NO. 149; PROVIDING FOR ASSESSMENTS, PROVIDING FOR THE APPEAL PROCEDURE, PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

Motion by Edinger, seconded by McEvers to pass the first reading of Council Bill No.10-1011.

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

Motion by Goodlander, seconded by McEvers to suspend the rules and to adopt Council Bill No. 10-1011 by its having had one reading by title only.

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

PUBLIC HEARING – ZC-1-10 – ZONE CHANGE AT 909 AND 927 W. RIVER AVENUE:
Mayor Bloem declared a conflict of interest due to being a member of the NIC Foundation Board. Mayor Pro Tem Edinger read the rules of the order for this public hearing. John Stamsos, Association Planner, gave the staff report.

Mr. Stamsos gave the applicant's name as North Idaho College and the North Idaho College Foundation, the location as an approximate 1.1 acre parcel at 909 and 927 West River Avenue, and a request for a zone change from R-17 for parcel "A" and from LM for Parcel "B" to C-17.

Mr. Stamsos gave the staff analyses for land use, neighborhood characteristics, Comprehensive Plan, zoning, utilities, streets/traffic, and stormwater. He noted that on April 23, 2010 the Planning Commission recommended approval of the zone change.

Mr. Stamsos reported that on May 28, 2010, nine notices of tonight's public hearing were mailed to all property owners of record within three-hundred feet of the subject property with 3 neutral responses being received from the Highway District and the Idaho Department of Lands.

PUBLIC COMMENTS: Marc Lyons, 700 Northwest Blvd., attorney for the NIC Foundation, requested approval of the requested zone change noting that it is consistent with the existing and future zoning of the campus property.

MOTION: Motion by Goodlander, seconded by Bruning to approve the requested zone change to C-17 and to adopt the Findings and Order of the Planning Commission. ROLL CALL: Bruning, Aye; Edinger, Aye; Goodlander, Aye; Hassell, Aye; McEvers, Aye. Motion carried.

EXECUTIVE SESSION: Motion by Hassell, seconded by Bruning to enter into Executive Session as provided by I.C. 67-2345 § F: To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel as executive session does not satisfy this requirement.

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

The session began at 7:45 p.m. Members presented were the Mayor, City Council, City Administrator, Deputy City Administrator and City Attorney.

Matters discussed were those of litigation. No action was taken and the Council returned to regular session at 8:35 p.m.

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

The meeting adjourned at 8:35 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, CMC
City Clerk

RESOLUTION NO. 10-024

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING CHANGE ORDER NO 2 TO THE MEMORANDUM OF AGREEMENT WITH GEOENGINEERS FOR THE WWTP TMDL FACILITATION; APPROVING RULES AND REGULATIONS SPECIFIC TO THE OF-LEASH DOG PARK ON ATLAS ROAD; APPROVING AN EQUIPMENT RENTAL AGREEMENT WITH THE IDAHO DEPARTMENT OF LANDS; APPROVING S-1-09 FINAL PLAT APPROVAL AND SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVERVIEW VENTURES, LLC FOR TWENTY-SIX SUBDIVISION; APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH J-U-B- ENGINEERS FOR THE EDUCATION CORRIDOR INFRASTRUCTURE DESIGN; AND APPROVING A CONTRACT WITH ALPHA SERVICES, LLC FOR THE TUBBS HILL FUEL REDUCTION AND NON-NATIVE CONTROL.

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

- 1) Approving Change Order No. 2 to the Memorandum of Agreement with GeoEngineers for the WWTP TMDL Facilitation;
- 2) Approving Rules and Regulations specific to the of-leash dog park on Atlas Road;
- 3) Approving an Equipment Rental Agreement with the Idaho Department of Lands;
- 4) Approving S-1-09 Final Plat Approval and Subdivision Improvement Agreement with Riverview Ventures, LLC for Twenty-Six Subdivision;
- 5) Approving a Professional Services Agreement with J-U-B- Engineers for the Education Corridor Infrastructure Design;
- 6) Approving a Contract with Alpha Services, LLC for the Tubbs Hill Fuel Reduction and Non-Native Control;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the

form attached hereto as Exhibits "1 through 6" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 6th day of July, 2010.

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 _____.

**Public Works Committee
Staff Report**

To: Public Works Committee

From: H. Sid Fredrickson, Wastewater Supt.



Date: July 6, 2010

Subj: Contract Amendment for TMDL Facilitator - GeoEngineers, Inc.

DECISION POINT:

Council may wish to approve the contact amendment for GeoEngineers, Inc. for facilitation services for the Spokane River Stewardship Partners for the Washington Total Maximum Daily Load (TMDL). The cost per partner is not to exceed \$10,750 each.

HISTORY:

The Spokane River Stewardship Partners entered into contract with GeoEngineers, Inc. several years ago to assist the dischargers and Avista with meetings and discussions with EPA and the Washington Department of Ecology during the development of the Spokane River dissolved oxygen TMDL. There is still a need for these ongoing services until the end of 2010.

FINANCIAL ANALYSIS:

Each partner will contribute \$10,750 to this amendment for a total of \$96,750. There is still \$162,000 remaining in this line item in the current fiscal year.

PERFORMANCE ANALYSIS:

We are still moving along a critical path in trying to reach acceptable interpretations of various components and implementation strategies with the agencies over the TMDL. Several components could be key in our ability to comply with the requirements of the document. It is to all of the partners' interest to continue these facilitated discussions. Attached is GeoEngineers explanation memo and the contract amendment.

DECISION POINT:

Council may wish to approve the contact amendment for GeoEngineers, Inc. for facilitation services for the Spokane River Stewardship Partners for the Washington Total Maximum Daily Load (TMDL). The cost per partner is not to exceed \$10,750 each.

**Change Order No. 2 to the Memorandum of Agreement between
The Stakeholders and GeoEngineers**

Effective Date: July 1, 2010
Project/Task: Spokane River Total Maximum Daily Load Review
Consultant: GeoEngineers, Inc.

Background:

The Memorandum of Agreement ("MOA") applicable under this Change Order was entered into between the Cities of Coeur d'Alene, Post Falls and Spokane, Spokane County, Kaiser Aluminum Fabricated Products, LLC, Avista Corporation dba Avista Utilities ("Avista"), Hayden Area Regional Sewer Board, Inland Empire Paper Company, the Liberty Lake Sewer and Water District (collectively, the "Stakeholders") and GeoEngineers, Inc. ("Consultant"); collectively referred to as the "Parties". The MOA was incorporated into the Services Agreement ("Agreement") entered into between Consultant and Avista on behalf of the Stakeholders for TMDL review as Exhibit E.

Description of Change:

The purpose of this Change Order is to increase the budget approved under Change Order No. 1 to the MOA (effective July 1, 2009) to ensure that the budget for the remainder of 2010 is adequate to cover additional on-call services related to the Stakeholders' review of the Spokane River TMDL.

Reason for Changes:

The budget approved pursuant to Change Order No. 1 to the MOA is not adequate to cover the estimated costs for Consultant's services for the remainder of the 2010 as described in Consultant's attached Memorandum dated June 9, 2010, incorporated into this Change Order and the MOA as "Exhibit H".

Attachments: Exhibit H – Consultant's additional cost estimates.

Compensation:

The Compensation described in Change Order No. 1 to the MOA will be increased by an additional \$10,750 per Stakeholder for the additional costs described in Exhibit H.

MOA Budget pursuant to Change Order No. 1 to the MOA:	\$193,500
New Not-to-Exceed Budget:	\$290,250

Except as set forth in this Change Order, all other terms of the MOA remain in full force and effect.

This MOA has been signed by each of the Parties' authorized representatives as set forth below.

Avista Corporation dba Avista Utilities

By _____

Its: _____

Spokane County

By _____

Its: _____

Change Order No. 2 to the Memorandum of Agreement ("MOA") (continued)

City of Spokane

By _____
Its: _____

City of Coeur d'Alene

By _____
Its: _____

City of Post Falls

By _____
Its: _____

Liberty Lake Sewer and Water District

By _____
Its: _____

Kaiser Aluminum Fabricated Products, LLC

By _____
Its: _____

Inland Empire Paper Company

By _____
Its: _____

Hayden Area Regional Sewer Board

By _____
Its: _____

GeoEngineers, Inc.

By _____
Its: _____

TO: Spokane River Stewardship Partners, Executive Committee
FROM: Sarah Hubbard-Gray
DATE: June 9, 2010
FILE: 2522-048-00
SUBJECT: SRSP Coordination and Facilitation, Contract Amendment

"Exhibit H"

As discussed at our last Spokane River Stewardship Partners (SRSP) meeting, the current authorized budget for GeoEngineers to support the SRSP coordination and facilitation needs has been expended (this budget was anticipated to support needs through December 2009, but has carried support through May 2010 due to agency delays and shifts in anticipated needs).

Another contract amendment and budget increase is needed to support the SRSP through the end of 2010 to continue to provide coordination and facilitation support as the TMDL transitions into implementation and development of a water quality trading program. The purpose of this memo is to provide you the estimate of the additional funds needed to support the SRSP through December 2010. Please review the cost estimate below and let me know if you have questions.

Cost estimate for GeoEngineers to continue to provide SRSP coordination and facilitation support through December 2010:

Cost estimate:	Cost estimate per Partner (1/9 th share):
\$96,750	\$10,750

The above cost estimate is based on the previous level of support that has been provided to support the SRSP coordination and facilitation needs. Note that the project billing is based on actual time and expenses incurred, and that we will continue to always look for ways to keep costs down and come in under the estimated budget amount.

As the next step, Avista will develop a contract amendment that references this memo and send it to each of you for signature (this is the same process used when the July 2009 budget increase and contract amendment was processed).

We look forward to continuing to support the SRSP in the coming months!!

**GENERAL SERVICES AGENDA
STAFF REPORT**

June 16, 2010

From: Doug Eastwood, Parks Director

RE: DOG PARK RULES AND REGULATIONS

Decision Point: Recommend a set of rules and regulations specific to the off-leash dog park.

History: We are in the process of developing a temporary dog park on School District property adjacent to Northshire Park. The City and the School District have entered into an agreement whereby the City will manage the property where the dog park is located including enforcement of rules and regulations. There is a grass roots organization; The Kootenai Count Dog Park Association (KCDPA) that has been working with the Parks Department on the rules and regulations. The KCDPA met with the Parks & Recreation Commission on June 14th and the Parks & Recreation Commission is recommending the adoption of the attached rules and regulations.

Financial Analysis: The KCDPA has raised the funds to develop the off-leash dog park and this will included the making of signs identifying the rules and regulations. The Animal Control section of the CDA Police Department has also reviewed the rules and regulations. The dog park itself is expected to be self-policing with regard to dog owners cleaning up after their pets and reminding other visitors to adhere to the rules. The Parks Department will maintain the site when we are at Northshire Park for routine park maintenance. The KCDPA has offered to assist with any special projects on the off-leash dog park site.

Performance Analysis: An off-leash dog park has been a request of the community for several years and surfaced as one of the top three requests in our recent Parks Master Plan update. Kootenai County also recognizes the need for a regional off-leash dog park and has dedicated seven acres of county property across from Ramsey Park. That site, at this time, does not have vehicle or pedestrian access or utilities but all of those needs are being addressed and will likely be in place within the next two to three years. Our agreement to use the school property is only for three years or until such time that the school district needs the property for an elementary school.

Decision Point: Recommend to the City Council to adopt the attached set of rules and regulations that are specific to the off-leash dog park.

ATTENTION ALL DOGS AND DOG OWNERS:
Please read the following Rules & Regulations

1. It is the responsibility of the dog owner or guardian to know all rules and regulations concerning the dog park. (It is helpful if the dog knows the rules also)
2. Lack of responsible dog or guardian behavior may result in a citation being issued to the owner/guardian. (This is not good – you don't want to be that person)
3. All users of the off-leash area must abide by the posted rules. (No exceptions – this applies to everyone)
4. Owner/Guardian of dog is responsible for cleaning up and properly disposing of dog excrement. (Thanks in advance for doing this)
5. Aggressive dogs are not allowed. The handler of any dog exhibiting aggressive or unruly behavior is required to immediately remove the offending animal. The owner/guardian of an unruly dog is fully responsible for the actions of the dog.
6. All dogs must be licensed and tags must be attached to the dog's collar.
7. Spayed or neutered dogs recommended. Dogs in heat should not be in the dog park.
8. No more than 3 dogs per person allowed at one time.
9. Off-leash dog area will be open from 6 a.m. to 10 p.m., seven days a week, unless closed for maintenance or repair.
10. Owner/Guardian must have in their possession a leash for each of their dogs.
11. Dogs must be leashed when leaving the dog park.
12. Dogs must be supervised by someone 16 years or older.
13. Children under 16 years of age must be accompanied by an adult.
14. No food allowed in the dog park.
15. No toys, chairs, water dishes, or trash left behind.
16. Enjoy at your own risk.
17. In case of emergency, dial 911 or call 664-1515 (CDA Police Department 24 hour hot-line)

DOG PARK SIGNS

1. Dog Park Hours – 6 AM to 10 P.M.
2. Owners/guardian **MUST** Pick Up After Their Dogs. Waste Bags Are Provided.
3. Hound Water – Not for Human Consumption
4. Small Dog & Puppy Area Only
5. All Dogs Must Be Leashed Before Exiting. Please keep gates closed.
6. Please Clean Up After Your Dog – Thank You For Your Cooperation

Staff Report

Date: May 20, 2010

From: Kenny Gabriel, Fire Chief

Re: Department of Lands Rental Agreement

DECISION POINT: For Mayor and City Council to approve the current equipment rental agreement with Idaho Department of Lands (IDL).

HISTORY: The Coeur d'Alene Fire Department has been a part of the IDL immobilization plan for wildland fires for eleven (11) years. Each year they evaluate the reimbursement rates and set a new fee schedule.

FINANCIAL ANALYSIS: This agreement covers our expenses in the event we send an apparatus and personnel to a wildland fire in or out of the area. We can also see an excess of funds associated with this proposal.

PERFORMANCE ANALYSIS: The City of Coeur d'Alene is the only city in the State to have a mutual aid agreement with IDL. If we have a fire in the city they respond and do not charge for their services, including the helicopter for water drops. It is an invaluable training tool to send our personnel to out-of-area fires. Even if we break even, the experience gained is worth the trip.

DECISION POINT/RECOMMENDATION: For the Mayor and City Council to approve the current apparatus rental agreement.

CERTIFICATION OF LOCAL GOVERNMENT FIRE SERVICES EQUIPMENT

<p>1. PROCUREMENT AGENCY a. Name and Address: MICA FIRE PROTECTION DISTRICT 3706 INDUSTRIAL AVE. COEUR d'ALENE, ID 83815</p> <p>b. IDL Agreement No. <u>ID-MIS-10-015</u></p> <p>c. Phone: 208-769-1577</p>	<p>2. EFFECTIVE DATES OF CERTIFICATION: a. Beginning: 05/18/10 b. Ending: 12/31/12</p> <p>c. Specific incident only: Incident Name: Incident Number:</p>
<p>3. FIRE DEPARTMENT a. Name and Address: COEUR d'ALENE FIRE DEPARTMENT 320 FOSTER AVE. COEUR d'ALENE, ID 83814</p> <p>b. EMPLOYER ID NUMBER: 82-6000176</p> <p>d. EMAIL Address: firechf@cdaid.org</p> <p>e. Phone (Day): 208-769-2340</p> <p>Cell Phone:</p>	<p>d. FAX: 208-769-1597</p> <p>Phone (Night): 208-664-2615</p> <p>FAX: 208-769-2343</p>

<p>6. THE FOLLOWING EQUIPMENT IS BEING PROVIDED:</p> <p>X Fully Operated Unoperated Actual Cost</p>	<p>FUEL/OIL PROVIDED BY FSO:</p> <p>X Yes No</p>
--	--

7. ITEM DESCRIPTION: List NWCG Equipment Type then provide: Make, Model, Year, VIN, or Serial No.	8. HRLY/DAILY/MILEAGE/SHIFT BASIS		9. SPECIAL
	Rate	Unit	
1985 MACK/GRUMMAN E1 S/N 1MZH144C9GM0C 1187 LICENSE # F413, FOAM 5%	\$2632.00	PER DAY	CREW SIZE - 4 FULLY OPERATED RATE
	\$188.00	PER HOUR	
2005 DODGE DAKOTA PICKUP S/N 1D7HW48N355149870 LIC # F1891	\$57.00	PER DAY	CREW SIZE - 1 UNOPERATED RATE
	\$0.30	PER MILE	
1999 E-ONE E1 S/N 4EN3AAA82X1001059 LICENSE # F409, FOAM 5%	\$2632.00	PER DAY	CREW SIZE - 4 FULLY OPERATED RATE
	\$188.00	PER HOUR	
1986 CHEVY 4X4 1 TON WE6 S/N 1GBJK34W1GJ160914 LICENSE # F1258	\$1372.00	PER DAY	CREW SIZE - 3 FULLY OPERATED RATE
	\$98.00	PER HOUR	
1999 CHEVY BLAZER UTILITY S/N 1GN0T13W2X216107 LICENSE # F407	\$57.00	PER DAY	CREW SIZE - 1 UNOPERATED RATE
	\$0.30	PER MILE	
1988 GMC 2-TON WE4 S/N 1GDM7D1EJV505207 LICENSE # F1843	\$1596.00	PER DAY	CREW SIZE - 3 FULLY OPERATED RATE
	\$114.00	PER HOUR	
1999 CHEVY BLAZER UTILITY S/N 1GN0T23W2X2A6S079 LICENSE # F6	\$57.00	PER DAY	CREW SIZE - 1 UNOPERATED RATE
	\$0.30	PER MILE	
2006 GMC 5500 WE6 S/N 1GDE5C3246F416107	\$1372.00	PER DAY	CREW SIZE - 3 FULLY OPERATED RATE
	\$98.00	PER HOUR	
2007 FORD F350 AMBULANCE S/N 1FDWF37R78EC83540 LICENSE # C13501	\$1330.00	PER DAY	CREW SIZE - 2 FULLY OPERATED RATE
	\$95.00	PER HOUR	

2009 FORD F350 AMBULANCE S/N 1FDWF37R69EA55787 LICENSE # C13500		\$1330.00	PER DAY	CREW SIZE - 2 FULLY OPERATED RATE
		\$95.00	PER HOUR	
2003 FORD F350 AMBULANCE S/N 1FDWE35F53HB75551 LICENSE # C12993		\$1330.00	PER DAY	CREW SIZE - 2 FULLY OPERATED RATE
		\$95.00	PER HOUR	
2004 DODGE DURANGO S/N 1FDKE30M2RHA81960 LIC # C10252		\$57.00	PER DAY	CREW SIZE - 1 UNOPERATED RATE
		\$0.30	PER MILE	
2008 CHEVROLET TAHOE S/N 1GNFK030X8R171286 LIC # F 2220		\$57.00	PER DAY	CREW SIZE - 1 UNOPERATED RATE
		\$0.30	PER MILE	
2000 DODGE DURANGO S/N 1D4HB38N64F169489 LIC # C13353		\$57.00	PER DAY	CREW SIZE - 1 UNOPERATED RATE
		\$0.30	PER MILE	
2008 CHEVROLET TAHOE S/N 1GNFK03098R171599 LIC # F2218		\$57.00	PER DAY	CREW SIZE - 1 UNOPERATED RATE
		\$0.30	PER MILE	
2005 FORD F250 4X4 S/N 1FTSW21Y95EB87482 LIC # F1842	PICKUP	\$57.00	PER DAY	CREW SIZE - 1 UNOPERATED RATE
		\$0.30	PER MILE	
2003 SPARTAN S/N 4S7AT32903C043246 LIC # F1630	E1	\$2632.00	PER DAY	CREW SIZE - 4 FULLY OPERATED RATE
		\$188.00	PER HOUR	
1995 DOG RAM 4X4 S/N 1B7KF26W1SS163634 LIC # F1701	PICKUP	\$57.00	PER DAY	CREW SIZE - 1 UNOPERATED RATE
		\$0.30	PER MILE	
2008 CHEVROLET TAHOE S/N 1GNFK03058R171311 LIC # F 2219		\$57.00	PER DAY	CREW SIZE - 1 UNOPERATED RATE
		\$0.30	PER MILE	
10. SPECIAL PROVISIONS: HOURLY RATE APPLIES TO FIRST/LAST DAY, NOT TO EXCEED DAILY RATE.				
11. SIGNATURE OF FIRE CHIEF OR AUTHORIZED AGENT:			12. SIGNATURE OF FIRE WARDEN:	
13. PRINT NAME AND TITLE: SANDI BLOEM, MAYOR			14. DATE:	15. PRINT NAME AND TITLE: GARY C DARRINGTON RESOURCE SUPERVISOR
				16. DATE: 05/20/08

**CITY COUNCIL
STAFF REPORT**

DATE: July 6, 2010
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Twenty-Six Subdivision, Final Plat, Subdivision Agreement & Security Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a 6 lot commercial development.

HISTORY

- a. Applicant: Kevin Rudeen
Riverview Ventures, LLC
695 Legacy Ridge, # 301
Liberty Lake, WA 99019
- b. Location: Between US I-90 and Seltice Way, adjacent to the Grand Mill Boulevard.
- c. Previous Action: Preliminary plat approval in October 2009.

FINANCIAL ANALYSIS

The applicant has entered into a subdivision agreement and provided security (\$37,578.00) to insure the installation of the outstanding infrastructure improvements.

PERFORMANCE ANALYSIS

The outstanding improvements consist of sanitary sewer and water main construction, all to be installed no later than July 30, 2010.

DECISION POINT RECOMMENDATION

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

AGREEMENT TO PERFORM SUBDIVISION WORK

THIS AGREEMENT made this ____ day of July, 2010 between Riverview Ventures, LLC, with Kevin Rudeen, General Manager, whose address is, c/o Rudeen Development, LLC, 695 N. Legacy Ridge Drive, # 301, Liberty Lake, WA, 99019, hereinafter referred to as the "Developer," and the City of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID, 83814, hereinafter referred to as the "City,"

WHEREAS, the City has approved, subject to completion of the required improvements, the Twenty-Six subdivision, a six (6) lot commercial/residential development in Coeur d'Alene, situated in the Southeast ¼, and, Lots 7 & 8, Block 4, Orchard Lands Subdivision, in Section 4, 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 main line, manholes, lateral services and appurtenances, and, water main line and appurtenances, as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 30th day of July, 2010. Said improvements are more particularly described on the submitted cost estimate dated June 9, 2010 from ACI Northwest, Inc, whose address is 6600 N. Government Way, Coeur d'Alene, ID, 83815, attached as Exhibit "A", and, shown on the development plan submittal, Permit # 115352, dated July 9, 2009, whose civil design was completed by Storhaug Engineering, 510 E. Third Avenue, Spokane, WA 99202, on file in the City of Coeur d'Alene Building Department's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, security that is acceptable to the City Attorney, in the amount of Thirty Seven Thousand Five Hundred Seventy Eight and 75/100 (\$37,578.75) securing the obligation of the Developer to complete the subdivision improvements referred to herein. The security, which will be in the form of cash, shall be held until the completion and acceptance of the required installations shown on the approved plans. Should the Developer fail to complete the improvements within the time herein provided, the City may use the installed funds to complete or have the improvements completed. In the event that the City completes the improvements as a result of the Developer's default, the Developer 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

RIVERVIEW VENTURES, LLC

Sandi Bloem, Mayor



Kevin Rudeen, General Manager

ATTEST:

Susan K. Weathers, City Clerk



6600 N. Government Way
 Coeur d' Alene, ID 83815
 Phone: (208) 209-0210
 Fax: (208) 772-2461
 ID License # 12948-AAA-1-2-3
 WA License # ACINO1*922D8

To: Rudeen Development	Job Name: Rudeen Apartments
Attn: Bart Bennett	
Address:	Address: 3901 W Selfice Way
	Coeur d'Alene, ID 83814
Phone:	
FAX:	Date: 6/9/2010

PROPOSAL

ITEM	U/M	EST UNITS	UNIT PRICE	TOTAL
Water line	LF	550	\$ 26.25	\$ 14,437.50
Sewer Line	LF	475	\$ 21.00	\$ 9,975.00
Manholes	EA	5	\$ 1,950.00	\$ 9,750.00

TOTAL ESTIMATE: \$ 34,162.50

NOTES:

INCLUDES:

ALL QUANTITIES ARE ESTIMATED. PROJECT WILL BE MEASURED UPON COMPLETION AND INVOICED AS PLACED WITH ABOVE UNIT PRICING.

EXCLUDES:

James A. Haneh 6/9/10

We acknowledge receipt of addendum(s):

- * It is agreed that any sales (use) taxes for materials furnished by Others will be the responsibility of the party furnishing the materials, not ACI.
- * All work and materials will be completed in accordance with standard practices and specifications.
- * Any changes to the above scope of work, executed at the Owner's request, will become an extra charge over and above the proposal amount.
- * ACI will not schedule this work until an acceptance, contract or subcontract is signed.
- * Payment is due within 14 days of receipt of invoice unless other arrangements or agreements have been made.
- * Payments not received within 14 days will be subject to a late payment fee of twelve percent (12%) of the unpaid balance.
- * In the event that payment is not received within ninety (90) days of completion, a lien may be filed on the improved property to secure payment.
- * If a lien is filed to secure payment, the customer agrees to pay a flat fee of \$200.00 or attorney's fees, whichever is greater to cover filing costs.
- * This proposal may be withdrawn by ACI without notice if not accepted within thirty (30) days.

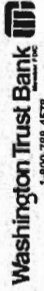
ACCEPTANCE OF PROPOSAL

The above prices, conditions, and scope of work are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date: _____

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

1001



1-800-788-4578

RIVERVIEW VENTURES, LLC
695 N. LEGACY RIDGE DRIVE, #301
LIBERTY LAKE, WA 99019

6/9/2010

PAY TO THE ORDER OF City of Coeur d'Alene

**37,578.20

\$

Thirty-Seven Thousand Five Hundred Seventy-Eight and 20/100 ***** DOLLARS

City of Coeur d'Alene
710 E. Mullan
Coeur d'Alene, ID 83814

[Signature]

AUTHORIZED SIGNATURE

MEMO

assignment of cash for plat to be completed

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT

⑈00 100 11⑈ ⑆1251000891⑆ 100983487011⑈

1001

RIVERVIEW VENTURES, LLC

City of Coeur d'Alene


6/9/2010

37,578.20

37,578.20

Washington Trust Ban assignment of cash for plat to be completed

CITY COUNCIL STAFF REPORT

DATE: July 6, 2010
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Education Corridor Professional Services Agreement w/ J-U-B Engineers, Inc.

DECISION POINT

City Council approval is required for all contracts involving professional services.

HISTORY

Numerous studies (Mayor's Institute Study, MIG Study, EMSI Study, NIC Study) have taken place over the years to develop concepts for alternate, and, improved means of ingress/egress into the North Idaho College campus and Fort Grounds neighborhood. The closing of the DeArmond mill site, and, the acquisition of the property by the NIC Foundation has recently allowed development of those studies to become a reality.

FINANCIAL ANALYSIS

Funding provided by the Lake City Development Corporation (LCDC), City of Coeur d'Alene, the associated colleges (NIC, LCSC, UI), and, the Idaho Transportation Dept. (ITD), has allowed the advancement of these various studies into the preliminary design stage. The professional services agreement with J-U-B for preliminary design has a total cost of \$241,381.00.

PERFORMANCE ANALYSIS

The design services (developed in conjunction with the Education Corridor Steering Committee) being provided for in the contract, will take the concepts developed in the myriad of studies, and turn them into a preliminary development plan for the education corridor. Following approval of the preliminary plan (Fall '10), final design will begin with the intent of implementation in 2011. The design will develop signalized intersection alignments with NW Boulevard, internal street connections, ped/bike facilities, utility corridors and layout that will define nodes for development, and, expansion of the education campus network.

RECOMMENDATION

Approve the contract allowing J-U-B Engineers, Inc. to commence design services for the education corridor site.

PROFESSIONAL SERVICES AGREEMENT
between
CITY OF COEUR D'ALENE
and
J-U-B Engineers, Inc.
for
The City of Coeur d'Alene
Education Corridor Preliminary Infrastructure Design

THIS Agreement, made and entered into this 6th day of July, 2010, 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 J-U-B ENGINEERS, Inc., an Idaho corporation, with its principal place of business at 7825 Meadowlark Way, Coeur d'Alene, Idaho, 83815, hereinafter referred to as the "Consultant,"

WITNESSETH:

Section 1. Definition. 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 J-U-B ENGINEERS, Inc., 7825 Meadowlark Way, Coeur d'Alene, Idaho, 83815.
- C. The term "Mayor" means the mayor of the city of Coeur d'Alene or his authorized representative.

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.

- A. The Consultant shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A".
- B. Area Covered: The Consultant shall perform all the necessary services provided under this Agreement respecting the tasks set forth in the Scope of Services.

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 execution of this Agreement by the Mayor and shall be completed within One Hundred Twenty (120) calendar days thereafter. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

- A. Subject to the provisions of this Agreement, the City shall pay the Consultant the total sum of Two Hundred Forty-One Thousand Three Hundred Eighty-One Dollars and NO/100 (\$241,381.00). This amount includes \$10,000 to be used for supplemental work upon written direction by the City.
- B. 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. The parties understand and agree that, except as otherwise provided in this Section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 7. Method and Time of Payment.

- A. The City will pay to the Consultant the amount set forth in Section 6 which shall constitute the full and complete compensation for the Consultant's professional services. That sum will be paid within thirty (30) days after completion of all work and approval of all work by the City, and receipt of a billing submitted to the City. Such billings shall reflect the total work performed and approved, to date.
- B. Final payment will be made thirty (30) days after completion of all work and approval of all work by the City, and a receipt of a billing submitted to the City. Such billings shall reflect the total work performed and approved, to date.

Section 8. Termination of Agreement for Cause. If, through any cause, 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 thirty (30) 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 and other materials as described in Section 8 above shall, at the option of the City, become its property.

Section 10. Modifications. The City may, from time to time, require modifications in the scope of 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.

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 of 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 or other materials prepared under this Agreement.

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 there from.

Section 17. Audits and Inspection. This Agreement anticipates an audit by the city of Coeur d'Alene, and infrequent or occasional review of Consultant's documents by City staff. During normal business hours, there shall be made available for examination all of the Consultant's records with respect to all matters covered by this Agreement and will permit representatives of the City to examine, and make excerpts or transcripts from such records, and to make audits of all contracts,

invoiced materials, payrolls, records, or personnel conditions of employment, and other data relating to all matters covered by this Agreement.

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 any liability arising out of the negligent acts, errors, omissions, 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 negligent performance of this Agreement. To this end, Consultant shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25B.
- B. The Consultant shall save, hold harmless, indemnify, and defend the City, its officers, agents, and employees from liability arising out of the negligent acts, errors, omissions, or negligence, including costs and expenses, for or on account of legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from Consultant's negligent performance of this Agreement. To this end, Consultant shall maintain general liability insurance in at least the amounts set forth in Section 25A.

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 five hundred thousand dollars (\$500,000.00). 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 \$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

J-U-B ENGINEERS, Inc.

Sandi Bloem, Mayor

By Dale Baune
Its Vice President

ATTEST:

Susan K. Weathers, City Clerk

ATTEST:

[Signature]
Name/Title Administrative Assistant

**Exhibit A
Scope of Services**

Education Corridor Preliminary Infrastructure Design

**2010
FINAL**

SECTION 1 - OVERVIEW

The project area will generally encompass the area between the Spokane River and Northwest Boulevard between Mullan Road and U.S.-95.

Work elements in this project include the following:

- **Circulation** - Extension of Hubbard alignment, typical street sections, intersection with River Avenue, River of Pines; typical street sections, intersection with Northwest Boulevard; identify gateway location(s) to corridor
- **Ped Bike Facilities** - Access across Northwest Boulevard at major intersections; pedestrian greenway along river front (River Avenue to U.S.-95 overpass); identify corridors, bike lanes, Centennial Trail; pedestrian access across dike road
- **Additional Accoutrements** - Treatment plant buffer; view corridors as they relate to street layout; utility location considerations along Hubbard alignment, sewer, water, fiber, communication; identify areas for public art; cost opinion for infrastructure components; recommended phasing of infrastructure construction

SECTION 2 - SCOPE OF SERVICES

Work Plan

Finalize Work Plan with City staff and Steering Committee members. Conduct project kickoff meeting, finalize design elements, project tasks, and milestones and public involvement.

1. *Public Involvement Plan* - Prepare a Public Involvement Plan addressing two (2) open houses, utilization of existing City website, and appropriate press releases.

Data Collection

Review Existing Plans: Existing plans will be reviewed and compared for common elements and differences. Plans to be reviewed include those prepared by The Mayor's Institute, M.I.G., Walker-Macy, North Idaho College, the City of Coeur d'Alene, and the Lake City Development Corporation.

Subtasks include:

2. *Review Existing Studies* - Research previous studies regarding the Education Corridor. Prepare a summary of similarities and differences between the previous studies. The developed summary of the previous studies will be presented to the Steering Committee in a summary text format.

Collect Traffic Data: Current traffic volumes will be collected on Northwest Boulevard and existing access points into the Education Corridor.

Subtasks include:

3. *Conduct Traffic Counts and Turning Movements* - Conduct 2-day traffic counts at four locations to supplement existing traffic counts. Conduct full turning movement counts onto Northwest Boulevard, including truck counts, for peak hour (2 hours evening) at three priority intersections—Mullan, Hubbard, and Garden. River Avenue counts will include volume only counts for each leg.

Surveying: A project base map showing topographic data, property ownership, parcel and right-of-way lines (per record data, not surveyed locations), aerial photographs and other pertinent information will be prepared. The base map will be drafted using data from a wide variety of sources, including the City of Coeur d'Alene, Kootenai County, North Idaho College, Federal and State GIS datasets, J-U-B ENGINEERS' in-house records and field data acquired by J-U-B ENGINEERS in selected critical areas.

Subtasks include:

4. *Collect and Compile Previous Topographic Data* - Collect topographic information from previous work performed for the City of Coeur d'Alene, North Idaho College, and others.
5. *Collect Record Drawing Information* - Compile record drawing information from previous projects along Northwest Boulevard and others.
6. *Perform Limited Topographic Field Survey* - Perform limited topographic survey to supplement data collected from record drawings and previous work. The field work will be limited to two and one half days of survey (2-man crew) to be applied to one or two of several key intersections or locations, and will be concept level data - not intended for design.
7. *Collect Right-of-Way and Parcel Information* - Utilize County Assessor maps and plats, and compile into base map. Parcel information will not include private homes in the Fort Grounds area.
8. *Create Base Map* - Compile all collected data to create a base map for use for preliminary design. The base map will be a compilation of data from numerous sources with varying acquisition dates and accuracy. It is intended for concept planning use only.

Complete Land Use Planning Inventory

9. *Website* - A link on the City website is an efficient and cost-effective way to reach the public, provide information, and receive comments. The site will be utilized to post project plans and keep stakeholders updated about public involvement opportunities by City staff. Prior to each Open House, J-U-B will provide public notice and plans to City staff for posting.

Identify Alternatives

Alternatives for roadway alignments, intersection placement and types, pedestrian and bicycle facilities, and transit facilities will be identified and presented to the Steering Committee for review and comment.

Subtasks include:

10. *Identify and Evaluate Roadway Alternatives* - Identify alternatives for potential road alignments, access points onto Northwest Boulevard and River Avenue, and intersection types. Up to three roadway alignments for Hubbard Street will be considered. Up to two alternate alignments for the connection of River Avenue to Northwest Boulevard will be considered.
11. *Identify Existing Transit Inventory and Needs* - Identify existing bus route and bus stop locations within the Education Corridor. Contact Citylink for potential changes in routes and future needs.
12. *Identify Existing Bicycle and Pedestrian Network* - Identify existing bicycle and pedestrian routes within and adjacent to the Education Corridor. The needs of commuter and recreational cyclists will be considered.
13. *Develop Report of Existing Conditions and Needs* - Evaluate above items and develop a brief summary report identifying what facilities exist and what facilities are needed for a well-connected network.

Alternative Analyses and Selection

Alternatives identified will be analyzed for functionality and for meeting the guiding principles of the Steering Committee. The alternatives will be presented to the Steering Committee for selection. Work for this portion of the project is broken out as follows:

Traffic Distribution (Future) Evaluation: Based on information from the previous studies, land use analysis, future traffic distributions, and existing growth projections, J-U-B will determine a feasible method for trip generation. J-U-B will utilize the Steering Committee feedback, City comments, current traffic counts, historic growth rates, and anticipated growth distribution in predicting future traffic patterns.

Subtasks include:

14. *Evaluate Growth and Distribution* - Develop 20-year growth rate and general growth distribution at the ingress and egress points to the Education Corridor.

15. *Determine Projected Roadway Traffic Volumes* - Using the growth rates developed, determine 20-year traffic volumes for Hubbard access, River access, and Mullan access using straight line projections.
16. *Perform Pedestrian Crossing Analysis* - Analyze pedestrian crossing alternatives for Northwest Boulevard and River Avenue. Countermeasures will be identified to improve pedestrian safety.
17. *Estimate Priority Intersection Movement Volumes* - Using the growth rates, traffic counts, and turning movements, the 20-year movement volumes will be determined for Hubbard intersection and River intersection. Should Garden Avenue be determined to be a key element during this study period, this can be added as a supplement. Mullan Avenue intersection is likely going to see significant change when the intersections of Hubbard and River are completed. At that time, a more comprehensive traffic analysis can be completed using better-established traffic patterns for determining the needs of this existing intersection.
18. *Traffic Distribution Quality Assurance* - A senior J-U-B staff member will conduct a quality assurance (QA) review. The QA comments will be addressed and incorporated into the draft transportation plan developed under subsequent tasks.

As part of re-scoping impacts to U.S.-95, off-ramp analysis will be limited to the impacts from queuing from Hubbard intersection.

If required, an origin-destination model will be developed under an additional services agreement.

Evaluate Utilities:

19. *Utility Conflict Evaluation* - Existing utilities will be identified during our field survey and review of existing plans. Research will occur to identify both above and underground facilities using one-call field marks and record maps. It is not anticipated that utility conflicts will need to be exposed via pothole excavation; this will be an additional service if warranted and agreed to by the City. Potential relocation issues identified will be documented and shown on the plans.
20. *Sewer Concepts* - Following the identification of the proposed roadway alignments, one alternate for extending city gravity sewer utility mains through the Old Mill Site to the sewer interceptor east of the wastewater treatment plant will be evaluated (including Centennial and the alley between Hubbard and Military). Manhole invert elevations will be surveyed within this specific area, i.e. the Old Mill Site, as part of these planning efforts. An overall plan view of this area with preliminary sewer main routing and inverts will be provided.

Sewer Interceptor relocation, stormwater collection lines, service lines, building service catches, lift stations, or flow generation analysis are not anticipated or part of this scope.

Transportation Infrastructure Report: A draft transportation infrastructure report outlining the findings of the study, inventory of existing roadway facilities, level of service analysis, traffic projections, and other relevant study data will be prepared and submitted to City and Steering Committee for review. J-U-B will meet with the City to receive and review

comments. The final report will incorporate these comments, where appropriate, prior to publishing the final report. J-U-B will provide one (1) bound copy of the final report and one (1) electronic copy.

Subtasks include:

21. *Construction Phasing* - Construction phasing alternatives will be evaluated. It is anticipated that up to three (3) options will be studied. It is anticipated that the phasing will be reviewed by the Steering Committee and they will provide comment.
22. *Transportation Infrastructure Report* - A report will be developed describing project background, existing conditions, traffic, potential conceptual signal locations, right-of-way and local issues, drainage concerns, bicycle and pedestrian issues, and documentation of feedback from local entities.
 - a. *Prepare Draft Report*: Prepare a draft report summarizing the results of the various work tasks.
 - b. *Prepare Draft Exhibits*: Prepare graphic exhibits for inclusion in the report, including roadway and pathways layout, typical sections, traffic volume and level of service summary, and priority project locations.
 - c. *Draft Transportation Plan Review*: Prior to submitting the draft transportation plan, a technical and editorial review of the plan will be conducted by a senior J-U-B staff member. The QA comments will be addressed and incorporated into the draft transportation plan. The transportation plan will be limited to those elements evaluated.
23. *Submit to City for Review* - Bind and submit draft plan to the City for review.
24. *Conduct Review Meeting* - Conduct a review meeting (at J-U-B) with the City to receive comments on the draft report.
25. *Prepare Final Report* - Incorporate comments, where appropriate, into the report and complete final editing. Prepare final report and an electronic copy. In an effort to promote continuity, elements that were developed during scoping but removed as part of this contract will be identified and briefly outlined as future needs.

Media Relations:

26. *Media Relations* - We will use local media outlets to help with public outreach, public meeting notification, and distribution of information about the project. Working with news media outlets will include the development and distribution of media releases. (Refer to Langdon Group Scope and Fee proposal.)

TLG anticipates two media releases to correspond with:

- Open House #1, (mid-July media release)
- Open House #2, (mid-September media release)

Preliminary Engineering

The selected alternatives for the Education Corridor, chosen by the Steering Committee, will be combined and incorporated into concept plans. The concept plans will be a starting point for subsequent Education Corridor projects as phases are developed and more detailed preliminary and final design plans are needed for construction.

27. *Street Layout Plan* - The street network design will be comprised of the following components:
 - a. *Street Section*: Develop individual conceptual typical sections for each key identified street within the project area. Lane widths, on-street parking, landscape buffers, medians, and pedestrian/bicycle facilities will be illustrated in the typical sections (Hubbard and River Avenue).
 - b. *Traffic Calming*: Opportunities for effective traffic calming will be identified. Plan view traffic calming features such as curb bulbouts, raised intersections and crosswalks, raised medians, lane constrictions, and lane diverters will be considered where appropriate.
 - c. *Pedestrian and Bicycle Facilities*: Facilities for non-motorized transportation will be laid out in plan view. Rerouting of the Centennial Trail as well as localized shared use paths, bike lanes, and sidewalks will be depicted on the plans. Pedestrian access across Northwest Boulevard will be considered. City will provide draft proposed changes to stakeholders.
 - d. *Transit Facilities*: Locations of bus stops and amenities will be depicted on the plans based on comments received from the stakeholders, including Citylink.
 - e. *Intersection Layout*: Signalized intersections, roundabouts, and stop-controlled intersections will be incorporated in the concept where appropriate and as defined in the Scope.
28. *Utility Corridor Identification* - Future storm drainage, sanitary sewer, fiber optic, water, telephone, cable, and electrical utilities will be identified on the plans. Individual utility, private connections, and utility sizing will not be identified, but rather, a utility corridor will be located.

Stormwater modeling and basin review are not included in this scope of services. Evaluation of stormwater treatment opportunities within the project can be done as an additional service at the City's request. A Reserve Fee for potential stormwater planning that may be required exceeding typical street catch basin and conveyance has been allocated in the estimate for use by the client if needed and only upon approval by the client.
29. *Landscape Coordination* - Street trees and related landscape improvements, including street trees, furniture, and opportunities for public display of art for the corridor, will be developed based on selection of the preferred alternative. Opportunities and possible locations for public art will be indentified with the stakeholders as part of the overall development plan. (Refer to Landmark Scope and Fee proposal.)
30. *Street Illumination Concept and Coordination* - Basic street illumination identification is part of this project. The plans will include the typical lighting layout or lighting levels as developed with City staff. Additional lighting items to be considered and

identified are street tree lighting, public art lighting, and bollard lighting. Lighting design plans, calculations, and illumination level analysis are not included in this project. J-U-B can perform a transportation corridor lighting level analysis as an additional service at the City's request (Refer to Landmark Scope and Fee proposal for lighting and banner pole selection.)

31. *Calculate Preliminary Roadway Quantities* - US customary unit quantity estimates will be prepared for the purpose of producing a preliminary budgeting-level cost estimate.
32. *Prepare Budgeting Construction Cost Estimates* - Estimated unit costs will be multiplied with the calculated quantities to develop budgeting-level estimates.
33. *QA/QC Review* - Conduct a QC/QA review of the concept design prior to submittal. Revise plans per the review comments.
34. *City Concept Plan Review and Meeting* - J-U-B will prepare and furnish an advance copy of the preliminary plans to the City and utilities for review and attend a preliminary plan package review meeting with City staff.
35. *Steering Committee Plan Review and Meeting* - J-U-B will prepare an updated package based on input from the City review meeting and present final recommendations to the Steering Committee for review and consensus.
36. *Final Plan Package Submittal* - J-U-B will revise the final package based on input from the Steering Committee plan review meeting, input from the landscape architect, and internal final review comments.
37. *Project Administration and Coordination* - General administration and invoicing, and client/team coordination (Estimate Project Manager @ 5 hrs/wk, Clerical @ 3 hrs/month).
38. *Steering Committee Meetings* - Attend regularly scheduled monthly steering committee meetings for five months (Estimate Principle/Project Manager/PE/Design Engineer/Clerical @ 3 hrs/ea).

Public Outreach: A professionally facilitated process that will allow the maximum amount of individual input and participation in an efficient time period will be offered with the following multiple venues for participation. Following the conclusion of each event, J-U-B/TLG will summarize results and lead a discussion about what we heard at the next SC meeting. (Refer to attached Langdon Group Scope and Fee proposal.)

39. *Public Open House #1 (July 29 at Library)* - This meeting will provide information about past studies and present this project's goals, objectives, schedule, and alternatives. Information presented will include alternatives for road alignments, access points, intersection types, etc. Public input will help identify potential issues and areas of concerns and provide community guidance for Steering Committee selection of alternatives. TLG will support City staff for organizing, scheduling, facilitating, and receiving comments.
40. *Public Open House #2 (Late September)* - This meeting will present the preferred project alternatives as determined by the Steering Committee and conceptual drawings of the future design. TLG will support City staff for organizing, scheduling, facilitating, and receiving comments.

END OF SCOPE

EXHIBIT A

Mullan Avenue Traffic Calming Additional Scope

J-U-B ENGINEERS, Inc. will pick up limited data on the existing street section to be used for evaluation of alternatives for the future roadway section on Mullan and North Park Street.

Using this existing information, J-U-B will hold a design team meeting with our staff and City staff and discuss this street section and provide the following goals:

- Connecting two City parks
- Provide safe and friendly pedestrian crossing
- Provide traffic calming
- Address parking, access and other potential street parking options

Based on this meeting, J-U-B will develop two typical street sections, one for each street, for presentation to the Steering Committee for acceptance and review.

Additionally, J-U-B will look at the viability of a roundabout at the intersection of Park and Mullan Avenues.

J-U-B will complete this work for a Lump Sum amount of \$14,000. This dollar amount is included in the Contract Compensation amount in Section 6.A.

EXHIBIT A

Fort Grounds Traffic Circulation Additional Scope

J-U-B ENGINEERS, Inc. will review the college perimeter traffic pattern and evaluate optional circulation alternatives. The effect of these alternatives on the following areas will be discussed:

- General public
- Fort Ground homeowners
- Campus parking
- Campus and homeowner ingress and egress

Optional street sections for Hubbard, south of the river, will be evaluated based on current right of way limits.

The following streets will be part of this Circulation Scope:

- Hubbard Street, south of the river
- Rosenberry Drive (dike road)
- Lakeshore Drive
- Park Drive
- Future Garden Avenue connection to Northwest Boulevard

Additionally, the impact of these potential circulation changes on River Street, Hubbard Street and Mullan Avenue will be discussed as well.

J-U-B will hold a design team meeting with City staff to discuss circulation options and then prepare limited graphic and exhibits to be used for talking points with the Steering Committee. Upon completion, J-U-B will briefly address Fort Grounds circulation in the Final Report.

J-U-B will complete this work for a Lump Sum fee of \$10,000. This dollar amount is included in the Contract Compensation amount in Section 6.A.

EXHIBIT A

Project Name: CDA Education Corridor Preliminary Infrastructure Design - Revised
 J-U-B Project Manager: Brad Marshall
 Consultant: Langdon Group
 Date: June 17, 2010

Task Item	Description	TLG Hours
Public Open House #1		
	Display board preparation, meeting prep, set up & break down by one Langdon member. Comment summary, necessary follow-up, and facilitated SC discussion by J-U-B.	15
Public Open House #2		
	Display board preparation, meeting prep, set up & break down by one Langdon member. Comment summary, necessary follow-up, and facilitated SC discussion by J-U-B.	15
General administrative and invoicing tasks; team coordination		4
TOTAL HOURS		34
Bryant Kuechle/Darla Christiansen average hourly rate x 3.3 multiplier: \$114 x 34 hours = \$3,876 + \$1,000 (travel expenses) =		\$4,876

June 16, 2010



J-U-B Engineers, Inc.

Attn: Mr. Brad Marshall, Senior Planner/Project Manager

7825 Meadowlark Way

Coeur d'Alene, ID 83814

Re: Education Corridor Infrastructure Fee and Scope Proposal

Dear Brad:

Pursuant to our discussions of yesterday, we submit this revised scope and fee proposal for our involvement in the Education Corridor Infrastructure Project. It is based on the components presented in the "schedule and Scope" exhibit included as part of our proposal to the City. The level of effort includes our participation in the tasks outlined plus, as necessary, an expanded summary of our efforts. These components are:

- Work Plan (Finalization)
- Data collection
- Identify Alternatives
- Alternative Analysis & Selection
- Preliminary Design

The scope and cost summary for each includes personnel and person-hours as indicated by the following:

JM – Jon Mueller KD – Keith Dixon
 JG – Jennie Gibson

• WORKPLAN

Participation in tasks as noted.

JM – 40	2,760		
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Total			\$2,760.00
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Meetings: Team and Working Group

• DATA COLLECTION

Base Data Prep & Format

Review Existing Plans

Work w/Brad on Land Use Issues

JM – 28	3,220.00		
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Total			\$3,220.00
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Meetings: Team, working Group & Public

• IDENTIFY ALTERNATIVES

Participation in Road Alignment & Access Point Alternatives w/ Melissa, Alan & Dale

Participation in bike.ped alternatives with Chris

JM –56	6,440.00		
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KD –4	460.00		
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Total			\$6,900.00
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210 East Lakeside Avenue Coeur d' Alene, Idaho 83814 208-667-5614

EXHIBIT A

Meetings: Team, Working Group & Public

- ALTERNATIVE ANALYSIS & SELECTION
Participate in all tasks except intersection analysis
Provide Design Communications & Simulations

JM - 60 6,900.00
KD - 4 460.00

Total \$7,360.00

Meetings: Team, Working Group & Public

- PRELIMINARY DESIGN
All Tasks
Limited Focus under Placemaking:

Planting/Buffering plans
Art Locations
Wayfinding/Signage
Transit Stop Locations

JM - 60 6,900.00
KD - 4 460.00
JG - 20 1,500.00

Total \$8,860.00

Deliverables: Plans, Sketches, Simulations plus
digital copies and text for final
submittal.

TOTAL ALL COMPONENTS \$29,100.00

Please advise if you require any additional information or clarification with respect to this scope and fee summary. We are very pleased to be working with you all on this project and look forward to a great outcome on behalf of our clients.

Sincerely,
LANDMARK LANDSCAPE ARCHITECTS



Jonathan Mueller, FASLA

210 East Lakeside Avenue Coeur d' Alene, Idaho 83814 208-667-5614

CITY OF COEUR D'ALENE
EDUCATION CORRIDOR PRELIMINARY INFRASTRUCTURE DESIGN
LABOR-DAY ESTIMATE

Task	Description	QA/QC Reviewer	Project Manager	Project Engineer	Design Engineer	Staff Engineer/Tech	Drafting	PLS Survey Crew	Clerical	Totals
1	J-U-B Labor									
2	Public Involvement Plan	0.25	1.1	0.25						
3	Review existing studies	0.25	1	1	0.25					
4	Conduct Traffic Counts and Turning Movements			0.5	1	3				
5	Collect and Compile Previous Topographic Data			0.5	1	1				
6	Collect Record Drawing Information			0.5						
7	Perform Limited Topographic Field Survey						0.5	2.5		
8	Collect Right-of-Way and Parcel Information						1.5			
9	Create Base Map						2			
10	Website		1							
11	Identify & Evaluate Roadway Alternatives	1	0.5	1	2					
12	Identify Existing Transit Inventory and Needs	0.25	0.25	0.25	1					
13	Identify Existing Bicycle and Pedestrian Network	0.2	0.5	0.25	3					
14	Develop Report of Existing Conditions and Needs	0.5	1	1	2	2				
15	Evaluate Growth and Distribution		0.5		1					
16	Determine Projected Roadway Traffic Volumes		0.25	0.25	1					
17	Perform Pedestrian Crossing Analysis	0.15	0.25	0.5	2	1				
18	Estimate Priority Intersection Movement Volumes			0.5	1	3				
19	Traffic Distribution Quality Assurance	0.25		0.5						
20	Utility Conflict Evaluation	0.25	1.25	0.5	4	2				
21	Sewer Main Concepts		0.5		1					
22	Construction Phasing		0.5		1					
23	Transportation Infrastructure Report	1.25	0.15	1	2	2	2.5			
24	Submit to City for Review	0.25	0.25	0.25	0.25					
25	Conduct Review Meeting	0	0.25	0.25	0.5					
26	Prepare Final Report		0.25				0.5			
27	Media Relations		0.25	0.25	0.25	8				
28	Street Lighting	0.15	0.25	0.25	4	1	5			
29	Utility Corridor Identification		0.25		1					
30	Landscape Coordination		0.25		0.5	1				
31	Street Illumination Concept and Coordination	0.15	0.25	0.25	0.5	1				
32	Procure Preliminary Roadway Quantities	0.25	0.25	0.25	1	0.5				
33	Procure Preliminary Construction Cost Estimates	0.25	0.25	0.25	3					
34	City Preliminary Plan Review & Meeting	0.5	0.25	0.25	0.25					
35	Steering Committee Plan Review & Meeting	0.5	0.5	0.5	0.5					
36	Final Plan Package Submittal	0.5	0.5	0.5	0.5					
37	Project Administration and Coordination	0.5	1	0.5	2					
38	Steering Committee Meetings		2	2	2					
39	Public Open House #1	0.25	2		2					
40	Public Open House #2	0.25	2		2					
	J-U-B LABOR SUBTOTAL	11.90	33.90	24.25	44.50	20.50	13.00	4.50	12.50	\$167,100
1a	Mullan Ave. Traffic Calming Additional Scope									\$14,000
2a	Fort Grounds Traffic Circulation Additional Scope									\$10,000
	J-U-B Direct Expenses (mileage, printing, GPS, etc)									\$5,000
	J-U-B SUBTOTAL									\$196,100
	SUBCONSULTANTS									\$29,100
A	Landmark Landscape Architects									\$4,876
B	Laoson Group									\$1,305
C	Intersection Traffic Data Service									\$33,281
	SUBCONSULTANT SUBTOTAL									\$10,000
	Management Reserve Fund (City Authorized Supplemental Work Only)									\$241,381
	TOTAL									\$241,381

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID NW
JUBEN-1

DATE (MM/DD/YYYY)
06/22/10

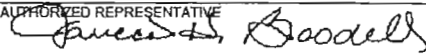
PRODUCER The Hartwell Corporation - Cal PO Box 400 Caldwell ID 83606 Phone: 208-459-1678 Fax: 208-454-1114	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED J-U-B Engineers, Inc. 250 S Beechwood Ave, Suite 201 Boise ID 83709	INSURER A: Charter Oak Fire Insurance Co	25615
	INSURER B: Liberty Insurance Underwriters	
	INSURER C: Travelers Casualty and Surety	
	INSURER D: Travelers Indemnity Co	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	680-7769N196	08/01/09	08/01/10	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
D		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BA-7776N058	08/01/09	08/01/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB0540T50308 INCL WA STOP GAP	08/01/09	08/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1000000
						E.L. DISEASE - EA EMPLOYEE	\$ 1000000
						E.L. DISEASE - POLICY LIMIT	\$ 1000000
B		Profes. Liability \$100,000 Deduct	AEE197131-0110	04/01/10	04/02/11	Ea. Claim	\$7000000
						Ann. Aggr	\$7000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 City of Coeur d'Alene Education Corridor Preliminary Infrastructure Design
 City of Coeur d'Alene, its entities and its representatives are additional insured for general liability as provided by attached policy form CGD381.
 *10-day Notice of Cancellation applies for Non-payment.

CERTIFICATE HOLDER COEUR01 City of Coeur d'Alene 710 E Mullan Coeur d'Alene ID 83816-3964	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
---	---

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily



COMMERICAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**URBAN FORESTRY COMMITTEE
STAFF REPORT**

DATE: July 6, 2010
FROM: Karen Haskew, Urban Forestry Coordinator
SUBJECT: Contractor for Tubbs Hill Fuel Reduction and Non-native Control

DECISION POINT:

Recommendation that the City contract with Alpha Services of Coeur d'Alene to perform fuel reduction and non-native control work on Tubbs Hill.

HISTORY:

Within the past year the Fire Department and Parks Department applied for two grants to perform mechanical fuel reduction on the west and north/east sides of Tubbs Hill. The City was awarded a grant through the local Wildland Urban Interface (WUI) committee for fuel reduction work on the north and east side of Tubbs Hill – a total of 43 acres. In conjunction with the fuel reduction work, the City plans to treat the stumps of non-native tree species with herbicide so that native tree seedlings can be established in these areas. The non-native effort was reviewed by city committees and City Council in March and April of this year.

(Note: we have not yet received notification of grant award for fuel reduction on the west side of Tubbs Hill).

FINANCIAL ANALYSIS:

The fuel reduction work by the contractor will be paid by the WUI grant funds - \$37,238. The non-native control (\$7,095) will be paid by the City's dedicated Tubbs Hill account. Parks Department workers will administer the contract. The WUI committee has also offered funding for educational signage.

PERFORMANCE ANALYSIS:

Fuel reduction will reduce the chance of a catastrophic wildfire on Tubbs Hill by keeping potential fires smaller and on the ground until the Fire Department can arrive on site. By removing non-native trees as part of the fuel reduction, and by treating non-native stumps with herbicide, we will be able to re-establish native evergreen trees and shrubs on the wetter areas of Tubbs Hill. These habitats are the only possibility for establishing western larch and western white pine (Idaho's state tree).

The contractor will be performing the work in late July to mid-August. Bill Greenwood and Sam LaPresta of the Parks Department will be working with the contractor to be sure the work goes as planned. The Parks Department will post signs regarding trail closures and trail detours. The Parks Department will be making public information efforts throughout the project.

DECISION POINT/RECOMMENDATION:

Recommendation that the City contract with Alpha Services of Coeur d'Alene to perform fuel reduction and non-native control work on Tubbs Hill.

CONTRACT

THIS CONTRACT, made and entered into this 6th day of July, 2010, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**", and **ALPHA SERVICES, LLC**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its address PO Box 3369, Coeur d' Alene, Idaho 83816, hereinafter referred to as "**CONTRACTOR**",

WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract **to perform fuel reduction and non-native control work on Tubbs Hill** according to plans and specifications attached hereto as **Exhibit "A"**, which plans and specifications are incorporated herein by reference.

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

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Idaho Code 6-924. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

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

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed **Forty-Four Thousand Three hundred Thirty-Three and No/100 Dollars (\$44,333.00)**.

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

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

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the above time limit, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of Five Hundred and No/100 Dollars (\$500) per calendar day, which sums shall not be construed as a penalty.

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

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

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens

upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.

3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** is liable.

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

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

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

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said **CITY**, and the **CONTRACTOR** has caused the same to be signed by its President, the day and year first above written.

**CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO**

**CONTRACTOR:
ALPHA SERVICES, LLC**

Sandi Bloem, Mayor

By: _____

Its: _____

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 6th day of July, 2010, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

~~~~~

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_\_ day of July, 2010, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, of **ALPHA SERVICES, LLC**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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



# CITY OF COEUR D'ALENE

MUNICIPAL SERVICES  
DEPARTMENT

8/8-1081

Date #32450

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 - Valid April 1-Oct 15 annually**  
New Applications or renewals with changes 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.

|                              |                          |                   |                                    |
|------------------------------|--------------------------|-------------------|------------------------------------|
| Name of Eating Establishment | Capones Pub & Grill      |                   |                                    |
| Applicant's Name             | Teresa Capone            |                   |                                    |
| Mailing Address              | 819 E. St. Maries Ave.   |                   |                                    |
| Physical Address             | 751 N. 4th St            |                   |                                    |
| City, State Zip              | Cda, Id. 83814           |                   |                                    |
| Business Telephone           | (208) 667-4843           |                   |                                    |
| Contact person :             | Teresa Capone            |                   |                                    |
| Contact Numbers              | Home Phone :<br>765-4859 | Cell:<br>699-4992 | e-Mail:<br>teresa.capone@yahoo.com |

Is application: New  Renewal  Any changes from previous year? Yes  No   
Any change of ownership or type of use? Y or N If yes, please specify \_\_\_\_\_

Do you hold a current State of Idaho, Kootenai County and City Of CDA alcohol license? Yes  
If yes, on your State of Idaho alcohol license do you have a restaurant designation? Yes or No   
Is anyone under 21 allowed in the area inside your establishment here alcohol is served? Yes or No

\_\_\_\_\_ Please supply a copy of your current menu  
What hours is the full menu available? Start 11am End 11pm

What days are the full menu available? everyday

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

- Show table sizes and chair placement, distance from building (side street 24" tables max)
- Show distance to any tree grate, bench, light post, bicycle rack, news rack etc.
- What is width of sidewalk from property line to curb on site review
- Please show location of refuse receptacle and disposal of cigarette remains on own property

\_\_\_\_\_ Insurance: Please supply copy of liability insurance naming City as additional insured (\$1,000,000.00)

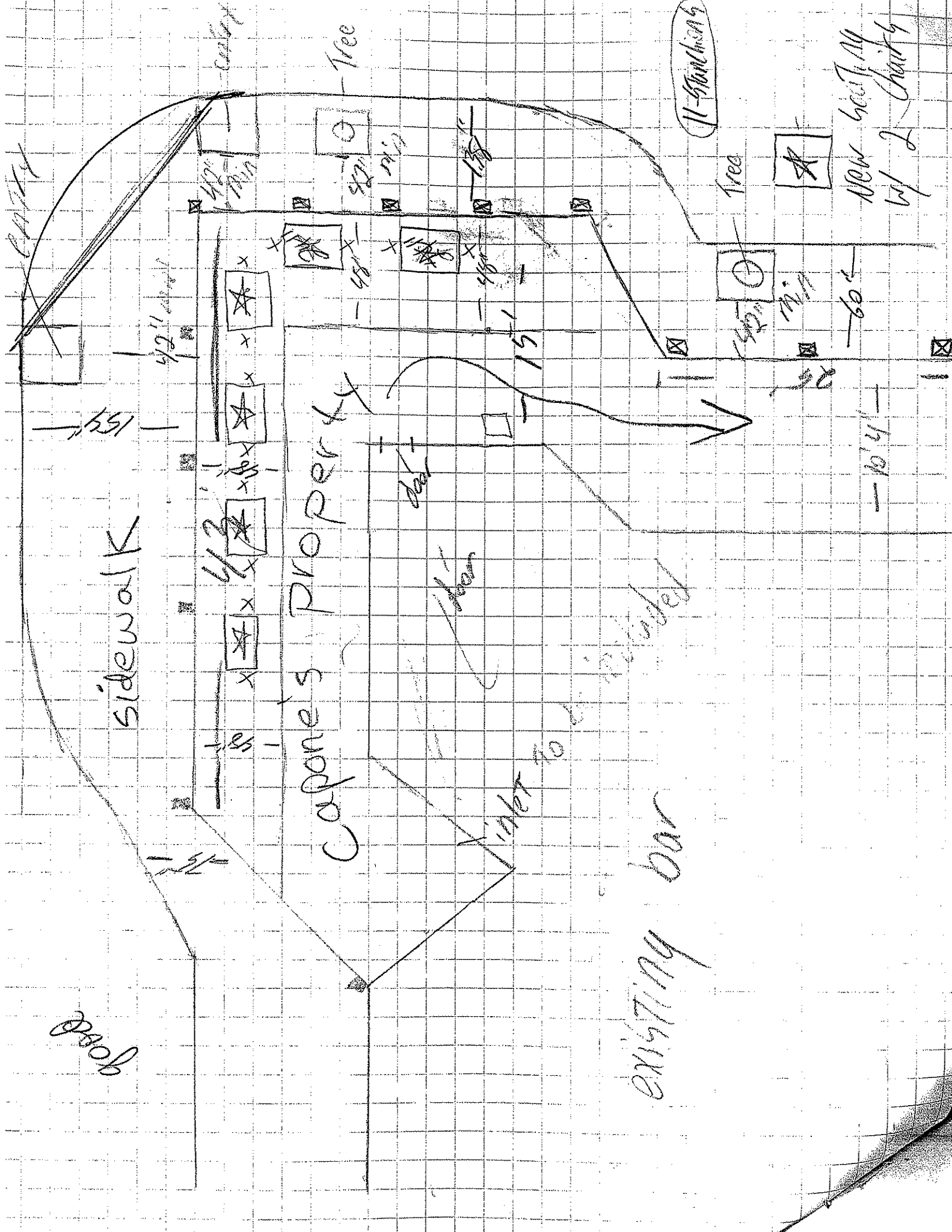
\_\_\_\_\_ Signed encroachment application

Include Fee: 12 Number of Seats x \$19.28 per seat ( Sewer Cap fee) = 231.36

If located on sidewalk or City property \$100.00 Encroachment Fee 100.00

Total Due \$ 331.36





sidewalk

Capone's Property

existing bar

New bar 11  
by 2 chairs

11 Stanchions

enter to be included

ceiling

Tree

Tree

entry

good

1/2" depth

door

bar

60"

104"

412'

154'

42" min

42" min

42" min

42" min

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**CITY COUNCIL  
STAFF REPORT**

**DATE:** July 6, 2010  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** Acceptance of a Grant of Right-of-Way for Long Meadow Drive

---

**DECISION POINT**

The City Council must accept the dedication of right-of-way to the City on behalf of the public.

**HISTORY**

This right-of-way was originally intended to be dedicated on the Landings 5<sup>th</sup> Addition plat, however, when then residential housing market collapsed, the developer reduced the scale of the 5<sup>th</sup> Addition and created one (1) large remainder lot in lieu of sixty five (65) residential lots. The subsequent Landings 6<sup>th</sup> Addition, which is currently in process, is a short plat that will be splitting the large remainder lot from the 5<sup>th</sup> Addition into two lots. Because new right-of-way dedication is not allowed through the short plat process, the developer is dedicating the right-of-way for Long Meadow Drive prior to the platting of the next phase.

**FINANCIAL ANALYSIS**

There is no cost to the City for the dedication. All roadway construction will be a component of the eventual subdivision development.

**PERFORMANCE ANALYSIS**

There is no defined timeline on the development of subdivision or the construction of the roadway. All of the subsurface infrastructure was previously installed with the preceding Landings at Waterford 5<sup>th</sup> Addition that was recorded in January 2009, and the Long Meadow Drive road section will be required to be constructed prior to the final platting of the 6<sup>th</sup> Addition.

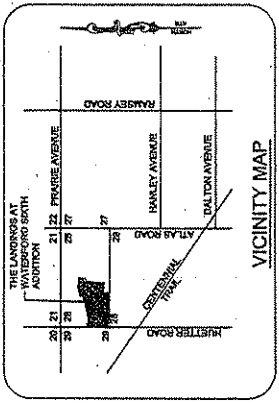
**RECOMMENDATION**

Accept the dedication of the right-of-way for Long Meadow Drive and direct staff to proceed with the recordation of the document.

# THE LANDINGS AT WATERFORD SIXTH ADDITION

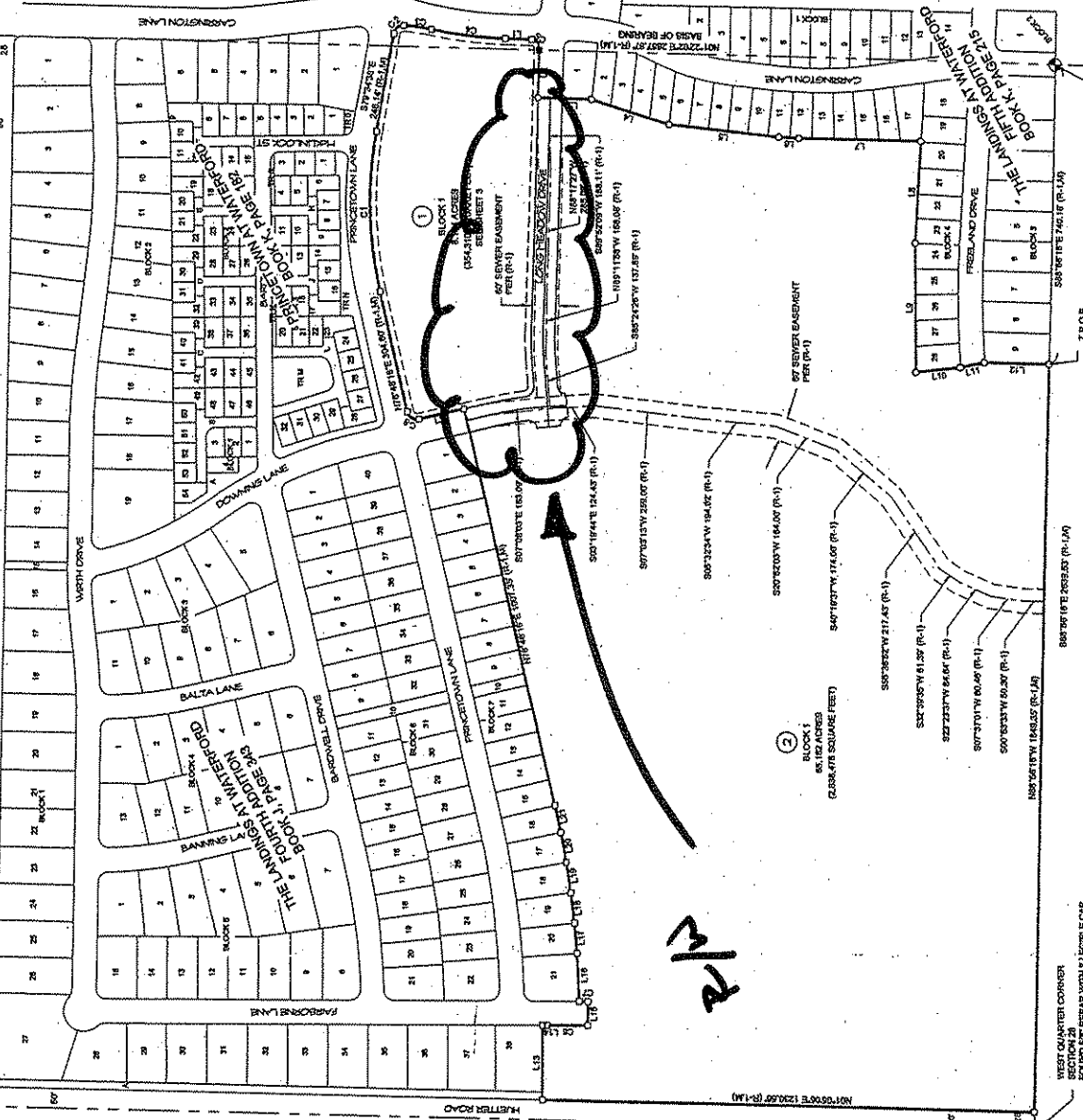
A REAR LOT 28, BLOCK 4 OF THE LANDINGS AT WATERFORD FIFTH ADDITION  
 A PORTION OF THE NORTH HALF OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN  
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 INSTRUMENT NUMBER \_\_\_\_\_



NORTH QUARTER CORNER  
 SECTION 28  
 FOUND 5/2\" REBAR  
 C/P# INSTRUMENT NUMBER 842845

NORTHWEST CORNER  
 SECTION 28  
 FOUND 5/2\" REBAR WITH ALLEGED CAP  
 C/P# INSTRUMENT NUMBER 830997



### BASIS OF BEARING

THE BASIS OF BEARING FOR THIS PLAN IS THE EAST LINE OF THE  
 CENTER LINE OF THE NORTH QUARTER CORNER OF SECTION 28,  
 RANGE 4 WEST, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN,  
 SANS STATE PLANE COORDINATE SYSTEM, WEST ZONE, USNG 14N D 83  
 COORDINATES. THE CONVERGENCE ANGLE AT THE NORTH QUARTER  
 CORNER OF SECTION 28, RANGE 4 WEST, TOWNSHIP 51 NORTH,  
 IS 0.00894. BEARINGS SHOWN HEREIN ARE GRID AND DISTANCES  
 SHOWN HEREIN ARE GROUND DISTANCES.

### REFERENCE DOCUMENT

(R-1) PLAN OF THE LANDINGS AT WATERFORD FIFTH ADDITION PREPARED  
 BY CHAD J. JOHNSON, PLS # 897 AND RECORDED IN BOOK K OF  
 PLATS AT PAGE 416, RECORD OF KOOTENAI COUNTY, IDAHO.

### NOTE

THERE WAS NO ATTENTIVE HAND TO SHOW ALL OF THE MATERIAL  
 FEATURES OF THIS PROPERTY. NO SIGNIFICATION RECORDED  
 EASEMENTS, EXCEPT FOR THOSE SHOWN HEREIN.

### LEGEND

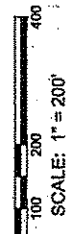
- O FOUND 5/2\" REBAR WITH PLASTIC CAP MARKED  
 INC PL# 897
- D FOUND 5/2\" REBAR WITH PLASTIC CAP MARKED  
 PL# 418A, OR AS NOTED
- H SET 5/2\" x 3/4\" REBAR WITH PLASTIC CAP MARKED  
 PL# 418Z
- (P.F.O.B.) TRUE POINT OF BEGINNING

| LINE       | LENGTH | BEARING       | AREA        | PERCENT | REMARKS       |
|------------|--------|---------------|-------------|---------|---------------|
| L1 (R-1A)  | 16.24  | S81°42'57\" W | 1.13 (R-1A) | 16.42   | 81°15'00\" E  |
| L2 (R-1A)  | 12.35  | S88°17'27\" E | 1.13 (R-1A) | 16.40   | S89°50'00\" E |
| L3 (R-1A)  | 13.49  | S81°42'57\" E | 1.14 (R-1A) | 11.39   | S90°00'00\" E |
| L4 (R-1A)  | 20.85  | N17°52'4\" E  | 1.16 (R-1A) | 60.00   | S89°00'00\" E |
| L5 (R-1A)  | 27.19  | S89°27'59\" W | 1.16 (R-1A) | 116.78  | N89°30'00\" E |
| L6 (R-1A)  | 20.85  | S81°42'57\" W | 1.16 (R-1A) | 74.82   | N89°00'00\" E |
| L7 (R-1A)  | 20.85  | S81°42'57\" W | 1.16 (R-1A) | 74.82   | N89°00'00\" E |
| L8 (R-1A)  | 319.00 | S89°24'49\" W | 1.20 (R-1A) | 74.82   | N89°00'00\" E |
| L9 (R-1A)  | 111.81 | S89°27'18\" E | 1.21 (R-1A) | 66.42   | N87°18'00\" E |
| L10 (R-1A) | 111.81 | N17°52'4\" W  | 1.22 (R-1A) | 116.00  | N15°15'4\" W  |
| L11 (R-1A) | 90.73  | N17°52'4\" W  | 1.22 (R-1A) | 116.00  | N15°15'4\" W  |

| CURVE      | LENGTH | CHORD | AREA   | PERCENT       | REMARKS |
|------------|--------|-------|--------|---------------|---------|
| C1 (R-1A)  | 28.41  | 25.00 | 33.27  | 537.61 (R-1A) | 23.28   |
| C2 (R-1A)  | 28.41  | 25.00 | 33.27  | 537.61 (R-1A) | 23.28   |
| C3 (R-1A)  | 16.54  | 16.54 | 68.59  | 597.67 (R-1A) | 34.93   |
| C4 (R-1A)  | 16.54  | 16.54 | 68.59  | 597.67 (R-1A) | 34.93   |
| C5 (R-1A)  | 20.00  | 20.00 | 103.00 | 597.67 (R-1A) | 20.00   |
| C6 (R-1A)  | 20.00  | 20.00 | 103.00 | 597.67 (R-1A) | 20.00   |
| C7 (R-1A)  | 22.29  | 22.29 | 102.00 | 597.67 (R-1A) | 21.60   |
| C8 (R-1A)  | 22.29  | 22.29 | 102.00 | 597.67 (R-1A) | 21.60   |
| C9 (R-1A)  | 22.29  | 22.29 | 102.00 | 597.67 (R-1A) | 21.60   |
| C10 (R-1A) | 22.29  | 22.29 | 102.00 | 597.67 (R-1A) | 21.60   |

DRAWING BY: DCC  
 CHECKED BY: TES  
 SCALE: 1\" = 200'  
 DATE: 02/20/10  
 JOB NO.: 09-003

LAKE CITY ENGINEERING  
 8900 N. SCOTLANDWAY, SUITE 4  
 COEUR D'ALENE, IDAHO 83814  
 208.676.0250



44-2-10

3

**GRANT DEED  
FOR RIGHT-OF-WAY PURPOSES**

KNOW ALL MEN BY THESE PRESENTS, that Prairie Landings, LLC, an Idaho Limited Liability Company whose address is 7500 Mulholland Drive, Coeur d'Alene, ID, 83815, and, R&R Leasing, LLC, an Idaho Limited Liability Company whose address is, 7500 Mulholland Drive, Coeur d'Alene, ID, 83815, with William Radobenko, Member, and, Sam Investments, LLC, and Idaho Limited Liability Company whose address is PO Box 2350, Coeur d'Alene, ID 83816, with Tom Anderl, Manager, Grantors, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the City of Coeur d'Alene, the Grantee, receipt of which is acknowledged, do hereby grant, quitclaim and convey unto the City of Coeur d'Alene, a municipal corporation and political subdivision of the State of Idaho, duly organized and existing pursuant to the laws of the State of Idaho, whose address is 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, its successors and assigns, the following described property in Kootenai County, to wit:

See attached "Exhibit A" incorporated herein.

TO HAVE AND TO HOLD such property for public right-of-way purposes and incidents thereto, the Grantors do hereby dedicate their interest in said land for public right-of-way purposes. Said Grant to be appurtenant to and shall run with the land and be binding on the heirs and assigns of the Grantors.

IN WITNESS WHEREOF, the Grantors have caused this instrument to be executed this 17 day

of June, 2010.

Prairie Landings, LLC

R&R Leasing, LLC

By:

William Radobenko  
Member

William Radobenko, Member

Sam Investments, LLC

By:

Tom Anderl  
Manager

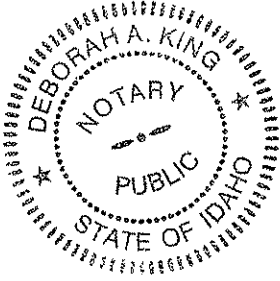
Tom Anderl, Manager

STATE OF IDAHO )  
 ) ss.  
COUNTY OF KOOTENAI )

On this 17<sup>th</sup> day of June, 2010, before me a Notary Public, personally appeared William Radobenko, known or identified to me to be a Member of Prairie Landing, LLC, and, R&R Leasing, LLC, and the person who executed the foregoing instrument, and, acknowledged to me that said limited Liability Company's 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.

Deborah A. King



Notary Public for the State of IDAHO

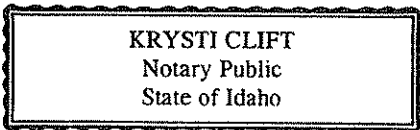
Residing at: Coeur d'Alene

My Commission Expires: 7/21/15

STATE OF IDAHO                    )  
                                                          ) ss.  
COUNTY OF KOOTENAI        )

On this 16<sup>th</sup> day of June, 2010, before me a Notary Public, personally appeared Tom Anderl, known or identified to me to be a Manager of Sam Investments, LLC, and the person who executed the foregoing instrument, and, acknowledged to me that said limited Liability Company 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.



Krysti Clift

Notary Public for the State of IDAHO

Residing at: Coeur d'Alene

My Commission Expires: 11/13/14

**EXHIBIT "A"**

A parcel of land being a portion of Lot 29, Block 4 of The Landings at Waterford Fifth Addition as recorded at Book K of Plats, Pages 215 through 215D, Records of Kootenai County, Idaho, more particularly described as follows:

COMMENCING AT the northwest corner of Lot 1, Block 4 of The Landings at Waterford Fifth Addition, said point being a point on the southerly right-of-way of Long Meadow Drive, said point also being the TRUE POINT OF BEGINNING;

thence North  $88^{\circ}17'27''$  West a distance of 581.16 feet;

thence 51.78 feet along a non-tangent curve concave to the South, having a radius of 470.00 feet, a central angle of  $06^{\circ}18'44''$  and a long chord bearing North  $88^{\circ}33'10''$  East a distance of 51.75 feet;

thence South  $85^{\circ}23'48''$  West a distance of 79.08 feet;

thence 30.46 feet along a non-tangent curve concave to the southeast, having a radius of 20.00 feet, a central angle of  $87^{\circ}16'11''$  and a long chord bearing South  $41^{\circ}45'42''$  West a distance of 27.60 feet;

thence South  $83^{\circ}29'16''$  West a distance of 60.21 feet;

thence 32.47 feet along a non-tangent curve concave to the southwest, having a radius of 20.00 feet, a central angle of  $93^{\circ}01'04''$  and a long chord bearing North  $48^{\circ}05'40''$  West a distance of 29.02 feet;

thence North  $04^{\circ}36'07''$  West a distance of 60.00 feet;

thence 32.47 feet along a non-tangent curve concave to the northwest, having a radius of 20.00 feet, a central angle of  $93^{\circ}00'58''$  and a long chord bearing North  $38^{\circ}53'19''$  East a distance of 29.02 feet;

thence 94.97 feet along a non-tangent curve concave to the West, having a radius of 970.00 feet, a central angle of  $05^{\circ}36'34''$  and a long chord bearing North  $10^{\circ}25'27''$  West a distance of 94.93 feet;

thence North  $13^{\circ}13'44''$  West a distance of 55.42 feet to a point on the westerly right-of-way of Downing Lane;

thence North  $76^{\circ}46'16''$  East a distance of 60.00 feet to a point on the easterly right-of-way of Downing Lane;

thence South  $13^{\circ}13'44''$  East a distance of 55.42 feet;

thence 101.34 feet along a non-tangent curve concave to the West, having a radius of 1030.00 feet, a central angle of  $05^{\circ}38'14''$  and a long chord bearing South  $10^{\circ}24'37''$  East a distance of 101.30;

thence 37.97 feet along a non-tangent curve concave to the northeast, having a radius of 25.00 feet, a central angle of  $87^{\circ}00'42''$  and a long chord bearing South  $51^{\circ}05'51''$  East a distance of 34.32 feet;

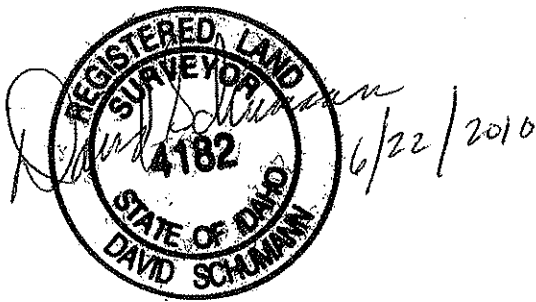
thence North 85°23'48" East a distance of 74.33 feet;

thence 58.38 feet along a non-tangent curve concave to the South, having a radius of 530.00, a central angle of 06°18'44" and a long chord bearing North 88°33'10" East a distance of 58.36 feet;

thence South 88°17'27" East a distance of 581.15 feet to a point on the northerly right-of-way of Long Meadow Drive;

thence South 01°42'33" West a distance of 60.00 feet to the TRUE POINT OF BEGINNING;

said parcel contains 1.40 acres, more or less.

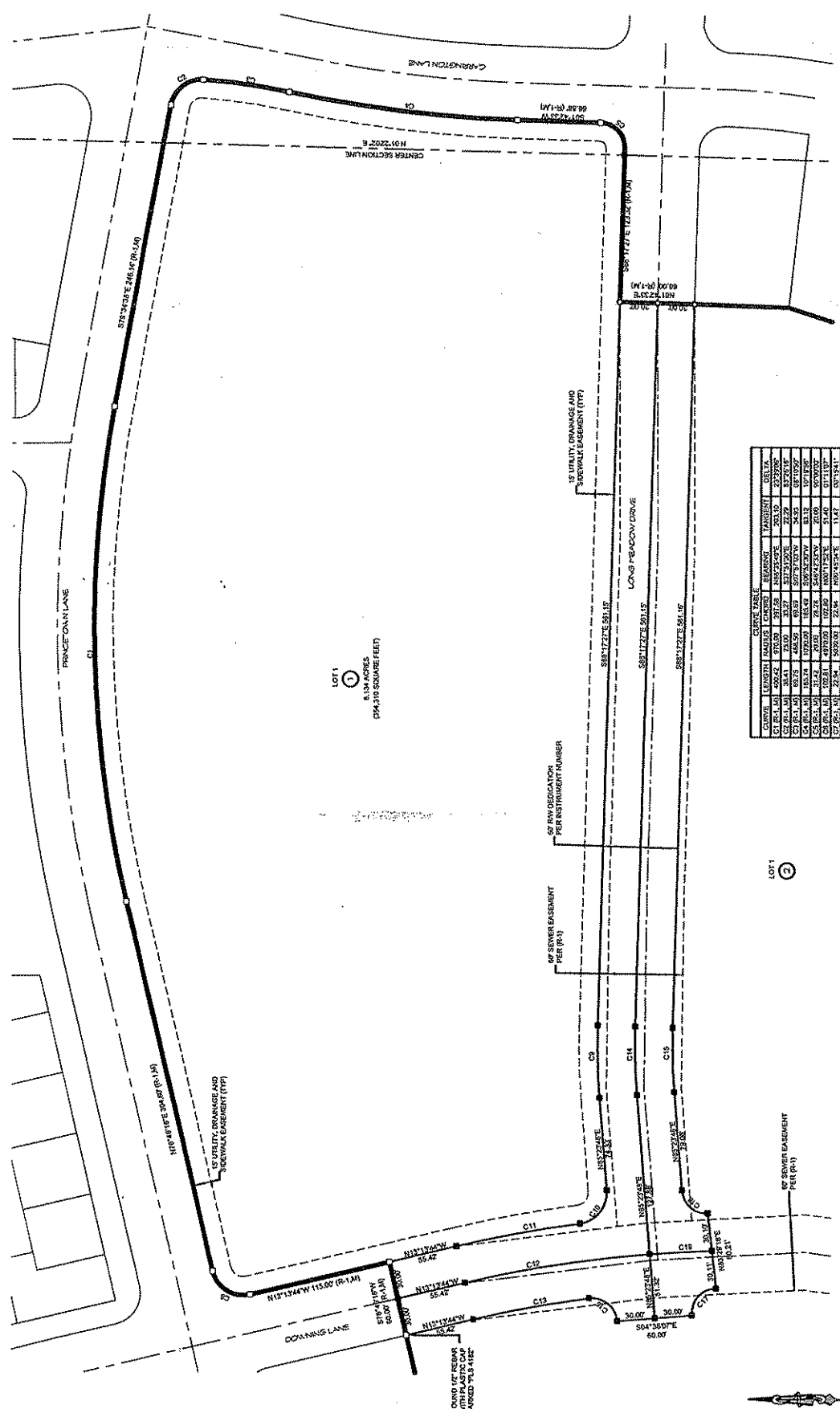




# THE LANDINGS AT WATERFORD SIXTH ADDITION

A REPLAT OF LOT 28, BLOCK 4 OF THE LANDINGS AT WATERFORD FIFTH ADDITION  
 A PORTION OF THE NORTH HALF OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN  
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 INSTRUMENT NUMBER \_\_\_\_\_



| CURVE | LENGTH | BEARING | CHORD  | BEARING    | TANGENT | AREA     |
|-------|--------|---------|--------|------------|---------|----------|
| C1    | 202.42 | S31°58' | 203.18 | S52°32'56" | 23.18   | 2,379.06 |
| C2    | 88.41  | S10°00' | 88.41  | S71°32'56" | 27.29   | 8,739.18 |
| C3    | 88.41  | S89°59' | 88.41  | S18°27'04" | 27.29   | 8,739.18 |
| C4    | 88.41  | S10°00' | 88.41  | S71°32'56" | 27.29   | 8,739.18 |
| C5    | 88.41  | S89°59' | 88.41  | S18°27'04" | 27.29   | 8,739.18 |
| C6    | 88.41  | S10°00' | 88.41  | S71°32'56" | 27.29   | 8,739.18 |
| C7    | 88.41  | S89°59' | 88.41  | S18°27'04" | 27.29   | 8,739.18 |
| C8    | 88.41  | S10°00' | 88.41  | S71°32'56" | 27.29   | 8,739.18 |
| C9    | 88.41  | S89°59' | 88.41  | S18°27'04" | 27.29   | 8,739.18 |
| C10   | 88.41  | S10°00' | 88.41  | S71°32'56" | 27.29   | 8,739.18 |
| C11   | 88.41  | S89°59' | 88.41  | S18°27'04" | 27.29   | 8,739.18 |
| C12   | 88.41  | S10°00' | 88.41  | S71°32'56" | 27.29   | 8,739.18 |
| C13   | 88.41  | S89°59' | 88.41  | S18°27'04" | 27.29   | 8,739.18 |
| C14   | 88.41  | S10°00' | 88.41  | S71°32'56" | 27.29   | 8,739.18 |
| C15   | 88.41  | S89°59' | 88.41  | S18°27'04" | 27.29   | 8,739.18 |
| C16   | 88.41  | S10°00' | 88.41  | S71°32'56" | 27.29   | 8,739.18 |
| C17   | 88.41  | S89°59' | 88.41  | S18°27'04" | 27.29   | 8,739.18 |
| C18   | 88.41  | S10°00' | 88.41  | S71°32'56" | 27.29   | 8,739.18 |
| C19   | 88.41  | S89°59' | 88.41  | S18°27'04" | 27.29   | 8,739.18 |
| C20   | 88.41  | S10°00' | 88.41  | S71°32'56" | 27.29   | 8,739.18 |

DRAWING BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 SCALE: 1" = 50'  
 DATE: \_\_\_\_\_  
 JOB NO. \_\_\_\_\_

**2**

**3**

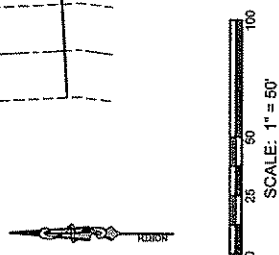
**LAKE ESTATE ENGINEERING**  
 3009 N. SCORSEBEE WAY, STE 4  
 COEUR D'ALENE, IDAHO 83815  
 (208) 765-2222

LOT 1


LEGEND

- FOUND REBAR WITH PLASTIC CAP MARKED
- FOUND REBAR WITH PLASTIC CAP MARKED
- FOUND REBAR WITH PLASTIC CAP MARKED
- SET 5/8" X 30" REBAR WITH PLASTIC CAP MARKED
- PL 4-182
- PL 5-182
- PL 6-182

PROPERTY BOUNDARY  
 SECTION LINE  
 EXISTING LOT LINE  
 MEASURED  
 (T.P.O.B.) TRUE POINT OF BEGINNING



**CITY COUNCIL  
STAFF REPORT**

**DATE:** July 6, 2010  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** Forest Cemetery Annex, Second Addition to Riverview Addition, Final Plat Approval

---

**DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat document, a nine hundred thirteen (913) "lot", cemetery subdivision.

**HISTORY**

- a. Applicant: Terry Machado  
City of Coeur d'Alene Parks Department - Cemetery  
710 E. Mullan Avenue  
Coeur d'Alene, ID 83815
- b. Location: Between Lincoln Way and Northwest Boulevard, south of Harrison Avenue.
- c. Previous Action:
  1. Forest Cemetery Annex Riverview Addition, final plat - November 1985.
  2. Forest Cemetery Annex 1<sup>st</sup> Addition to Riverview Addition, final plat - March 1995.

**FINANCIAL ANALYSIS**

There are no financial issues with this cemetery platting.

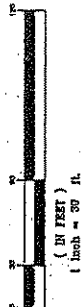
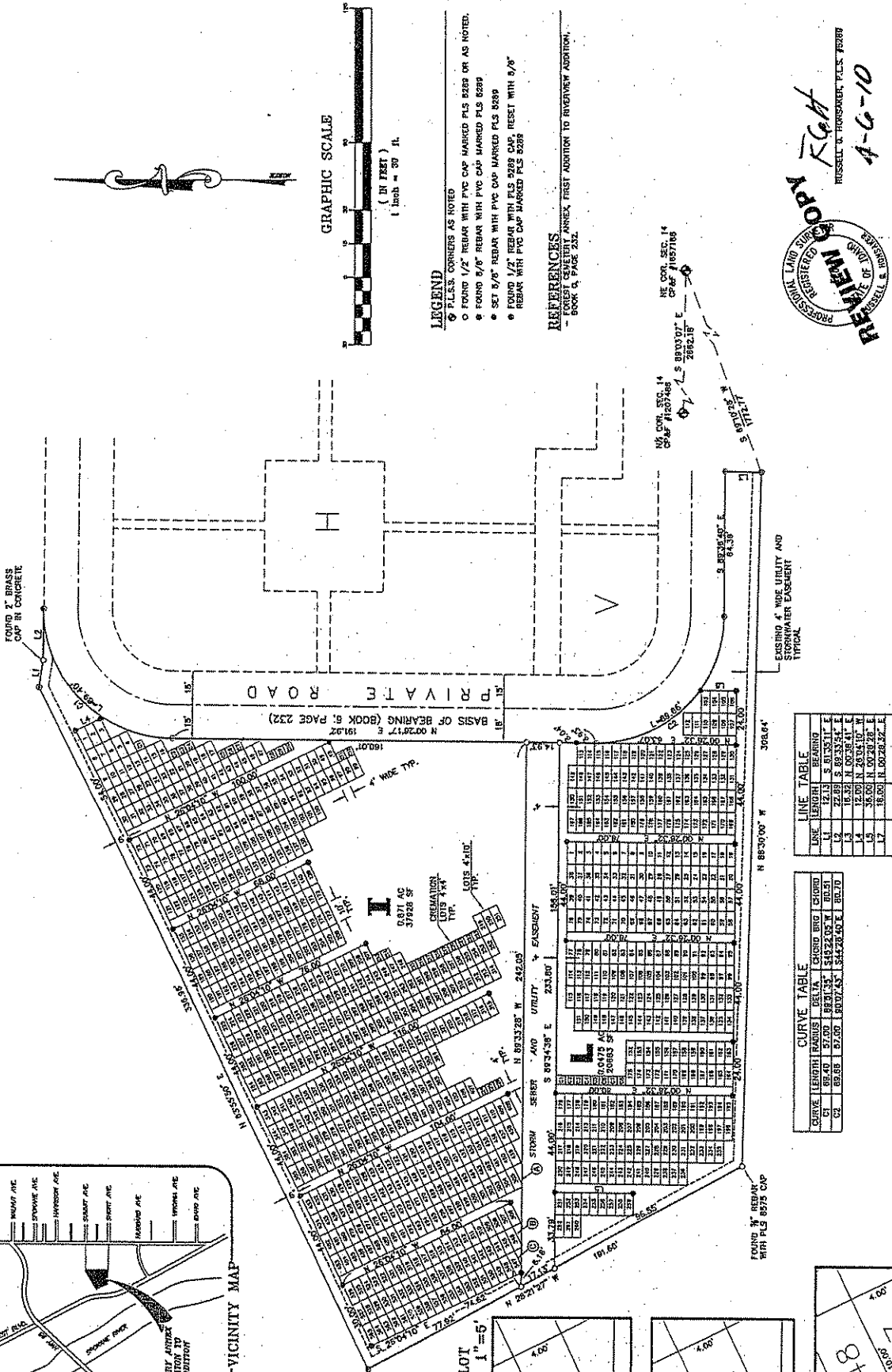
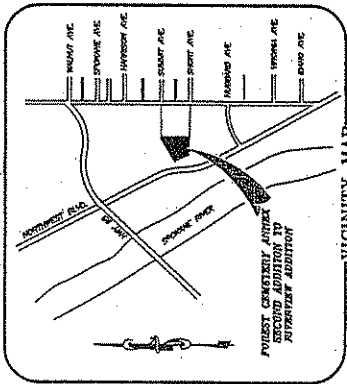
**PERFORMANCE ANALYSIS**

There are no infrastructure developments that need to be addressed, therefore, the final plat will be ready for recordation upon its submittal by the Parks Department.

**DECISION POINT RECOMMENDATION**

Approve the final plat document.

**FOREST CEMETERY ANNEX, SECOND ADDITION TO RIVERVIEW ADDITION**  
REPLAY OF FOREST CEMETERY ANNEX, FIRST ADDITION TO RIVERVIEW ADDITION, BLOCKS I AND L,  
FILED IN BOOK G, PAGE 232, IN KOOTENAI COUNTY RECORDER'S OFFICE,  
IN SECTION 14, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



- LEGEND**
- PLS'S, CORNERS AS NOTED
  - FOUND 1/2" REBAR WITH PVC CAP MARKED PLS 8289 OR AS NOTED.
  - FOUND 5/8" REBAR WITH PVC CAP MARKED PLS 8289
  - FOUND 1/2" REBAR WITH PVC CAP MARKED PLS 8289
  - FOUND 1/2" REBAR WITH PLS 8289 CAP. RESET WITH 5/8" REBAR WITH PVC CAP MARKED PLS 8289

**REFERENCES**  
- FOREST CEMETERY ANNEX, FIRST ADDITION TO RIVERVIEW ADDITION.  
- BOOK G, PAGE 232.

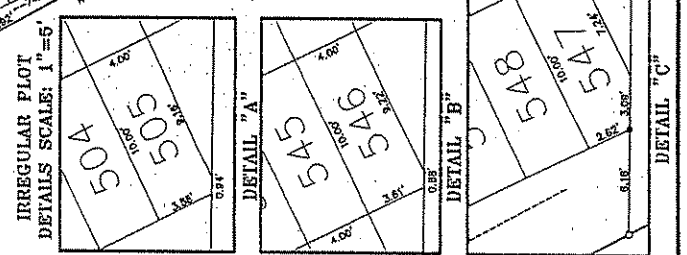
REVIEW COPY  
PROFESSIONAL LAND SURVEYOR  
REGISTERED  
STATE OF IDAHO  
KCAF  
RUSSELL W. THOMPSON, PLS. #2089  
A-G-10

**LINE TABLE**

| LINE | LENGTH | BEARING       |
|------|--------|---------------|
| 1    | 12.00  | N 83°32'28" E |
| 2    | 22.48  | S 89°43'38" E |
| 3    | 16.32  | N 00°25'17" W |
| 4    | 12.00  | N 83°32'28" E |
| 5    | 36.00  | N 00°25'17" E |
| 6    | 18.00  | N 00°25'17" E |

**CURVE TABLE**

| CURVE | LENGTH | RADIUS | DELTA | CHORD | CHORD BEARING |
|-------|--------|--------|-------|-------|---------------|
| C1    | 69.618 | 67.650 | 1.897 | 5.942 | 89.614        |
| C2    | 69.618 | 67.650 | 1.897 | 5.942 | 89.614        |



FOREST CEMETERY ANNEX  
SECOND ADDITION TO RIVERVIEW ADDITION  
SCALE 1" = 30'  
DATE 4-6-10

14-50N-4W C202K

FILE C202-10-PLJ

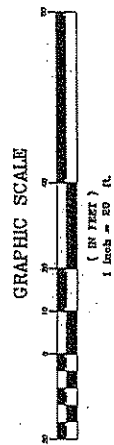
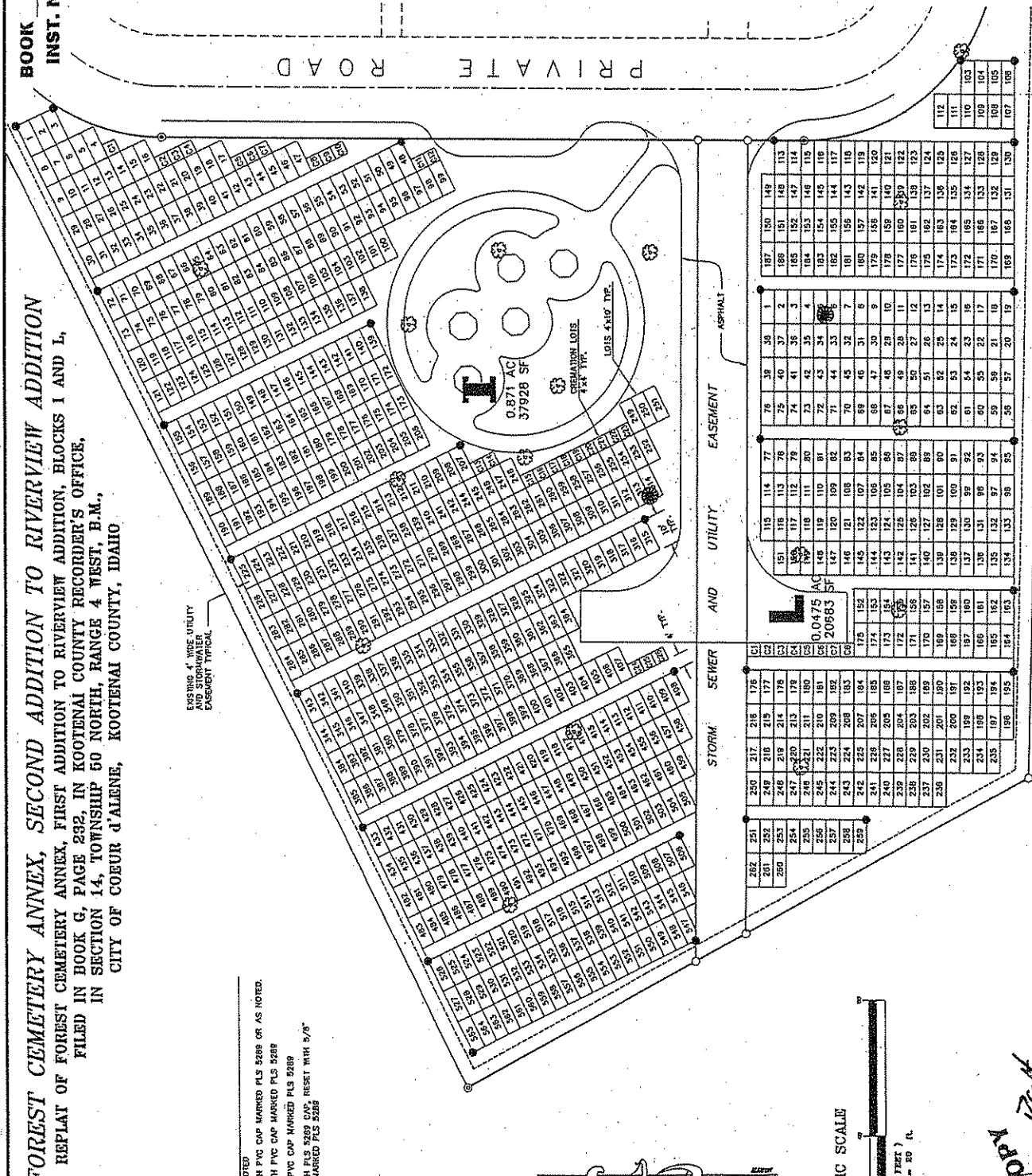
RUSSELL W. THOMPSON, PLS. #2089  
TEL: 832-3100  
FAX: 832-3101  
WWW: RUSSELLWTHOMPSON.COM

**TRAFF & S. METANA, PA**  
Consulting Engineers  
603 N. 10th St., Coeur d'Alene, ID 83814  
(208) 765-1111 / Fax: 765-8571 / Email: russell@traff.com

BOOK \_\_\_\_\_, PAGE \_\_\_\_\_  
INST. NO. \_\_\_\_\_

**FOREST CEMETERY ANNEX, SECOND ADDITION TO RIVERVIEW ADDITION**  
 REPLAY OF FOREST CEMETERY ANNEX, FIRST ADDITION TO RIVERVIEW ADDITION, BLOCKS I AND L,  
 FILED IN BOOK G, PAGE 292, IN KOOTENAI COUNTY RECORDER'S OFFICE,  
 IN SECTION 14, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.,  
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

- LEGEND**
- ⊙ P.L.S.S. CORNERS AS NOTED
  - FOUND 1/2" REBAR WITH PVC CAP MARKED PLS 5288 OR AS NOTED
  - FOUND 5/8" REBAR WITH PVC CAP MARKED PLS 5288
  - ⊙ SET 5/8" REBAR WITH PVC CAP MARKED PLS 5289
  - ⊙ FOUND 1/2" REBAR WITH PLS 5289 CAP, RESET WITH 5/8" REBAR WITH PVC CAP MARKED PLS 5288
  - ⊙ DECIDUOUS TREE
  - ⊙ FR. TREE



**THE WILSON**  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 RUSSELL W. THOMPSON, PLS. #9888  
 4-6-10

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| 187 | 188 | 189 | 190 | 191 | 192 | 193 | 194 | 195 | 196 | 197 | 198 | 199 | 200 | 201 | 202 | 203 | 204 | 205 | 206 | 207 | 208 | 209 | 210 | 211 | 212 | 213 | 214 | 215 | 216 | 217 | 218 | 219 | 220 | 221 | 222 | 223 | 224 | 225 | 226 | 227 | 228 | 229 | 230 | 231 | 232 | 233 | 234 | 235 | 236 | 237 | 238 | 239 | 240 | 241 | 242 | 243 | 244 | 245 | 246 | 247 | 248 | 249 | 250 | 251 | 252 | 253 | 254 | 255 | 256 | 257 | 258 | 259 | 260 | 261 | 262 | 263 | 264 | 265 | 266 | 267 | 268 | 269 | 270 | 271 | 272 | 273 | 274 | 275 | 276 | 277 | 278 | 279 | 280 | 281 | 282 | 283 | 284 | 285 | 286 | 287 | 288 | 289 | 290 | 291 | 292 | 293 | 294 | 295 | 296 | 297 | 298 | 299 | 300 | 301 | 302 | 303 | 304 | 305 | 306 | 307 | 308 | 309 | 310 | 311 | 312 | 313 | 314 | 315 | 316 | 317 | 318 | 319 | 320 | 321 | 322 | 323 | 324 | 325 | 326 | 327 | 328 | 329 | 330 | 331 | 332 | 333 | 334 | 335 | 336 | 337 | 338 | 339 | 340 | 341 | 342 | 343 | 344 | 345 | 346 | 347 | 348 | 349 | 350 | 351 | 352 | 353 | 354 | 355 | 356 | 357 | 358 | 359 | 360 | 361 | 362 | 363 | 364 | 365 | 366 | 367 | 368 | 369 | 370 | 371 | 372 | 373 | 374 | 375 | 376 | 377 | 378 | 379 | 380 | 381 | 382 | 383 | 384 | 385 | 386 | 387 | 388 | 389 | 390 | 391 | 392 | 393 | 394 | 395 | 396 | 397 | 398 | 399 | 400 | 401 | 402 | 403 | 404 | 405 | 406 | 407 | 408 | 409 | 410 | 411 | 412 | 413 | 414 | 415 | 416 | 417 | 418 | 419 | 420 | 421 | 422 | 423 | 424 | 425 | 426 | 427 | 428 | 429 | 430 | 431 | 432 | 433 | 434 | 435 | 436 | 437 | 438 | 439 | 440 | 441 | 442 | 443 | 444 | 445 | 446 | 447 | 448 | 449 | 450 | 451 | 452 | 453 | 454 | 455 | 456 | 457 | 458 | 459 | 460 | 461 | 462 | 463 | 464 | 465 | 466 | 467 | 468 | 469 | 470 | 471 | 472 | 473 | 474 | 475 | 476 | 477 | 478 | 479 | 480 | 481 | 482 | 483 | 484 | 485 | 486 | 487 | 488 | 489 | 490 | 491 | 492 | 493 | 494 | 495 | 496 | 497 | 498 | 499 | 500 | 501 | 502 | 503 | 504 | 505 | 506 | 507 | 508 | 509 | 510 | 511 | 512 | 513 | 514 | 515 | 516 | 517 | 518 | 519 | 520 | 521 | 522 | 523 | 524 | 525 | 526 | 527 | 528 | 529 | 530 | 531 | 532 | 533 | 534 | 535 | 536 | 537 | 538 | 539 | 540 | 541 | 542 | 543 | 544 | 545 | 546 | 547 | 548 | 549 | 550 | 551 | 552 | 553 | 554 | 555 | 556 | 557 | 558 | 559 | 560 | 561 | 562 | 563 | 564 | 565 | 566 | 567 | 568 | 569 | 570 | 571 | 572 | 573 | 574 | 575 | 576 | 577 | 578 | 579 | 580 | 581 | 582 | 583 | 584 | 585 | 586 | 587 | 588 | 589 | 590 | 591 | 592 | 593 | 594 | 595 | 596 | 597 | 598 | 599 | 600 | 601 | 602 | 603 | 604 | 605 | 606 | 607 | 608 | 609 | 610 | 611 | 612 | 613 | 614 | 615 | 616 | 617 | 618 | 619 | 620 | 621 | 622 | 623 | 624 | 625 | 626 | 627 | 628 | 629 | 630 | 631 | 632 | 633 | 634 | 635 | 636 | 637 | 638 | 639 | 640 | 641 | 642 | 643 | 644 | 645 | 646 | 647 | 648 | 649 | 650 | 651 | 652 | 653 | 654 | 655 | 656 | 657 | 658 | 659 | 660 | 661 | 662 | 663 | 664 | 665 | 666 | 667 | 668 | 669 | 670 | 671 | 672 | 673 | 674 | 675 | 676 | 677 | 678 | 679 | 680 | 681 | 682 | 683 | 684 | 685 | 686 | 687 | 688 | 689 | 690 | 691 | 692 | 693 | 694 | 695 | 696 | 697 | 698 | 699 | 700 | 701 | 702 | 703 | 704 | 705 | 706 | 707 | 708 | 709 | 710 | 711 | 712 | 713 | 714 | 715 | 716 | 717 | 718 | 719 | 720 | 721 | 722 | 723 | 724 | 725 | 726 | 727 | 728 | 729 | 730 | 731 | 732 | 733 | 734 | 735 | 736 | 737 | 738 | 739 | 740 | 741 | 742 | 743 | 744 | 745 | 746 | 747 | 748 | 749 | 750 | 751 | 752 | 753 | 754 | 755 | 756 | 757 | 758 | 759 | 760 | 761 | 762 | 763 | 764 | 765 | 766 | 767 | 768 | 769 | 770 | 771 | 772 | 773 | 774 | 775 | 776 | 777 | 778 | 779 | 780 | 781 | 782 | 783 | 784 | 785 | 786 | 787 | 788 | 789 | 790 | 791 | 792 | 793 | 794 | 795 | 796 | 797 | 798 | 799 | 800 | 801 | 802 | 803 | 804 | 805 | 806 | 807 | 808 | 809 | 810 | 811 | 812 | 813 | 814 | 815 | 816 | 817 | 818 | 819 | 820 | 821 | 822 | 823 | 824 | 825 | 826 | 827 | 828 | 829 | 830 | 831 | 832 | 833 | 834 | 835 | 836 | 837 | 838 | 839 | 840 | 841 | 842 | 843 | 844 | 845 | 846 | 847 | 848 | 849 | 850 | 851 | 852 | 853 | 854 | 855 | 856 | 857 | 858 | 859 | 860 | 861 | 862 | 863 | 864 | 865 | 866 | 867 | 868 | 869 | 870 | 871 | 872 | 873 | 874 | 875 | 876 | 877 | 878 | 879 | 880 | 881 | 882 | 883 | 884 | 885 | 886 | 887 | 888 | 889 | 890 | 891 | 892 | 893 | 894 | 895 | 896 | 897 | 898 | 899 | 900 | 901 | 902 | 903 | 904 | 905 | 906 | 907 | 908 | 909 | 910 | 911 | 912 | 913 | 914 | 915 | 916 | 917 | 918 | 919 | 920 | 921 | 922 | 923 | 924 | 925 | 926 | 927 | 928 | 929 | 930 | 931 | 932 | 933 | 934 | 935 | 936 | 937 | 938 | 939 | 940 | 941 | 942 | 943 | 944 | 945 | 946 | 947 | 948 | 949 | 950 | 951 | 952 | 953 | 954 | 955 | 956 | 957 | 958 | 959 | 960 | 961 | 962 | 963 | 964 | 965 | 966 | 967 | 968 | 969 | 970 | 971 | 972 | 973 | 974 | 975 | 976 | 977 | 978 | 979 | 980 | 981 | 982 | 983 | 984 | 985 | 986 | 987 | 988 | 989 | 990 | 991 | 992 | 993 | 994 | 995 | 996 | 997 | 998 | 999 | 1000 |
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**PLOT MAP**  
 SCALE: 1" = 20'  
 SHEET 2 OF 3  
 14-50N-4W C202X  
 14-50N-4W C202X  
 14-50N-4W C202X

**FOREST CEMETERY ANNEX, SECOND ADDITION TO RIVERVIEW ADDITION**  
 REPLAY OF FOREST CEMETERY ANNEX, FIRST ADDITION TO RIVERVIEW ADDITION, BLOCKS I AND L,  
 FILED IN BOOK G, PAGE 232, IN KOOTENAI COUNTY RECORDER'S OFFICE,  
 IN SECTION 14, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.,  
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK \_\_\_\_\_, PAGE \_\_\_\_\_  
 INST. No. \_\_\_\_\_

**OWNER'S CERTIFICATE**

BE IT KNOWN THAT THE CITY OF COEUR D'ALENE, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO AND THE RECORD OWNER OF THE REAL PROPERTY DESCRIBED IN THIS CERTIFICATION, HAS CAUSED BLOCKS I AND L OF THE PLAT OF FOREST CEMETERY ANNEX, FIRST ADDITION TO RIVERVIEW ADDITION, BOOK G, PAGE 232, RECORDS OF KOOTENAI COUNTY, TO BE SURVEYED AND REPLATTED INTO LOTS AND BLOCKS AS SHOWN HEREON TO BE KNOWN AS FOREST CEMETERY ANNEX, SECOND ADDITION TO RIVERVIEW ADDITION, BEING A PORTION OF LOT 2, FORT SHERMAN ABANDONED MILITARY RESERVATION, IN SECTION 14, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M., IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID BLOCK L, SAID CORNER BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE ALONG THE BOUNDARY LINE OF SAID PLAT OF FOREST CEMETERY ANNEX, FIRST ADDITION TO RIVERVIEW ADDITION, N 88°30'00" W, 308.64 FEET; THENCE N 28°21'27" W, 191.60 FEET; THENCE N 63°52'50" E, 336.96 FEET; THENCE S 81°35'11" E, 12.13 FEET; THENCE S 89°33'54" E, 22.89 FEET TO THE NORTHEASTERLY CORNER OF SAID BLOCK I AND THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST; THENCE LEAVING THE SAID BOUNDARY LINE OF SAID PLAT ALONG THE WESTERLY RIGHT-OF-WAY LINE OF AN UNNAMED PRIVATE ROAD WITHIN SAID PLAT, 89.40 FEET ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 57.00 FEET, A CENTRAL ANGLE OF 89°51'35", A CHORD BEARING OF S 45°22'05" W AND A CHORD DISTANCE OF 80.51 FEET; THENCE S 00°26'17" W, 191.92 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST; THENCE 89.66 FEET ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 57.00 FEET, A CENTRAL ANGLE OF 80°07'43", A CHORD BEARING OF S 44°28'40" E AND A CHORD DISTANCE OF 80.70 FEET; THENCE S 89°36'40" E, 64.36 FEET TO AN ANGLE POINT OF THE BOUNDARY LINE OF SAID BLOCK I; THENCE ALONG THE SAID BOUNDARY LINE OF BLOCK I, S 00°36'41" W, 16.32 FEET TO THE TRUE POINT OF BEGINNING; CONTAINING APPROXIMATELY 1.427 ACRES, MORE OR LESS.

RESERVING THE PRIVATE ROAD AS SHOWN HEREON AND ALSO RESERVING THE EASEMENTS AS SHOWN HEREON AND ANY OTHER SUCH EASEMENT AS MAY BE OF RECORD OR IN VIEW.

WATER SERVICE WILL BE PROVIDED BY THE CITY OF COEUR D'ALENE

MAYOR CITY OF COEUR D'ALENE

CLERK CITY OF COEUR D'ALENE

STATE OF IDAHO SS. KOOTENAI COUNTY

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010, BEFORE ME PERSONALLY APPEARED \_\_\_\_\_ CLERK CITY OF COEUR D'ALENE, KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE ABOVE OWNER'S CERTIFICATE AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME.

NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO RESIDING IN \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**

I, RUSSELL G. HONSAKER, P.L.S. NO. 5289, STATE OF IDAHO, DO HEREBY CERTIFY THAT THE PLAT AS SHOWN HEREON IS BASED UPON ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL ANGLES, DISTANCES, AND CORNERS ARE STAKED AS SHOWN ON THE PLAT.

RUSSELL G. HONSAKER, P.L.S. #5289



*Ref*  
 4-6-10

**CITY OF COEUR D'ALENE ENGINEER**

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR FILING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.

ENGINEER CITY OF COEUR D'ALENE

**CITY COUNCIL APPROVAL**

THIS PLAT APPROVED BY THE CITY COUNCIL OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.

MAYOR CITY OF COEUR D'ALENE

CLERK CITY OF COEUR D'ALENE

**PANHANDLE HEALTH DISTRICT I**

A SANITARY RESTRICTION ACCORDING TO IDAHO CODE 50-1326 TO 50-1329 IS IMPOSED ON THIS PLAT. NO BUILDING, DWELLING OR SHELTER SHALL BE ERRECTED UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED AND LIFTED.

THIS PLAT APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.

PANHANDLE HEALTH DISTRICT I

SANITARY RESTRICTION SATISFIED AND LIFTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.

PANHANDLE HEALTH DISTRICT I

**KOOTENAI COUNTY TREASURER**

I HEREBY CERTIFY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010, THAT THE REQUIRED TAXES ON THE HEREIN PLATTED LAND HAVE BEEN PAID THRU \_\_\_\_\_

KOOTENAI COUNTY TREASURER

**KOOTENAI COUNTY SURVEYOR**

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR FILING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.



**KOOTENAI COUNTY RECORDER**

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, AT THE REQUEST OF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010, AT \_\_\_\_\_ M. AND DULY RECORDED IN PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

KOOTENAI COUNTY RECORDER

|                                       |           |       |                       |                     |
|---------------------------------------|-----------|-------|-----------------------|---------------------|
| BOOK 4-6-10                           | 14-50N-4W | C202x | RECORDING DATE        | 2010                |
| SECOND ADDITION TO RIVERVIEW ADDITION |           |       | PLAT BY               | FRANK & SUTAMA, PA  |
| FOREST CEMETERY ANNEX                 |           |       | PROFESSIONAL ENGINEER | REGISTERED ENGINEER |
| RECORDING DATE                        |           |       | PLAT NO.              | 3 OF 3              |

# ANNOUNCEMENTS

# Memo to Council

DATE: July 1, 2010

RE: Appointments to Boards/Commissions/Committees

The following re-appointment is presented for your consideration for the July 6th Council Meeting:

DAVID WAGNER

NOISE ABATEMENT BOARD

A copy of the data sheet is in front of your mailboxes.

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Susan Weathers, Municipal Services Director

OTHER BUSINESS



COUNCIL BILL NO. 10-1012  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-17 FOR PARCEL "A" AND LM FOR PARCEL "B" TO C-17, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/-1.1 ACRE PARCEL AT 909 AND 927 WEST RIVER AVENUE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

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

**Is described as two parcels totaling +/- 1.1 acres at 909 and 927 West River Avenue and legally described as the West ½ of Lot 10 & Lots 11 & 12, Block 3 and Lots 1 thru 8, Block 4, Taylor's Park in the Northeast Quarter of Section 14, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho**

is hereby changed and rezoned from R-17 (Residential at 17 units/acre) and LM (Light Manufacturing) to C-17 (Commercial at 17 units/acre).

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

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

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

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

**SECTION 6.** After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED this 6<sup>th</sup> day of July 2010.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk

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

**Zone Change – ZC-1-10**

**North Idaho College: +/-1.1 Acre Parcel at 909 and 927 West River Avenue**

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-17 FOR PARCEL "A" AND LM FOR PARCEL "B" TO C-17, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/-1.1 ACRE PARCEL AT 909 AND 927 WEST RIVER AVENUE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

---

Susan K. Weathers, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, Michael Gridley, am the City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Zone Change – ZC-1-10 / North Idaho College: +/-1.1 Acre Parcel at 909 and 927 West River Avenue, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 6<sup>th</sup> day of June, 2010.

---

Michael Gridley, City Attorney

# PUBLIC HEARINGS

**CITY COUNCIL  
STAFF REPORT**

FROM: JOHN J. STAMOS, SENIOR PLANNER  
DATE: JULY 6, 2010  
SUBJECT: ZC-4-10 - ZONE CHANGE FROM R-12 TO C-17  
LOCATION: +/- 19,425 SQ. FT. PARCEL AT 139 & 141 EAST SPRUCE AVENUE

**DECISION POINT:**

Gary Fredrickson is requesting approval of a Zone Change from R-12 (Residential at 12 units/acre) to C-17 (Commercial at 17 units/acre).

**SITE PHOTOS:**

A. Aerial photo

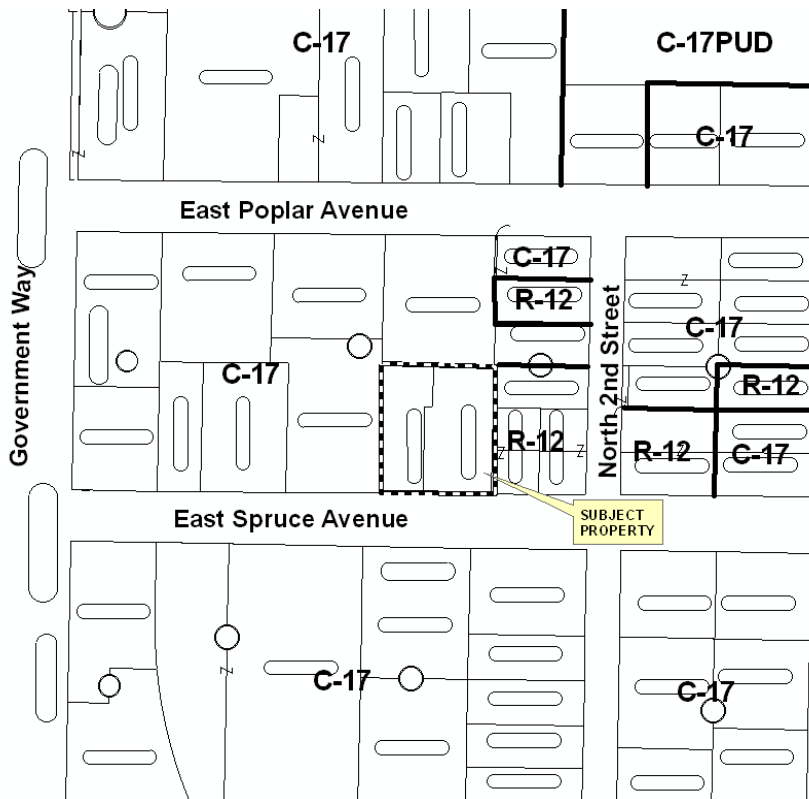


B. Existing house on subject property.

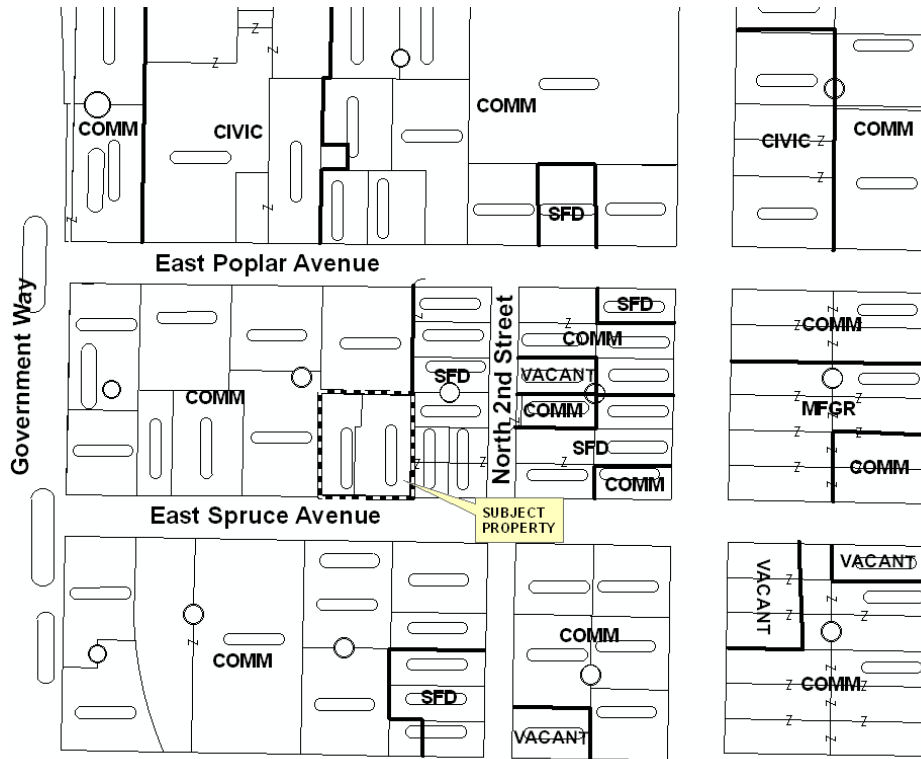


**GENERAL INFORMATION:**

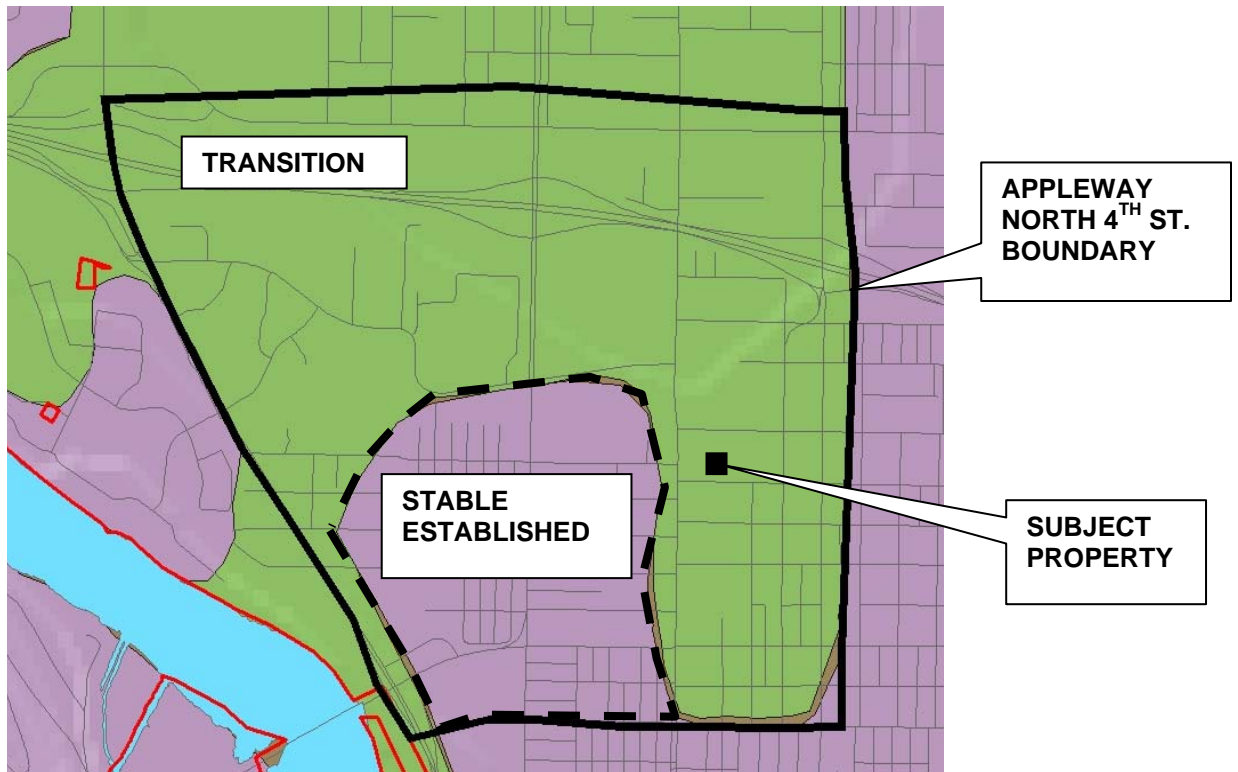
A. Zoning:



B. Generalized land use pattern:

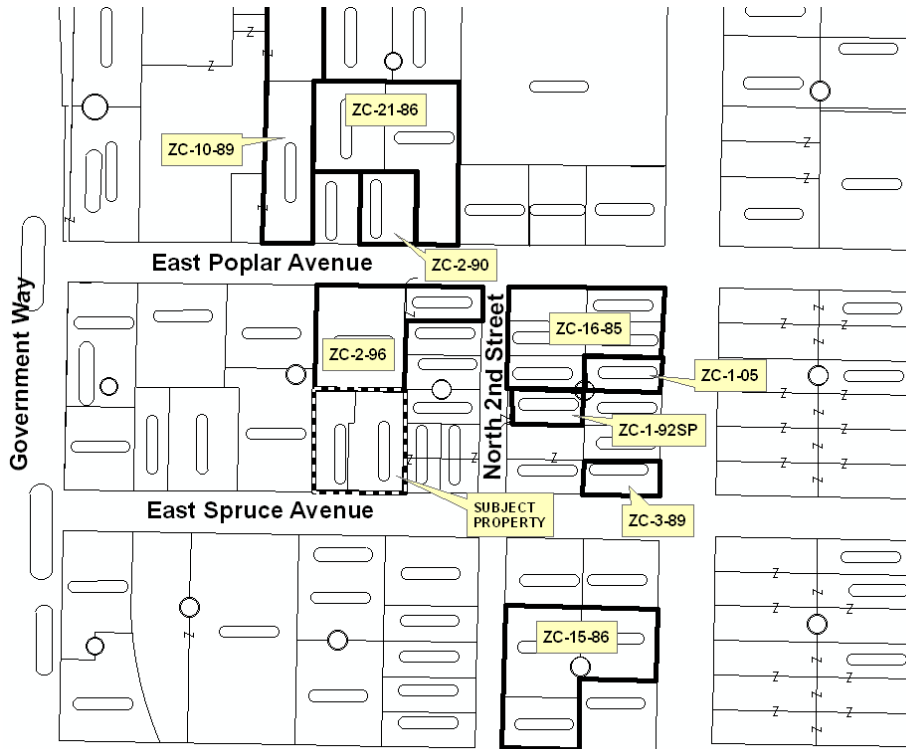


C. 2007 Comprehensive plan designation – Transition – Appleyway – North 4<sup>th</sup> Street Land Use Area.





D. Zone changes in surrounding area.



E. Applicant: Gary Fredrickson  
Owner: 2003 North 3<sup>rd</sup> Street  
Coeur d'Alene, ID 83814

F. Land uses in the area include single-family, commercial, civic and vacant parcels.

G. The subject property has one vacant parcel and a single-family dwelling on the other.

H. Zone changes in surrounding area. (See zone changes map on page 4)

1. ZC-16-85 – R-12 & R-17 to C-17.
2. ZC-15-86 – R-12 to C-17.
3. ZC-21-86 – R-12 to C-17.
4. ZC-3-89 – R-12 to C-17
5. ZC-10-89 – R-12 to C-17
6. ZC-2-90 – R-12 to C-17
7. ZC-1-92SP – R-12 to C-17.
8. ZC-2-96 – R-12 to C-17
9. ZC-1-05 – R-12 to C-17

- I. The Planning Commission approved the request on May 11, 2010 by a 4 to 0 vote.

## **PERFORMANCE ANALYSIS:**

- A. Zoning ordinance considerations:

Approval of the zone change request to C-17 would intensify the potential use of the property by increasing the allowable residential density by right from 12 units to 17 units per gross acre and increase the range of uses allowed by right and special use permit. The existing R-12 zone and proposed C-17 zone are listed for comparison purposes:

### **R-12 Zoning District:**

1. **Purpose**

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

2. **Uses permitted by right:**

- Single-family detached housing
- Duplex housing
- Pocket residential development
- Home occupations.
- Administrative.
- Public recreation.
- Neighborhood recreation.
- Essential service (underground)

3. **Uses permitted by Special Use Permit:**

- Boarding house.
- Childcare facility.
- Commercial film production.
- Commercial recreation.
- Community assembly.
- Community education.
- Community organization.
- Convenience sales.
- Essential service (aboveground).
- Group dwelling - detached housing.
- Handicapped or minimal care facility.
- Juvenile offenders facility.
- Noncommercial kennel.
- Religious assembly.
- Restriction to single-family only.
- Two (2) unit per gross acre density increase

### **C-17 Zoning District:**

4. **Purpose and Intent:**

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

5. **Uses permitted by right:**

- Single-family detached housing (as specified by the R-8 District).
- Duplex housing (as specified by the R-12 District).
- Cluster housing (as specified by the R-17 District).
- Multiple-family (as specified by the R-17 District).
- Home occupations.
- Community education.
- Essential service.
- Community assembly.
- Religious assembly.
- Public recreation.
- Neighborhood recreation.
- Commercial recreation.
- Automobile parking when serving an adjacent business or apartment.
- Hospitals/health care.
- Professional offices.
- Administrative offices.
- Banks and financial institutions.
- Personal service establishments.
- Agricultural supplies and commodity sales.
- Automobile and accessory sales.
- Business supply retail sales.
- Construction retail sales.
- Convenience sales.
- Department stores.
- Farm equipment sales.
- Food and beverage stores, on/off site consumption.
- Retail gasoline sales.
- Home furnishing retail sales.
- Specialty retail sales.
- Veterinary office.
- Hotel/motel.
- Automotive fleet storage.
- Automotive parking.
- Automobile renting.
- Automobile repair and cleaning.
- Building maintenance service.
- Business support service.
- Communication service.
- Consumer repair service.
- Convenience service.
- Funeral service.
- General construction service.
- Group assembly.
- Laundry service.
- Finished goods wholesale.
- Group dwelling-detached housing.

- Mini-storage facilities.
- Noncommercial kennel.
- Handicapped or minimal care facility.
- Rehabilitative facility.
- Child care facility.
- Juvenile offenders facility.
- Boarding house.
- Commercial kennel.
- Community organization.
- Nursing/convalescent/rest homes for the aged.
- Commercial film production.

6. **Uses allowed by special use permit:**

- Veterinary hospital.
- Warehouse/storage.
- Custom manufacturing.
- Extensive impact.
- Adult entertainment sales and service.
- Auto camp.
- Residential density of the R-34 district as specified.
- Underground bulk liquid fuel storage-wholesale.
- Criminal transitional facility.
- Wireless communication facility.

7. Evaluation: As indicated by the zoning, land use and zone changes maps, this area has been changing from a residential to a commercial area for many years with the C-17 zone now being the most common zoning designation and commercial land uses the predominate use in the area. Over the last 10 to 15 years there have been nine zones changes approved in the immediate area, all from R-12 to C-17.

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 (See page 4) designates the subject property as Transition and in the Appleway North 4<sup>th</sup> Street 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. **Appleway North 4<sup>th</sup> Street Land Use Area:**

Generally, this area is expected to be a mixed use area. The stable/established residential area will remain. The west Ironwood corridor will require careful evaluation of traffic flow. Ironwood will be connected to 4<sup>th</sup> Street, enabling higher intensity commercial and residential uses.

C. **The characteristics of Appleway North 4<sup>th</sup> Street neighborhoods will be:**

- That overall density will approach six units per acre (6:1) with infill and multi-family housing located next to arterial and collector streets.
- That pedestrian and bicycle connections will be provided.
- Street widening and potential reconfiguration of US 95 should be sensitive to adjacent uses.
- Uses that strengthen neighborhoods will be encouraged.

**D. The characteristics of Appleyway North 4<sup>th</sup> Street commercial areas will be:**

- That commercial buildings will remain lower in scale than in the downtown core.
- Streetscapes should be dominated by pedestrian facilities, landscaping, and buildings.
- Shared-use parking behind buildings is preferred

**3. Significant 2007 Comprehensive Plan 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 1.12 - Community Design:

Support the enhancement of existing urbanized areas and discourage sprawl.

➤ Objective 1.14 - Efficiency:

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

➤ Objective 2.01 - Business Image & Diversity:

Welcome and support a diverse mix of quality professional, trade, business, and service industries, while protecting existing uses of these types from encroachment by incompatible land uses.

➤ 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 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 3.07 - Neighborhoods:

Emphasize a pedestrian orientation when planning neighborhood preservation and revitalization.

➤ 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 - 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.”

Evaluation: 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:**

Public sewer is available and of adequate capacity.

Evaluation: Public sewer is available in Spruce Avenue and is adequately sized to handle the increased flow expected for the requested zone change from R-12 to C-17.

Submitted by Don Keil, Assistant Wastewater Superintendent

**WATER:**

Water is available and adequate.

Evaluation: Domestic service currently exists to each lot. There is an 8" C900 water main in the south side of the street adequate for fire service if needed. There are fire hydrants across the street and at the corner of Spruce Avenue and 2<sup>nd</sup> Street.

Submitted by Terry Pickel, Assistant Water Superintendent

**STORMWATER:**

City Code requires a stormwater management plan to be submitted and approved prior to any construction activity on the site.

Evaluation: Drainage from the street fronting the subject property is contained in the existing City hard pipe system and on-site storm water will be required to be contained on the subject property. That aspect will be addressed with the submittal of any building permit application for the subject property.

**TRAFFIC:**

The ITE Trip Generation Manual estimates the project may generate approximately 1.41 Average Daily Trips (ADT's) during the peak hour periods.

Evaluation: The peak hour generation from the proposed use would be considered insignificant and the adjacent and connecting streets will accommodate the additional traffic volume.

**STREETS:**

The subject property is bordered by East Spruce Avenue, which is a fully developed thirty six foot (36') street section in a standard sixty foot (60') right-of-way that meets City standards.

Evaluation: At such time that any development occurs on the subject property, sidewalk installation will be required along the easterly portion of the site frontage.

**APPLICABLE CODES AND POLICIES**

UTILITIES:

1. All proposed utilities within the project shall be installed underground.
2. All water and sewer facilities shall be designed and constructed to the requirements of the City of Coeur d'Alene. Improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction.
3. All water and sewer facilities servicing the project shall be installed and approved prior to issuance of building permits.

STREETS

4. All required street improvements shall be constructed prior to issuance of building permits.
5. An encroachment permit shall be obtained prior to any work being performed in the existing right-of-way.

STORMWATER

6. 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.

GENERAL

7. Building construction cannot straddle property boundaries without the recordation of a lot consolidation form.

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.

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 connecting streets will accommodate the additional traffic, as indicated in the engineering staff report. The neighborhood character and land uses in the Appleway and 4<sup>th</sup> Street area is in transition from single-family residential to commercial development, as indicated in the zoning and land use patterns and the subject property is in close proximity to Government Way, 3<sup>rd</sup> and 4<sup>th</sup> Streets.

Evaluation: The City Council must determine what affect the proposed C-17 zoning would have on traffic, land uses and the character of the surrounding area.

F. Proposed conditions:

Engineering:

1. Any construction that may straddle the Tax # 4170/4171 boundary line will require the recordation of a City Lot Consolidation form, in order to create one (1) uniform parcel.

G. Ordinances and Standards Used In Evaluation:

Comprehensive Plan - Amended 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

**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.

Gary A Frederickson

Zone Change: 139 & 141 E Spruce

The reason for the requested zone change is to build a commercial office space with a residential unit on top.

The comprehensive plan states that the city of Coeur d'Alene supports businesses that provides for stable jobs. Vista Management Services has been in Coeur d'Alene since 1985.

Under the comprehensive plan providing suitable zones, mixed use areas and a diversity of housing within existing neighborhoods to meet the needs of a changing population are essential.

The Appleway North 4<sup>th</sup> Street area is defined as an area in transition. This area is expected to be a mixed use area of the city. This zone change is compatible with the existing area as it is surrounded by commercial properties with a small amount of existing residential lots. Adding a new commercial structure with a residence will enhance the appearance of the neighborhood and invite future investment.

Applicant: Gary Fredrickson  
Location: 139 & 141 E. Spruce Avenue  
Request: A proposed zone change from R-12 (Residential @12units/acre)  
to C-17 (Commercial @ 17 units/acre)  
QUASI-JUDICIAL (ZC-4-10)

Senior Planner Stamosos presented the staff report, gave the mailing tally as 5 in favor, 0 opposed, and 2 neutral.

There were no questions for staff.

Public testimony open.

Gary Frederickson, applicant, 2003 N. 3<sup>rd</sup> Street, explained that by approving this zone request, it will allow him to build a new office building with a residence on top or by the side of the building. He then asked if the commission had any questions.

The Commission did not have any questions for the applicant.

Norma Jean Baker, 10605 S. Cedar Road, Spokane, commented that she owns the parcel next to the applicant, and after receiving the public hearing notice, was concerned that the applicant wanted to build an apartment building that would cause disruption to this quiet area and invite vandalism. She commented that after hearing Mr. Frederickson's testimony, she is relieved that he will not build an apartment building, and approves of his request.

Public testimony closed:

**Motion by Soumas, seconded by Messina, to approve Item ZC-4-10. Motion approved.**

ROLL CALL:

|                       |       |     |
|-----------------------|-------|-----|
| Commissioner Evans    | Voted | Aye |
| Commissioner Messina  | Voted | Aye |
| Commissioner Luttrupp | Voted | Aye |
| Commissioner Soumas   | Voted | Aye |

Motion to approve carried by a 4 to 0 vote.

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

**A. INTRODUCTION**

This matter having come before the Planning Commission on, May 11, 2010, and there being present a person requesting approval of ZC-4-10, from R-12 (Residential at 12 units/acre) to C-17 (Commercial at 17 units/acre).

LOCATION: +/- 19,425 sq. ft. parcel at 139 & 141 East Spruce Avenue

APPLICANT: Gary Fredrickson

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

B1. That the existing land uses are single-family, commercial, civic and vacant parcels

B2. That the Comprehensive Plan Map designation is Transition

B3. That the zoning is R-12 (Residential at 12 units/acre)

B4. That the notice of public hearing was published on April 24, 2010, which fulfills the proper legal requirement.

B5. That the notice of public hearing was posted on the property on, April 23, 2010, which fulfills the proper legal requirement.

B6. That 38 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on, April 23, 2010, and 7 responses were received: 5 in favor, 0 opposed, and 2 neutral.

B7. That public testimony was heard on May 11, 2010.

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

Objective 1.12 - Community Design:

Support the enhancement of existing urbanized areas and discourage sprawl.

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.

The request meets both of these objectives.

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

This is based on the staff report.

- B10. That the physical characteristics of the site do make it suitable for the request at this time because there are no topographical problems.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses because there is no negative affect from traffic.

**C. ORDER: CONCLUSION AND DECISION**

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

Special conditions applied are as follows:

Engineering:

1. Any construction that may straddle the Tax # 4170/4171 boundary line will require the recordation of a City Lot Consolidation form, in order to create one (1) uniform parcel.

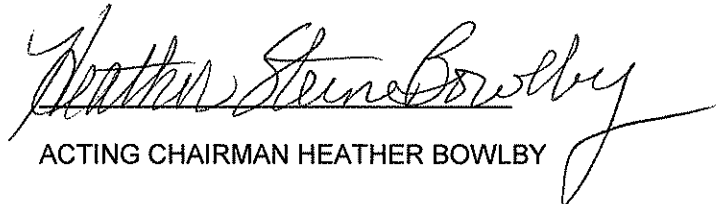
Motion by Soumas, seconded by Messina, to adopt the foregoing Findings and Order.

ROLL CALL:

|                       |           |
|-----------------------|-----------|
| Commissioner Evans    | Voted Aye |
| Commissioner Luttropp | Voted Aye |
| Commissioner Messina  | Voted Aye |
| Commissioner Soumas   | Voted Aye |

Chairman Jordan was absent.

Motion to approve carried by a 4 to 0 vote.

  
ACTING CHAIRMAN HEATHER BOWLBY

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

**A. INTRODUCTION**

This matter having come before the City Council on July 6, 2010, and there being present a person requesting approval of ITEM: ZC-4-10 , a request for a zone change from R-12 (Residential at 12 units/acre) to C-17 (Commercial at 17 units/acre).

LOCATION: +/- 19,425 sq. ft. parcel at 139 & 141 East Spruce Avenue

APPLICANT: Gary Fredrickson

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

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

- B1. That the existing land uses are single-family, commercial, civic and vacant parcels
- B2. That the Comprehensive Plan Map designation is Transition
- B3. That the zoning is R-12 (Residential at 12 units/acre)
- B4. That the notice of public hearing was published on, June 19, 2010, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, June 22, 2010, which fulfills the proper legal requirement.
- B6. That 38 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on June 18, 2010, and \_\_\_\_\_ responses were received: \_\_\_\_ in favor, \_\_\_\_ opposed, and \_\_\_\_ neutral.
- B7. That public testimony was heard on July 6, 2010.

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 **GARY FREDRICKSON** for a zone change, as described in the application should be **(approved) (denied) (denied without prejudice)**.

Special conditions applied are as follows:

Engineering:

1. Any construction that may straddle the Tax # 4170/4171 boundary line will require the recordation of a City Lot Consolidation form, in order to create one (1) uniform parcel.

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



Date: July 6, 2010  
To: City Council  
From: Planning Department  
Subject: **Amendment to Zoning Regulations – O-2-10** Shoreline Height for West Lakeshore Drive.

### **Decision Point**

The City Council is asked to recommend allowing the height of structures in the West Lakeshore Drive portion of the Shoreline Overlay District to be changed from 20 feet to not greater than that provided in the underlying zoning district

### **History**

The existing shoreline regulations were adopted in 1982 following a citizens' initiative to protect the shoreline in response to proposed development on the downtown waterfront and possible development of other shoreline properties.

The stated purpose of the Shoreline Regulations is:

*...to protect, preserve and enhance visual resources and public access of the Coeur d'Alene shoreline, as defined herein, by establishing certain limitations and restrictions on specifically defined shoreline property located within the City limits. (Ord. 1722 §2(part), 1982)*

These regulations consist of an overlay district that extends along the length and within 150 feet landward of the Coeur d'Alene Lake and Spokane River shorelines. This district has various levels of requirements depending on the location and distance from the shoreline.

Rick and Roxanne Gunther have requested amending to the height limit of the overlay district as it applies to the West Lakeshore Drive area between Hubbard Avenue and Park Drive (See attached letter)

The regulations that apply to that area and the proposed Guenther amendment follow:

#### **17.08.230: HEIGHT LIMITS AND YARD REQUIREMENTS:**

*A. For shoreline properties located east of Seventh Street and more than one hundred fifty feet (150') west of First Street and then northeasterly to River Avenue, the following shall apply:*

- 1. New structures may be erected provided that the height is not greater than twenty feet (20').*
- 2. Minimum yards shall be provided as prescribed in the applicable zoning district.*

3. Notwithstanding the foregoing for shoreline properties located north of West Lakeshore Drive between Park Drive and Hubbard Avenue, new structures may be erected provided the height is not greater than that provided in the underlying zoning district.

**17.08.245: PROHIBITED CONSTRUCTION:**

Construction within forty feet (40') of the shoreline shall be prohibited except as provided for in section [17.08.250](#) of this chapter.

**17.08.250: ALLOWABLE CONSTRUCTION:**

The provision of section [17.08.245](#) of this chapter shall not apply as follows:

- A. In the underlying DC zoning district.
- B. For construction which is necessary to replace or maintain existing essential public services such as streets, sidewalks, parking lots, streetlights, fire hydrants and underground utilities.
- C. For other public or private construction which is necessary to replace or maintain existing shoreline protective structures, fences, hedges and walls in their present location without extension toward the shoreline. (Ord. 3268 §25, 2006; Ord. 1722 §2(part), 1982)

The map below shows the properties affected by the regulations and the approximate 150 foot boundary.

**Performance Analysis**

Numerous Comprehensive Plan reference address the shoreline and this neighborhood including: 11, 1.03, 1.04, 1.05, 27, 32, 42, 43, 70, 71 and 72.

**Quality of Life Analysis**

The proposed amendment is intended to allow the existing character of the West Lakeshore streetscape to be developed by right.

**Decision Point Recommendation**

The City Council is asked to recommend allowing the height of structures in the West Lakeshore Drive portion of the Shoreline Overlay District to be changed from 20 feet to not greater than that provided in the underlying zoning district

April 6, 2010

Mayor Sandy Bloem  
Planning and Zoning Commission  
Members of Coeur d'Alene City Council

Re: 17.08.230: HEIGHT LIMITS AND YARD REQUIREMENTS

Dear Mayor and Members of Planning and Zoning and City Council,

Roxanne and I request to be heard by the planning commission scheduled for May 11, 2010. The purpose of this request is to change the law regarding 17.08.230 Height Limits and Yard Requirements; see attached.

It was brought to our attention that at our present residence at 701 W. Lakeshore Drive, if we wanted to build new home, an addition or rebuild our home if destroyed, we would subject to the height restriction of 20 feet being within 150 feet of the shoreline. The normal height limitation in our zoning district is 31.25 feet. This ordinance affects all the residential homes with lots along West Lakeshore between Park Drive and Hubbard Avenue.

We met with members of the city staff, Dave Yadon, Warren Wilson, and Tami Stroud and it was suggested to change the language of the law with the help of an attorney. We contacted Jim Magnuson who together with Warren Wilson developed the following:  
To add to the height requirements: 17.08.230; a new item #A3: "Notwithstanding the foregoing for shoreline properties located north of West Lakeshore Drive between Park Drive and Hubbard Avenue, new structures may be erected provided the height is not greater than that provided in the underlying zoning district."

We feel this change in the language would benefit the homes along West Lakeshore Drive to allow for new construction, or to re-build a home if it was destroyed in a fire or another disaster. These homes were built many years ago and all but one are two-story and were built to the normal 31.25 feet height limit. A two-story home best represents the historic character and craftsman design that is present throughout the Fort Grounds. A 20 foot high home along West Lakeshore would create miss aligning of the homes along Lakeshore Dr. and would distract from the character of the neighborhood.

We believe that when the ordinance was formed it was not directed towards a residential area where all the homes are at the normal 31.25 feet height. The ordinance that is in place did not take into consideration the effect of what this would cause along West Lakeshore Drive, and that its intent was not to provide restrictions such as this in this historic neighborhood.

We thank you in advance for your time and consideration regarding this matter and will provide design and examples of what we are requesting at both Planning and Zoning and/or City Council. If you should have any questions please feel free to contact Rick at 661-1641.

Best Regards,



Rick and Roxanne Gunther

**17.08.230: HEIGHT LIMITS AND YARD REQUIREMENTS:**

- A. For shoreline properties located east of Seventh Street and more than one hundred fifty feet (150') west of First Street and then northeasterly to River Avenue, the following shall apply:
1. New structures may be erected provided that the height is not greater than twenty feet (20').
  2. Minimum yards shall be provided as prescribed in the applicable zoning district.
  3. Notwithstanding the foregoing for shoreline properties located north of West Lakeshore Drive between Park Drive and Hubbard Avenue, new structures may be erected provided the height is not greater than that provided in the underlying zoning district.

Applicant: Rick Gunther  
Request: Amendment to Shoreline Ordinance regarding height limits  
along W. Lakeshore Drive  
LEGISLATIVE (O-2-10)

Planning Director Yadon presented a PowerPoint presentation showing the area on W. Lakeshore Drive and explained that the applicant has requested to add a new section to the existing code regarding height limits along W. Lakeshore Drive. He explained that the applicant has proposed that if homeowner's living on W. Lakeshore Drive want to add an addition, or rebuild their home because of a fire, that they would be allowed to rebuild under the underlying R-12 zone. He added the current height restriction is limited to 20 feet within 150 feet of the shoreline, and if approved, building heights will be allowed up to 31.25 feet.

Commissioner Soumas commented that he feels that E. Lakeshore Drive is similar to the homes on W. Lakeshore Drive and inquired if this area should be included with this request. He commented by not including this area, it will be setting precedence, and feels once the homeowner's who live on E. Lakeshore Drive hear about this approval, they will want the same. He inquired how the 20 foot height limit was originally chosen for this area.

Planning Director Yadon commented that the existing shoreline regulations were adopted in 1982 and since this approval happened awhile ago, it is difficult to recall the exact discussion. He added from reading past minutes, that there was an overwhelming response from citizens living along the shoreline wanting to protect the downtown waterfront by establishing height limits.

Commissioner Luttrupp commented it would seem easier to grant zoning on individual lots based on individual needs.

Planning Director Yadon explained that they tried that in Boise and failed. He explained that the characteristics of the homes along W. Lakeshore Drive are similar, so by approving this request, it would affect the entire neighborhood. He compared other bigger developments, such as Bellerive and Mill River, where the characteristics of the homes area are not similar PUD's, and were granted. He added a PUD would not work since the area is too small and does not meet the requirements for a PUD.

Commissioner Luttrupp inquired what the new height limit would be, if this request is approved

Planning Director Yadon answered that is would be 31.25 feet

Roxanne Gunther, 701 W. Lakeshore Drive, commented that she and her husband have lived in the Fort Grounds area for many years and become aware of the height problem when they wanted to remodel their existing home. She held up an exhibit showing pictures of their street and commented that this area has many beautiful homes, with some considered historic. She commented that their concerns are if their home was destroyed by fire, or they wanted to add an addition, they would not be allowed to under the current code. She explained that after discussing this with their lawyer and city staff, they developed the new language added to Section 17.08.230 item #A3: "Not withstanding the foregoing for shoreline properties located north of West Lakeshore Drive between Park Drive and Hubbard Avenue, new structures may be erected, provided the height is not greater than that provided in the underlying zoning district".

Rick Gunther, 701 W. Lakeshore Drive, commented that he has been a former President of the Fort Grounds Association and remembers having a similar discussion many years ago, on the same topic with the Fort Grounds neighborhood. He feels if this request is approved, it not only helps their situation, but the entire neighborhood. He added that he hopes the decision by the Planning Commission tonight is favorable.

Testimony closed.

**DISCUSSION:**

Commissioner Evans commented that after hearing the applicant's testimony, she will approve this request based on neighborhood acceptance.

Commissioner Messina concurs and feels it is a reasonable request.

Commissioner Luttropp commented this request is appropriate based on the testimony presented tonight.

Commissioner Soumas inquired whether to include the homes to the South on Lakeshore Drive, before a motion is made.

Deputy City Attorney Wilson explained that there is only one home located on the south side with a long history and should not be included.

**Motion by Messina, seconded by Soumas, to approve Item 0-2-10. Motion approved.**

## MEMORANDUM

TO: MAYOR BLOEM AND THE CITY COUNCIL  
DATE: JUNE 28, 2010  
FROM: RENATA MCLEOD, PROJECT COORDINATOR  
RE: APPROVAL OF AMENDMENTS TO THE COMMUNITY DEVELOPMENT  
BLOCK GRANT (CDBG) 2009 AND 2010 ANNUAL ACTION PLAN.

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### DECISION POINT:

- To authorize the proposed amendment to the CDBG 2009 Annual Action Plan that clarifies the \$100,000 land acquisition line item will be utilized in support of the 50-unit Mill River Senior Apartments.
- To authorize the proposed amendments to CDBG 2010 Annual Action Plan including the following:
  - To clarify the \$100,000 land acquisition line item will be utilized in support of the 50-unit Mill River Senior Apartments
  - Community grant awards shall be clarify to be awarded to Mill River Senior Apartments in the amount of \$40,000, that will be used for soft costs (including architecture and engineering)
  - Community grant award shall be clarify to be awarded to Community Action Partnership in the amount of \$46,000 for housing counseling to approximately 100 households
  - To clarify that the City received more funds than originally anticipated, \$27,006, shall be made available for Sidewalk enhancements on East Fairway Drive

**HISTORY:** The City of Coeur d'Alene must establish an annual action plan, which is intended to be a plan that specifically outlines the projects that will be funded during each HUD funded plan year. In the Plan Year 2009 Action Plan, the City allocated \$100,000 toward a land acquisition project, without specifying the exact project. In the Plan Year 2010 Action Plan, \$100,000 for land acquisition was specifically allocated for the Meadow Ranch project. It was staff's hope that the city partnership for land acquisition would incentive the award of tax credits. Tax credit applications were due in February 2010, and the Meadow Ranch developers did not decide to apply for the tax credit program. However, Whitewater Development Inc. applied and was awarded tax credits based on the same assumption of land acquisition. Therefore, staff is recommending the \$100,000 from Plan Year 2009 and Plan Year 2010 be utilized toward land acquisition for the Whitewater Development project on Mill River Senior project that will result in 50 units of senior rental housing.

The City of Coeur d'Alene conducted a competitive RFP process for the Plan Year 2010 and 2011 community grant dollars. The process included the submittal of a grant application, review by the Ad Hoc Committee (March 25 and 26, 2010) and recommendations of the Ad Hoc Committee authorized at the June 1, 2010 City Council meeting. This amendment request to City Council will formalize the process, provide an additional public comment opportunity, and

allows staff to move forward with sub-recipient agreements with Whitewater Development and Community Action Partnership. The following is a brief description of the two projects recommended by the CDBG Ad Hoc Committee.

**Mill River Senior Apartments Project Overview (CDBG Grant Award \$40,000).**

Whitewater Development, Inc. will utilize \$200,000 (funds from plan year 2009 and 2010) from the City's CDBG Entitlement program for land acquisition and \$40,000 under the City's Community Opportunity Grant Program for architecture and engineering activities during the development and construction of Mill River Seniors, a 50-unit project for low-income seniors. The project will consist of eight one-bedroom and 42 two-bedroom units, predominantly serving the 40% & 50% area median income (AMI) households. The development will integrate an additional ten units at Fair Market Value to provide a continuum of housing options. Mill Ranch Seniors Apartments will provide safe, clean, affordable housing for tenants who are 55+ years of age. The project site is located on the north side of Seltice Way, just to the west of Grandmill Lane. The development site, located in the City's Urban Renewal District will utilize 5.42 acres with nine, one-story buildings and a detached community center for supportive services. In addition to funding from the City's Entitlement program, the Community Opportunity grant and Lake City Development Corporation, the project will include HOME funds, Low Income Housing Tax Credit (LIHTC) program dollars and private investment. The estimated total budget for the project is \$6,587,376. The project will meet HUD's National Objective of benefitting low-to-moderate income persons.

**Community Action Partnership, Housing Counseling Overview (CDBG Grant Award \$46,000).**

Community Action Partnership will provide housing counseling from their Coeur d'Alene office to help people reach housing goals and solve housing problems by providing information, looking at options, advocating and making referrals. Topics for assistance will include foreclosure prevention and reverse mortgages; beneficiaries may be homebuyers, homeowners, renters and the homeless. Successful counseling efforts may result in stopped or delayed foreclosures, modified mortgages, completion of tenant requested repairs, prevention of eviction, mutually acceptable negotiations, establishment of reverse mortgages, informed housing purchases and sheltering of homeless persons. The City will provide \$46,000 to Community Action Partnership (CAP) through the Community Opportunity Grant program. The funding will be used to provide Housing Counseling services to 100 households in the Coeur d'Alene area. At least 51% of the persons assisted by the program will be low-to-moderate income; CAP anticipates approximate 68% of the clientele will be low-to-moderate income. The project will meet HUD's National Objective of benefitting low-to-moderate income persons.

Additionally, during the preparation for Plan Year 2010, the City anticipated the same allocation as Plan Year 2009; however, the federal government allocated an additional \$27,006. Therefore, staff recommends it be allocated toward a sidewalk enhancement project on East Fairway Drive. The owner of the Tree Top apartments has agreed to provide two units for one year for low to moderate income residents in exchange for funding toward the sidewalk enhancements (to meet ADA standards).



The City posted this proposed amendment to its web page, according to our citizen participation plan, and solicited public comments for thirty-days (June 4, 2010 – July 7, 2010). No public comments have been received, as of the date of this staff report.

**FINANCIAL:** Funding clarification and allocation is as follows:

PY 2009 Land acquisition; Mill River Apartments \$100,000.00

PY 2010 Land acquisition; Mill River Apartments \$100,000.00

PY 2010 Mill River Senior Apartments: \$40,000.00 for architect and engineering costs

PY 2010 Community Action Partnership: \$46,000.00 for housing counseling public service

PY 2010 East Fairway Sidewalk rehabilitation: \$27,006.00

**PERFORMANCE ANALYSIS:** Authorizing these changes will allow staff to move forward with agreements with Whitewater Creek Development and Community Action Partnership.

**DECISION POINT/RECOMMENDATION:**

- To authorize the proposed amendment to the CDBG 2009 Annual Action Plan that clarifies the \$100,000 land acquisition line item will be utilized in support of the 50-unit Mill River Senior Apartments.
- To authorize the proposed amendments to CDBG 2010 Annual Action Plan including the following:
  - To clarify the \$100,000 land acquisition line item will be utilized in support of the 50-unit Mill River Senior Apartments.
  - Community grant awards shall be clarify to be awarded to Mill River Senior Apartments in the amount of \$40,000 that will be used for soft costs (including architecture and engineering).
  - Community grant award shall be clarified to be awarded to Community Action Partnership in the amount of \$46,000 for housing counseling to approximately 100 households.
  - To clarify that the City received more funds than originally anticipated, \$27,006, shall be made available for sidewalk enhancements on East Fairway Drive.

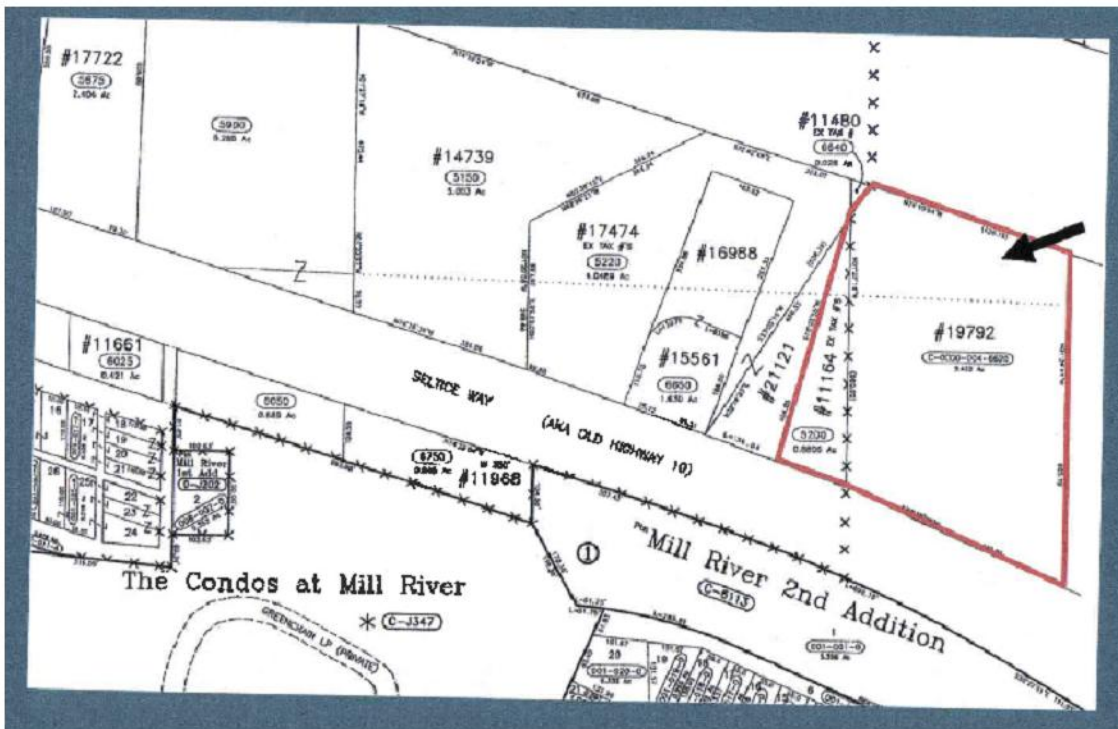
### Plan Year 2009 Action Plan Budget

|                                                               |        | FUNDING             |                                                                                                                                                                                                     |
|---------------------------------------------------------------|--------|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ALLOCATION</b>                                             |        | <b>\$309,469.00</b> | <b>Explanation</b>                                                                                                                                                                                  |
| ADMINISTRATION                                                | 19%    | \$59,981.00         | <ul style="list-style-type: none"> <li>• Contract for Administration</li> </ul>                                                                                                                     |
|                                                               |        |                     | <ul style="list-style-type: none"> <li>• Advertisements</li> </ul>                                                                                                                                  |
|                                                               |        |                     | <ul style="list-style-type: none"> <li>• Publications</li> </ul>                                                                                                                                    |
|                                                               |        |                     | <ul style="list-style-type: none"> <li>• Training</li> </ul>                                                                                                                                        |
| INCREASE HOUSING FOR PURCHASE                                 | 32%    | \$100,000.00        | Land Acquisition to benefit future LMI housing; <u>specifically, Mill River Senior Apartments, Seltice Way parcel C-0000-004-6620</u>                                                               |
| COMMUNITY PROJECTS TO BENEFIT LOW TO MODERATE INCOME CITIZENS | 29.08% | \$90,000.00         | The grant process will be established by an Ad Hoc Committee in compliance with HUD regulations - Amended to Clarify grant awards to Habitat for Humanity \$45,400 and St. Vincent De Paul \$44,600 |
| SIDEWALKS                                                     | 8%     | \$24,576.00         | Sidewalk repair/replacement within LMI Census block areas.                                                                                                                                          |
| NEIGHBORHOOD REVITALIZATION/ CODE ENFORCEMENT                 | 11.28% | \$34,912.00         | \$34,912 available for home revitalization including weatherization to LMI homeowners                                                                                                               |
| INCREASE HOUSING SPECIAL NEEDS/HOMELESS                       | 0%     | \$0.00              | No current projects identified. Will look for future partnerships.                                                                                                                                  |
| ECONOMIC DEVELOPMENT                                          | 0%     | \$0.00              | No current projects identified. Will look for future partnerships.                                                                                                                                  |
| TOTAL                                                         | 100%   | \$309,469.00        |                                                                                                                                                                                                     |

**Plan Year 2010 Action Plan  
Budget**

|                                                               |            |            | FUNDING      |              |                                                                                                                                                                                                                                              |
|---------------------------------------------------------------|------------|------------|--------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ALLOCATION                                                    | % of Funds | % of Funds | \$309,469.00 | \$336,475.00 | Explanation                                                                                                                                                                                                                                  |
| ADMINISTRATION                                                | 16%        | 14.7%      | \$49,469.00  | \$49,469.00  | <ul style="list-style-type: none"> <li>Contract for Administration</li> <li>Advertisements</li> <li>Publications</li> <li>Training</li> </ul>                                                                                                |
| INCREASE HOUSING FOR PURCHASE                                 | 32%        | 29.7%      | \$100,000.00 | \$100,000.00 | Land Acquisition to benefit future LMI housing specifically, <u>Mill River Senior Apartments, Seltice Way parcel C-0000-004-6620</u>                                                                                                         |
| COMMUNITY PROJECTS TO BENEFIT LOW TO MODERATE INCOME CITIZENS | 32.34%     | 29.7%      | \$100,000.00 | \$100,000.00 | The grant process will be established by an Ad Hoc Committee in compliance with HUD regulations. <u>\$40,000 to Whitewater Development for Mill River Senior Apartments; \$46,000 to Community Action Partnership for housing counseling</u> |
| SIDEWALKS                                                     | 6%         | 5.9%       | \$20,000.00  | \$20,000.00  | Sidewalk repair/replacement within LMI Census block areas.                                                                                                                                                                                   |
| <u>SIDEWALKS: EAST FAIRWAY DRIVE</u>                          | -          | 8.0%       | -            | \$27,006.00  | <u>Sidewalks brought to ADA code; 2 rental units reserved for LMI</u>                                                                                                                                                                        |
| NEIGHBORHOOD REVITALIZATION/ CODE ENFORCEMENT                 | 12.93%     | 11.9%      | \$40,000.00  | \$40,000.00  | Available for home revitalization including emergency minor home repairs for LMI homeowners                                                                                                                                                  |
| INCREASE HOUSING SPECIAL NEEDS/ HOMELESS                      | 0%         | -          | \$0.00       | \$0.00       | No current projects identified. Will look for future partnerships.                                                                                                                                                                           |
| ECONOMIC DEVELOPMENT                                          | 0%         | -          | \$0.00       | \$0.00       | No current projects identified. Will look for future partnerships.                                                                                                                                                                           |
| TOTAL                                                         | 100%       | 100.0%     | \$309,469.00 | \$336,475.00 |                                                                                                                                                                                                                                              |

# Mill River Senior Apartments





Sidewalk project abutting E. Fairway Dr.

AUGUSTA CT

FAIRWAY DR

Fairway Forest

Howard Avenue

UNION PACIFIC RAILROAD

C-0005-003-7700  
12.248 Ac

C-0000-066-7300  
14.005 Ac



7.035

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

June 21, 2010  
**GENERAL SERVICES COMMITTEE  
MINUTES**

**COMMITTEE MEMBERS PRESENT**

Mike Kennedy, Chairperson  
Ron Edinger  
John Bruning

**CITIZENS PRESENT**

Tom Hasslinger, CDA Press  
Chris White  
Randy Sorenson  
Sherry Bullard  
Randy Mote  
Misty Connella  
Jesse Connella  
Kristine Winniford

**STAFF PRESENT**

Bill Greenwood, Parks Superintendent  
Jon Ingalls, Deputy City Administrator  
Kenny Gabriel, Fire Chief  
Warren Wilson, Deputy City Attorney  
Juanita Knight, Senior Legal Assistant

**Item 1. Dog Park/Establishment of Rules of Conduct.  
(Consent Resolution No. 10-024)**

Bill Greenwood stated that the City is in the process of developing a temporary dog park on School District property adjacent to Northshire Park on Atlas Road. They are currently working on fencing, gates, and irrigation. At their June 14<sup>th</sup> meeting the Park and Recreation Commission reviewed the Rules & Regulations and Dog Park signs and recommend approval.

**MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council adopt Resolution No. 10-024 approving the Dog and Dog Owners Rules & Regulations and the Dog Park signs, as presented, specific to the off-leash dog park on Atlas Road.**

**Item 2. Rental Agreement / Idaho Department of Lands.  
(Consent Resolution No. 10-024)**

Kenny Gabriel is requesting Council approve the current apparatus rental agreement. The Coeur d' Alene Fire Department has been a part of the IDL immobilization plan for wildland fires for 11 years. Each year they evaluate the reimbursement rates and set a new fee schedule. There are no increases for this plan year. This agreement covers the city's expenses in the event we send an apparatus and personnel to a wildland fire in or out of the area. Chief Gabriel stated that it is an invaluable training tool to send personnel to out-of-area fires and they are blessed to have a great relationship with IDL.

**MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council adopt Resolution No. 10-024 approving the current apparatus rental agreement with the Idaho Department of Lands.**

## **PUBLIC COMMENTS: Regulation of Chickens**

Councilman Kennedy briefly noted that due to the article “*COUNTING THEIR CHICKENS*” in the Coeur d’ Alene Press today, several citizens are in attendance to speak on behalf of the recently passed Animal Control Ordinance that reads in part:

*Any person living on property not subject to subsection 6.15.010(A)(1) above, may possess up to three (3) domestic fowl, excluding roosters, if the fowl are kept in a secure yard, building or other enclosure at all times.*

**Chris White** spoke in support of returning to the original code that did not limit the number of chickens. Mr. White stated that whether or not chickens are a nuisance is based 100% on responsible ownership. The city already has 3 regulations that apply to chickens, noise, odor, and roaming. These regulations protect the community from every problem an irresponsible chicken owner could assault the community with. Whereas, limiting the number of chickens only limits the rights of responsible owners and does nothing to protect the community.

**Sherry Bullard** spoke in opposition to limiting the number to 3 but understands a limit needs to be set. Three chickens will not provide enough eggs to even make a breakfast a day for one person, let alone a family.

**Randy Mote** stated “If it’s not broke, don’t fix it”. There have been no complaints so why set a limit. The City’s Code Enforcement Officer has enough to do. Mr. Mote emphasized 3 points...RECESSION, FOOD, AND EDUCATION!

Councilman Kennedy directed staff to collect and review the citizen input received and return to the July 12<sup>th</sup> General Services meeting to discuss options.

The meeting adjourned at 12:24 p.m.

Respectfully submitted,

*Juanita Knight*  
Recording Secretary