



Coeur d'Alene

CITY COUNCIL MEETING

October 2, 2007

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT COEUR D'ALENE CITY HALL
September 18, 2007**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Hall September 18, 2007 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

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

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

PRESENTATION: Mayor Bloem presented a plaque in recognition of the services of retiring Police Chief Wendy Carpenter. She commended Chief Carpenter for her service on behalf of the City of Coeur d'Alene for the past 30 years and commented that Chief Carpenter moved up through the ranks at the Police Department because of her hard work and ethics. Councilman Reid thanked Chief Carpenter for the excellent job she did as interim chief. She further commented that the atmosphere in the Police Department is more relaxed than she has ever seen it and it is due in a large degree to the respect that the officers have for Chief Carpenter.

PROCLAMATION: "International Peace Day": Mayor Bloem proclaimed September 21, 2007 as "International Peace Day" in the City of Coeur d'Alene. Dr. Mark Cochran, President of Peace Coeur d'Alene, accepted the proclamation. Dr. Cochran asked everyone to look inside themselves and ask what peace means to them. Then decide what you are going to do to help realize your personal ideal of peace. Dr. Cochran also announced that on Friday at NIC in the Molstead Library, they will be showing a documentary entitled "Peace One Day" at 12:00 p.m. and 3:30 p.m. This Saturday in the City Park they will be celebrating "Peace Day in the Park" from 1:00 to 5:00 p.m.

PRESENTATION: Downtown Parking Study. Troy Tymesen, Finance, Director, introduced Richard A. Rich and Annaka Norris of Rich & Associates, Parking Consultants. He commented that they are mid-way through the parking study process and that the report presented this evening is a preliminary report, which is also available online on the city's web site.

Ms. Norris commented that the parking study is a work in process and they are finishing up the first phase. She explained the study area and what has been done so far, including a parking inventory and land use study of downtown. In addition, they have completed utilization studies and surveys.

The City of Coeur d'Alene manages 52% of the parking in the downtown area. There are 2,822 public and private parking stalls in the downtown study area. They completed a turnover study on June 18th and overall, 93% of the vehicles stayed in a stall less than the two hour posted time limit, although there were some vehicles that did the "two hour shuffle." On-street peak occupancy of 63% occurred between 1:00 and 3:00 p.m.

Mr. Rich commented that at the 85% parking level, in general, parking is considered to be full. This is because it is at that level that a visitor finds it "obnoxious" to find that very last space. The off-street peak occupancy of 50% occurred between 1:00 and 3:00 p.m.

Mr. Rich explained that the next step was to determine the parking demand by block, and then calculate a surplus or deficit of parking for the overall parking area. In the overall study area there is a deficit of approximately 414 stalls. They do feel that there are certain blocks that have deficits. They have only looked at the currently occupied space but there is a significant amount of vacant space in the downtown. In the nine block study area there is currently a deficit of about 220 spaces. In the future that number rises to 569 with the reoccupancy of buildings.

Ms. Norris commented regarding the surveys that were conducted. Managers commented that over 10% of their employees park on the street. From the employee surveys received, 18% said that they parked on the street. Ms. Norris further commented that there is a bit of an issue with shuffling and employees parking in the wrong places. Twenty-four percent of the employees said that they pay for their own parking. The employees also felt there wasn't enough parking and the parking was not close enough. In regard to the public surveys that were received, top reasons for coming downtown include business, recreation, and restaurants.

Preliminary recommendations indicate that the number of parking enforcement staff is sufficient right now. They are also recommending that hand-held technology be used in the downtown for purposes of consistency. They also recommend graduated fines and the continuation of the use of multiple tickets. The city might also want to consider courtesy tickets, which can be used as a marketing tool. Vehicle immobilization (boot) might also be considered, as well as special event parking plans. The city should also consider pedestrian way-finding and kiosks in the downtown area as well as minimizing

pedestrian/vehicle interaction. In addition, signage and way-finding is important for parking and the city needs to direct people all the way from the highway to the downtown area. The signs also need to be consistent in type and color of signs.

Councilman Reid asked why it is important to paint lines on the street to mark the parking stalls. Mr. Rich responded that it is good for the hand-held equipment. The striping brings some order to the parking and people are able to get their cars out. It does, however, result in fewer cars being able to park. One downside to painting the parking lines is maintenance but, in general, the best practice is to stripe the stalls.

Councilman Reid asked Mr. Rich to explain the hand-helds. Mr. Rich explained that the hand-held is a small computer in which the enforcement officer enters the plate number. There is no chalk involved. It actually streamlines the operation and gives the enforcement officer a tool that helps to manage the parking. It can also assist law enforcement.

Councilman Kennedy indicated that he had received an email from a constituent with comments regarding a possible parking structure and parking meters. Mr. Rich confirmed that the preliminary report is not calling for a parking structure right now. Councilman Reid commented that the city had parking meters in the past but they were removed because it was more economically feasible to take them out and do the chalking.

PRESENTATION: “Coeur d’Alene – A Year in Review.” Jon Ingalls, Deputy City Administrator, discussed the significant accomplishments of the City of Coeur d’Alene during the last fiscal year. It has been a once in a lifetime year with an unprecedented number of one-time big expenses, high profile projects, and key initiatives completed. It was also a year of enhancing basic city services, and it was also all about teamwork. Mr. Ingalls reported on the progress of the city council goals that were established last year and a review of the goals going forward. Some highlights of the presentation included: the hiring of three new police officers and three new firefighters; changes in Planning & Zoning regulations; upgrades to electrical plan review and inspections; ADA compliance and ped ramps; strengthening of code enforcement through the hiring of an in-house code enforcement officer; implementation of a traffic school; enhancements to CDATV; completion of Cherry Hill Park and 9-11 Memorial; completion of Johnson Mill River, North Pines, and Riverstone parks; Downtown Development Regulations; property acquisition for the Kroc Community Center, which will be the site of a 123,000 sq. foot building with a construction cost of \$35,000,000 plus an endowment fund, for an overall gift approaching \$70,000,000; completion of Phase 4B, Wastewater Treatment Plant expansion; replacement of 100 year old Tubbs Hill water tank; Ramsey Road reconstruction and the replacement of the swales in the center divider; acquisition of a portion of the Union Pacific Railroad line which will result in a 5.25 mile trail from Meyer Road down to Riverstone; Water Department meter read conversion; the hiring of a new Police Chief and the completion of the PD Assessment Study; bmx and skateboard park improvements; completion of overlay projects; completion of the NE Quadrant pressure enhancement project; completion of the new Library; Fire Station 2 expansion, new training structure and new fire administration building.

Mr. Ingalls reviewed the top 10 goals for the next fiscal year and commented that all of them are funded in the budget.

Councilman Goodlander thanked the Lake City Development Corporation for its partnering efforts with the city in the areas of affordable housing, the parking study, the Chamber building, the Kroc site acquisition, library site acquisition, and partnering on Mill River and Riverstone parks.

Councilman Reid commended city staff for their efforts. Councilman Hassell commented that the city staff go above and beyond their job description to get the job done.

PUBLIC COMMENTS:

TRAFFIC ENFORCEMENT: Harold Hocker, 1413 E. Spokane Avenue, Coeur d'Alene, stated that there is not enough enforcement on speeders. It is almost impossible to get onto 15th Street. Speeders are causing a lot of accidents and he wonders why the police don't give more tickets. He also commented that there are speeders on Government Way, and Third and Fourth Streets. Mayor Bloem commented that council will ask the Police Department to put the speed trailer on 15th Street.

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

1. Approval of minutes for August 30, 2007 and September 4, 2007.
2. Setting the Public Works Committee and General Services Committee meetings for September 24, 2007 at 4:00 p.m.
3. RESOLUTION 07-059: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF A LEASE AGREEMENT WITH HAGADONE HOSPITALITY, INC. FOR A DEMONSTRATION ICE SKATING RINK; APPROVAL OF A MEDIA SERVICES AGREEMENT WITH JEFF CROWE D/B/A BUNKHOUSE MEDIA FOR THE CITY'S TELEVISION PRODUCTION SERVICES AND APPROVING THE DECLARATION OF SURPLUS PROPERTY – 1986 MACK FIRE ENGINE.
4. Approval of Bills as Submitted
5. Approval of Cemetery Lot Repurchase from Josie Nicholls

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

COUNCIL ANNOUNCEMENTS:

REID: Councilman Reid asked the citizens to watch out for children since school has started. She also commented regarding a phone call she received from one of the local television stations that parents were running their children across 5 lanes of traffic on Kathleen Avenue and that this was extremely dangerous. She asked parents to think about the message of safety that you are sending to your child.

GOODLANDER: Councilman Goodlander commented that the new computer program that the Building Department has been using for electronic inspections and plan checks was written in house by the city's I.T. staff. She further stated that other jurisdictions have spent \$100,000-\$200,000 for programs such as this, not including maintenance and upgrade agreements. The I.T. staff are amazing.

APPOINTMENT – CHILDCARE COMMISSION: Motion by Goodlander, seconded by Hassell, to appoint Susie Freligh to the Childcare Commission.

Motion carried.

ADMINISTRATOR'S REPORT:

City Administrator Gabriel stated that at a prior meeting a woman testified that her cat had been killed by a pit bull. As a result of those comments, staff was requested to look at options. They have received much input from concerned citizens. Options are coming to the General Services Committee meeting on Monday, at 4:00 p.m., and then on to the full City Council. The options will include ordinance amendments and changes that make irresponsible owners of any dog more accountable. Ms. Gabriel thanked the public and the citizens for their comments.

Ms. Gabriel further stated that city employees recently held a United Way fundraiser and raised \$1,000.00. The City Recreation Department is also sponsoring a fly casting workshop at the Johnson Mill River park on September 29th, from 9 – 12 and 12 – 4.

The Comprehensive Plan will be having one more public hearing tentatively scheduled for October 9th. Also, the Idaho Recreation and Parks Association awarded LCDC with an "Outstanding Organization" award in our community. They were awarded for their contributions to our parks in Coeur d'Alene.

Ms. Gabriel further stated that Police officer applications will be accepted until November 2nd. Deputy Engineer and Engineering Project Designer applications are also being accepted.

Ms. Gabriel quoted some library statistics since the recent opening of the new library. There were 8,750 books, dvds, and cassettes checked out and 693 new library cards issued. She thanked the library staff for their hard work and dedication.

Last week there was a community meeting where the focus was on the Police Department. The citizens were asked what we are doing well and what we could be doing better. Chief Longo will be deciding what priorities to implement.

Ms. Gabriel also stated that Chief Longo was recently misquoted in the CDA Press regarding gangs. He is pro-education and pro-neighborhood involvement. Ms. Gabriel encouraged neighborhoods to get organized and stated that Chief Longo and his team will be at the meetings when requested.

RESOLUTION NO. 07-060

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT REGARDING RECREATIONAL SITES RELATED TO THE POST FALLS HYDROELECTRIC PROJECT, WITH AVISTA CORPORATION.

STAFF REPORT: Steve Anthony, Recreation Director, presented the staff report. He commented that he was invited to a meeting of all of the stakeholders along the Spokane River in the spring of 2002. Avista was in the process of relicensing their dams. As a result of the meetings, it was agreed that Avista would mitigate their impact upon the city by providing assistance with three projects: (1) installing showers at the city beach, (2) a new restroom shelter at McEuen field, and (3) a connection from Huetter down to Johnson Mill River Park and the Centennial Trail. Avista has agreed to fund 25% of those projects and, addition, give the city \$3,500.00 annually to help with maintenance of the projects.

Councilman McEvers asked what makes it a “settlement agreement.” Mr. Anthony responded that when Avista relicenses a dam, they have to contact all of the stakeholders and try to mitigate any impact they might have on them.

MOTION: Motion by Goodlander, seconded by Edinger, to adopt Resolution 07-060.

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

COUNCIL BILL NO. 07-1037 ORDINANCE NO. 3315

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF 8TH STREET RIGHT-OF-WAY FROM THE KELLER'S ADDITION TO COEUR D'ALENE, IDAHO SUBDIVISION, RECORDED IN BOOK “B” OF PLATS, PAGE

114, RECORDS OF KOOTENAI COUNTY, IDAHO; GENERALLY DESCRIBED AS THE EASTERLY TEN FEET (10') OF THE EIGHTY FOOT R/W OF EIGHTH STREET ADJOINING THE WESTERLY BOUNDARY OF A PORTION OF BLOCK 2; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Goodlander, seconded by Hassell, to pass the first reading of Council Bill No. 07-1037.

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

Motion by Edinger, seconded by Hassell, to suspend the rules and to adopt Council Bill No. 07-1037 by its having had one reading by title only.

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

RECESS: Motion by Edinger, seconded by Kennedy, to recess for five minutes. The meeting recessed at 7:40 p.m. and readjourned at 7:48 p.m.

PUBLIC HEARING – AMENDMENTS TO THE 2006-2007 BUDGET: Mayor Bloem read the rules of order for this legislative public hearing. Troy Tymesen, Finance Director, gave the staff report. Mr. Tymesen commented that the fiscal year ends at the end of September and the city has to forecast everything through the year end. Idaho statutes are clear in that they require cities to make everything balance. Mr. Tymesen stated that it has been a phenomenal year and constituents have received great value for the dollar. He is requesting an \$18,062,325 budget amendment and explained the changes to the budget and the funds. Mr. Tymesen stated that the monies would be transferred from the fund balance, and that you grow and amend a budget by getting additional revenues that you have not anticipated. The additional budget expenses were covered by a fund balance transfer and additional revenues. Mr. Tymesen explained that he likes to be fiscally conservative and not put things into the budget until they are needed. That way the budget is not over-inflated. He further commented that the city is audited annually and is in touch with its auditors regularly.

Councilman Kennedy commented regarding the budget amendment and stated that calling it a “shortfall” is not an accurate statement. Mr. Tymesen agreed that stated that a “shortfall” would mean that the city didn’t have the money to cover the expenditures. The city is amending its budget to show where the money is coming from to make that budget balance. He further commented that the budget is amended annually every year and it is allowed by Idaho Statute. The city has not spent money that it doesn’t have.

Councilman Edinger asked about the public safety bond election funds and how much more money is left. Mr. Tymesen commented that the projects remaining are the administrative building and the remodel of Station 1, and that there is \$1,830,000 left. The projects should be completed within the next fiscal year.

Councilman Hassell confirmed that the city chooses to wait until the end of the year and do the budget amendment all at once. Mr. Tymesen stated that it takes a public hearing and notice and the budget changes all the time.

Mr. Tymesen confirmed that the budget will only spike when the city does large capital activities. The \$18 million is used for one-time expenditures.

PUBLIC COMMENTS:

Thomas R. Macy, P.O. Box 601, Post Falls, stated that Idaho law is not optional. He read a letter and asked that it be placed on the record. He further commented that there are discrepancies between the activities permitted under Idaho law and actions being proposed to take. He stated that the city is in violation of Idaho Code Title 50, Chapter 10. The city's spending patterns have deviated significantly from what is allowed by the Idaho statutes.

Councilman Reid commented that it takes a city council member a minimum of two years to begin to understand the budget and that the council takes every precaution to obey the law.

Mayor Bloem asked Mike Gridley, City Attorney, to comment. Mr. Gridley stated that the Legal Department has looked at the budget amendment very carefully and the city has been audited every year. In this instance, what the city is doing is correct. There is nothing in the budget that has not come before council and was not approved. Idaho law allows for an amendment. Mr. Gridley further commented that Bill Douglas, Kootenai County Prosecutor, looked at the allegations and said there is nothing to them. Mr. Gridley further confirmed that Coeur d'Alene is not the only city in Idaho to do their budget amendments this way. He further commented that elected officials are allowed to determine how the money is spent.

Mr. Tymesen commented that the city has been recognized for its annual financial report, which is reviewed by auditors. The city has won an award three times in the last ten years. He further commented that he has been Finance Director for seven years and confirmed that he is bonded.

Councilman Goodlander asked about the process for buying the G.O. bonds last winter. Mr. Tymesen stated that Moody's rating reviewers came out to the City of Coeur d'Alene and looked at the financial reports, management, and track record. The City of Coeur d'Alene was given a rating second only to Boise, and the city is rated higher than the City of Spokane as far as management, financial reporting, and future potential. The rating that the city received makes the investor more comfortable with their return.

Councilman Kennedy asked Mr. Macy what he would do if he were a councilman. Mr. Macy responded that he would read the report and determine if it is correct. Mr. Kennedy further stated that it would be a fiduciary breach of his duty to go against the advice of his council and treasurer.

Larry Spencer, 634 Skyhawk Drive, Spirit Lake, commented that the law is clear – before you spend the money you have to appropriate the money by ordinance. The city has spent money all year that has not been appropriated. The budget must be balanced before it is sent to the Kootenai County Commissioners for certification. The way the city does this is that it makes almost meaningless the budget that was approved at the beginning of the year.

Harold Hocker, 4013 Spokane Avenue, Coeur d’Alene, stated that recalls that the Prosecuting Attorney said that it was a civil matter and not a criminal matter. Lawyers twist things and most people don’t trust them.

Mayor Bloem asked Mr. Gridley if, when money was appropriated for the Parks Foundation to provide services for the community, was it brought forward to the city council. Mr. Gridley responded that it was put on agendas because it was an unusual circumstance. It was brought forward and there were two different hearings; one approving the Parks Foundation on February 20th, and then subsequently council approved the transfer of the agreement to the Salvation Army. It was a two-step process and was done according to Idaho law. We are clearly allowed to amend the budget to allow for one time expenditures.

Dennis Heinrickson, 946 E. Spruce Avenue, Coeur d’Alene commented that he feels his trust is betrayed. He is concerned with the URD mess that we are seeing unfold in Boise. What the city ends up putting before the citizens as its budget is what we will anticipate our taxes would be based on. There was nothing detailed in the presentation that indicated where the money came from. The public library was proffered to be procured by public donated funds, as well as the Kroc Center. The problem is the breach of trust and the defiance and finger-waving. He believes that the citizens in this community should have more respect when they ask a question. The council needs to repair the trust that they have broken. The library is far away from 17 schools. Most people will not be able to get into the Kroc center. He also mentioned affordable housing, violent crime, and cost of living.

Mayor Bloem stated that she was extremely involved in the Kroc Center, and went through four different processes to get that completed. She further stated that in every single process we made it clear that if we are going to win we had to provide the land ready to build. It was stated at every single opportunity. No one will be denied access to the Kroc Center. This community gave \$8M privately to the endowment fund to make that happen. She was also one of the original people on the Library Foundation Board. They were very honest with the voters when they went out with the bond last year that they couldn’t build it alone. Over 2/3 of the people in this community went to the polls and said they would be a partner.

Gary Ingrahm, 2921 N. 6th Street, Coeur d'Alene, commented that he is a former member of the Idaho Legislature for 8 years, and chair of the Local Government Committee. If he were sitting in the council chair, he would want to verify that what the council is doing in regard to the budget is correct.

COUNCIL BILL NO. 07-1039
ORDINANCE NO. 3316

AN ORDINANCE AMENDING ORDINANCE 3266, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2006 APPROPRIATING THE SUM OF ~~\$60,717,150~~ \$78,779,475, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D'ALENE IN THE SUM OF \$18,062,325; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE HEREOF.

Motion by Reid, seconded by Goodlander, to pass the first reading of Council Bill No. 07-1039.

DISCUSSION:

Councilman Reid commented that they send you to “school” when you are elected, and you realize how important this is. She asked where you get your trust from – from the “pros”. The city council doesn’t think they are doing anything wrong. They are doing what they think is right for the good of all.

Councilman Hassell stated that the city has a contract with the Kroc Center. Nobody, for the reason of unaffordability, will be turned away. It is part of the mission of the Salvation Army and part of their contract with the city.

Councilman Kennedy stated that one of the things that you learn in “council school” is that everybody has an opinion. Ultimately he needs a compass. The compass as a relatively new council member is that you hire the best people you can and let them do their job. If they prove that they are incompetent, you fire them. He has not had any indications that the staff people that they are relying on are giving him bad information. He has to go with his gut and the advisors that he trusts and respects. He will vote to support the amendment.

Councilman Goodlander stated that she has yet to find herself getting bad advice. She has gotten a lot of advice over the years and has to rely on staff. She thinks our finance people are the finest in the state and knows that Mr. Tymesen is working within the law

in what he does. He would not do it otherwise. She respects council and staff and believes that what we are doing is the right thing.

Councilman Edinger stated that he believes that our finance director is very conservative and will support the motion. He has great confidence in city staff and, to him, the city is going in the right direction and we are doing the right things.

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

Motion by Hassell, seconded by Kennedy, to suspend the rules and to adopt Council Bill No. 07-1039 by its having had one reading by title only.

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

PUBLIC HEARING – O-1-07 – Modification of East Infill Boundary: Mayor Bloem read the rules of order for this legislative public hearing. Dave Yadon, City Planner, gave the staff report. Mr. Yadon stated that the council has been reviewing modifications to the Infill ordinance for awhile. They had a couple of workshops this year and discussed a variety of issues. The East Mullan Homeowners Association came before them with a list of items and concerns regarding the infill regulations. They asked Mark Hinshaw to review the regulations and had a discussion with him and from that discussion came up with a series of issues that council wished to have brought forward to them. One of the things they wanted to do was reduce the boundary of the East Infill District. Mr. Yadon reviewed the current boundaries and the areas proposed for removal. Mr. Yadon stated that notices were mailed and a total of 30 comments were received, with 28 in favor. The Planning Commission recommended approval of this amendment.

PUBLIC COMMENTS:

Kris Hannigan-Luther, 823 Bancroft Avenue, Coeur d'Alene, was in favor of the proposal but did not wish to testify.

Barb Crumpacker, 1015 E. Lakeside, Coeur d'Alene, was in favor of the proposal but did not wish to testify.

Maren Reid, 418 S. 9th Street, Coeur d'Alene, read a letter from her neighbor, Mary Jo Brooks, who resides at 901 Bancroft. Ms. Brooks is concerned about the ability to build 35 foot walls on the property line and asked the Council to vote in favor of the boundary change so that the home that she built 20 years ago will be in a neighborhood that maintains its residential heritage.

Alyson Katz, 823 Young Avenue, Coeur d'Alene, was in favor of the proposal but did not wish to testify.

Todd Butler, 401 S. 18th, Coeur d'Alene, stated that he is an architect here in town. He leans more towards opposed. He has a number of clients that this affects. Mr. Butler stated that he is very familiar with this neighborhood and hasn't seen much change for many years but during the last couple of years after the overly districts has been seeing changes. What concerns him is it is his understanding that years ago the groundwork was laid with committees and developed into the idea of creating these districts. In the past couple of years he has been doing everything he can to work within these guidelines. It seems like the process that took years to get into place is now being turned over in a very short period of time. Perhaps the process needs to be looked at a little bit more in depth rather than a knee jerk reaction and change. He thinks there is still a solution without removing or back tracking everything that has been put into place over the last number of years.

Manny Alevera, 810 Bancroft, Coeur d'Alene, was opposed to the proposal but did not wish to testify.

Gerald Stinson, Bancroft, Lots 3 and 4, Coeur d'Alene, was opposed to the proposal but did not wish to testify.

Marjorie StormoGipson, 310 S. 13th Street, Coeur d'Alene, was in favor of the proposal but did not wish to testify.

Justin StormoGipson, 310 S. 13th Street, Coeur d'Alene, was in favor of the proposal but did not wish to testify.

Ken Snyder, 818 Front, Coeur d'Alene, was in favor of the proposal but did not wish to testify.

Joe Morris, 304 S. 11th Street, Coeur d'Alene, stated that he is a resident of the East Mullan Historical Association, and congratulated the city for having a great year. Those who live in the neighborhood have a right to have a say as to the future of their neighborhood. The City voted to put it on a fast track because they thought it was important. The Planning & Zoning Commission also voted to approve it. The city needs to protect the investment of homeowners. Mark Hinshaw originally did not recommend that this area be included in the infill. He later agreed that it was appropriate to exclude the proposed area. They are only reducing the district by 2 ½ blocks from 15 ½ to 13. Residents of the area were never notified when the area was included in the East Infill District. It is a minor boundary change, consistent with the principals of the Comp Plan.

RECESS: The meeting was recessed for five minutes, at 9:49 p.m., and rejourned at 9:58 p.m.

Denise Lundy, 5816 W. Davenport, Dalton, was opposed to the proposal but did not wish to testify.

Charles Moseley, 771 S. 11th, Coeur d'Alene, was opposed to the proposal but did not wish to testify.

Judy Waring, 927 Bancroft, Coeur d'Alene, read a letter from Julie Van Middlesworth who lives on East Young. No setback requirements adversely affect the aesthetics of her neighborhood. Ms. Waring further stated that higher density housing will increase traffic flow and decrease visibility making traffic less visible.

Philip Waring, 921 Bancroft, Coeur d'Alene, was in favor of the proposal but did not wish to testify.

Barb Reynolds, 806 Bancroft, Coeur d'Alene, stated that they as homeowners were never notified of the zone change. More high density buildings do not equal more low income housing. She believes it is the responsibility of the city council to hear the homeowners associations and to honor their wishes as best they can.

Councilman Edinger asked Mr. Yadon about the notification issue. Mr. Yadon explained that by state law they are not required to have individual notice on a legislative action. In this case the notice was made according to law with newspaper articles, etc. The neighborhood's opinion was that it wasn't sufficient notice. As a result of the complaints received the council is investigating what is adequate notice. A member of the East Mullan Historical Homeowners Association has agreed to serve on the committee.

A.W. Reynolds, 806 Bancroft, Coeur d'Alene, was in favor of the proposal but did not wish to testify.

Lynn Morris, 304 S. 11th, Coeur d'Alene, was in favor of the proposal but did not wish to testify.

Rita Sims – Snyder, 818 Front Avenue, Coeur d'Alene, stated that she is the Vice President of the East Mullan Historic District Neighborhood Association. They have been working on the amendments for the last 11 months. Key points are that those residing in the area affected were not notified. The original recommendation of Mark Hinshaw was to draw the boundary at south of Mullan. It is contrary to the values and the principals of the city's own Comp Plan.

Cathy Evjen, 318 S. 11th Street, Coeur d'Alene was in favor of the proposal but did not wish to testify.

George Evjen, 318 S. 11th Street, Coeur d'Alene, was in favor of the proposal but did not wish to testify.

Sheryl Coyle, 401 S. 12th, Coeur d'Alene, was in favor of the proposal but did not wish to testify.

James Ragsdale, 814 E. Mullan, Coeur d'Alene, read a letter from Gordy Hanigan Luther, who lives at 823 Bancroft. The East Infill District was put in place without notification to those affected. Had they known about the proposed changes he would have been there to voice his opposition. The original recommendation of the consultant was to have boundaries south of Mullan. He wants changes to the area done in character with the current surroundings. Mr. Ragsdale stated that he appreciated the city's willingness to hear them and bring their concerns before them. They are trying to keep the quaintness of their community in place.

Dwight & Ali Bershaw, 901 Front Avenue, Coeur d'Alene, were in favor of the proposal but did not wish to testify.

Tom McColly, 6592 Snowberry Street, Dalton Gardens, stated that Bancroft Street has a lot to offer. Many of the proposed changes by the East Mullan Homeowners Association they agree with, such as setbacks, height limits, etc. He read a letter from Tony Berns, LCDC, sent to Dave Yadon dated June 25, 2007 regarding the intent of the east infill overlay district. Tony Berns thinks we should be careful of overmodifying. Mr. McColly discussed floor area ratio ideas, different requirements for different zones, and design review. He also discussed models used in other cities. Mr. McColly also spoke for Carol Shemansky, Bancroft Betterment Association, and stated that 2/3 of the residences on Bancroft don't want it to be excluded from the "DOE".

Mike Kossarjjar, 414 S. 11th Street, 918 Bancroft, Coeur d'Alene, stated that he owns two lots on Bancroft and is in favor for it to stay in the infill district. He thinks a design change would be important. As far as affordable housing, he doesn't think Sanders Beach offers that anyway. Mr. Kossarjjar stated that by making a decision tonight there are still some people that own properties on Bancroft that still don't know this is going on. The city should at least inform everyone and make sure that everyone on that street that would be directly affected are notified about it.

Rob Sallis, 416 11th Street, Coeur d'Alene, was in favor of the proposal but did not wish to testify.

Seane Mosely, was opposed to the proposal, but did not wish to testify.

Roger Snyder, 319 Park Drive, Coeur d'Alene, stated that he had a petition with signatures and how they stand on the issue. He passed around pictures of Third and Wallace as an example of what people don't want to happen. He lives in the Ft. Grounds area and thanked the city for protecting the Ft. Grounds neighborhood for over 25 years. Neighborhoods in the center of town need protection. Overall great things are happening in the City.

Robert Goetze, 813 Bancroft Avenue, Coeur d'Alene, was in favor of the proposal but did not wish to testify.

Deborah Goetze, 813 Bancroft Avenue, Coeur d'Alene, was in favor of the proposal but did not wish to testify.

Ed & Diana Ring, 1023 Bancroft Avenue, Coeur d'Alene, were in favor of the proposal but did not wish to testify.

Ron Buffett, 218 N. 8th Street, Coeur d'Alene, stated that if you approve this tonight you will open a huge can of worms because you are setting a precedent. He thinks the city needs to go back and review this whole area. He thinks it needs a little tweaking to make it acceptable. Morally, it is terrible that people haven't been notified.

Robert "Obay", 1103 Lakeshore, Coeur d'Alene, opposes changing the boundary. There are a number of lots that are vacant in that area. He is concerned about the precedent that we are setting and thinks it is very arbitrary. The infill was developed in order to take the city into the future. The two projects that have been done are exceptional. You are never going to please everyone but he thinks the infill was designed to promote some quality development. He is objecting to the fast tracking of it. There are things that aren't necessarily worth preserving.

Lynn Morris, 304 S. 11th Street, Coeur d'Alene, stated that this change is extremely endorsed by the neighborhood. It is endorsed by the Planning Commission. She feels that it needs to be decided tonight. The rules that are in place right now do not save the neighborhood.

COUNCIL BILL NO. 07-1038
ORDINANCE NO. 3317

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 17.07.910 BY REPLACING THE MAP OF THE DOWNTOWN OVERLAY DISTRICTS WITH A NEW MAP THAT REDUCES THE BOUNDARIES OF THE DOWNTOWN OVERLAY – EASTSIDE DISTRICT; 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 Goodlander, to pass the first reading of Council Bill No. 07-1038.

DISCUSSION:

Councilman Edinger stated that he doesn't believe that it is a transition area. That area has remained same for 15 to 20 years. This is basically an established neighborhood and

Councilman Edinger believes that if we can preserve an old established neighborhood we should do that.

Councilman Kennedy stated that it is a neighborhood protection issue to him. He will vote in favor.

Councilman Hassell stated that he has always disliked the word “transition” from the Comp Plan. It doesn’t mean that it needs to be forced. He thinks boundaries were extended a little too far when it was written and it was not an area in transition. By putting the boundaries where they were originally established, it did force that transition.

Councilman Goodlander stated that when this was originally done they had the best intentions and tried to do the right thing. She concurred that council needs to listen to the neighbors but suggested council be cautious in backtracking.

Councilman Reid encouraged staff and council to incorporate some of the ideas that came forward today from Mr. McColly, i.e., a design review committee and setting up different setback rules for the different zones.

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

Motion by Kennedy, seconded by Reid, to suspend the rules and to adopt Council Bill No. 07-1038 by its having had one reading by title only.

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

Councilman Reid thanked everyone for coming tonight and commented that it makes the job worthwhile. She apologized for them having to listen to people who don’t pay taxes. She further stated that it is an election year and those people are trying to get people elected to council. She further commented that they left when the infill district issue came before council. They were only interested in being a party to discrediting staff and city council. She further commented that council candidate John Bruning stayed for the entire meeting and candidates Dan Gookin, Susan Snedaker, and Jerry Walker walked out.

EXECUTIVE SESSION: Motion by Reid, seconded by Hassell, to enter into Executive Session as provided by Idaho Code 67-2345 SUBSECTION A: To consider hiring a public officer, employee, staff member or individual agent.

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

The Council entered into Executive Session at 11:06 p.m. Those present were the Mayor, City Council, City Administrator, and City Attorney. Matters discussed were those of personnel issues.

No action was taken and the Council returned to regular session at 11:20 p.m.

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

The meeting adjourned at 11:20 p.m.

Sandi Bloem, Mayor

ATTEST:

Amy C. Ferguson, Deputy City Clerk

RESOLUTION NO. 07-061

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF AN AGREEMENT WITH PANHANDLE AREA COUNCIL (PAC) FOR GRANT ADMINISTRATIVE SERVICES FOR THE RAMSEY ROAD / GOLF COURSE ROAD INTERSECTION SIGNALIZATION; APPROVAL OF AN AGREEMENT WITH PANHANDLE AREA COUNCIL (PAC) FOR GRANT ADMINISTRATIVE SERVICES FOR THE SAFE ROUTES TO SCHOOL (SR2S) PROJECT; APPROVAL OF A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE IDAHO DEPARTMENT OF LANDS (IDL); APPROVAL OF AMENDMENTS TO THE EMPLOYEE BENEFIT PLAN AND RENEWAL RATES; ACCEPTANCE OF RIGHT-OF-WAY DEDICATION ON FRUITLAND LANE; APPROVAL OF S-13-06 REVISED SUBDIVISION IMPROVEMENTS AGREEMENT AND PARTIAL ACCEPTANCE OF CERTAIN INSTALLED PUBLIC IMPROVEMENTS WITH A MAINTENANCE / WARRANTY AGREEMENT FOR RIVERSTONE PLAZA AND AUTHORIZING THE DESTRUCTION / TRANSFER OF CERTAIN PUBLIC RECORDS TO THE STATE ARCHIVES.

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

- 1) Approval of an Agreement with Panhandle Area Council (PAC) for Grant Administrative Services for the Ramsey Road / Golf Course Road Intersection Signalization;
- 2) Approval of an Agreement with Panhandle Area Council (PAC) for Grant Administrative Services for the Safe Routes to School (SR2S) project;
- 3) Approval of a Memorandum of Understanding (MOU) with the Idaho Department of Lands (IDL);
- 4) Approval of Amendments to the Employee Benefit Plan and Renewal Rates;
- 5) Acceptance of Right-of-Way Dedication on Fruitland Lane;
- 6) Approval of S-13-06 Revised Subdivision Improvements Agreement and Partial Acceptance of Certain Installed Public Improvements with a Maintenance / Warranty Agreement for Riverstone Plaza;
- 7) Authorizing the Destruction / Transfer of Certain Public Records to the State Archives;

AND;

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

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

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

DATED this 2nd day of October, 2007.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

MEMORANDUM

DATE: SEPTEMBER 19, 2007

TO: THE PUBLIC WORKS COMMITTEE

FROM: RENATA MCLEOD, PROJECT COORDINATOR

RE: APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH
PANHANDLE AREA COUNCIL FOR GRANT WRITING AND
ADMINISTRATION SERVICES FOR THE RAMSEY AND GOLF COURSE ROAD
SIGNALIZATION PROJECT.

DECISION POINT:

- To authorize a Professional Services Agreement with Panhandle Area Council for grant writing and administration services for the Ramsey and Golf Course Road signalization project.

HISTORY:

The City of Coeur d'Alene is eligible for Idaho Community Development Block Grant (ICDBG) funds through the end of this calendar year (as the City is seeking direct funding of CDBG funds January 1, 2008). An opportunity to seek funding for a traffic signal project at Ramsey and Golf Course Road became a reality upon the City Engineer's review of the Kroc Center traffic study. The ICDBG would provide an opportunity to seek a job creation agreement with the Salvation Army in exchange for funding of a traffic signal. Panhandle Area Council (PAC) is an organization that can complete all of the grant documentation and submittal processes for 10% of the grant award, which will be less than \$25,000.00. The grant must be submitted by December 17, 2007 to work within the City's qualification timeline.

FINANCIAL:

Staff estimates the grant request to be less than \$250,000.00, with an amount not to exceed 10% being paid to PAC for grant administration.

DECISION POINT/RECOMMENDATION:

- To authorize a Professional Services Agreement with Panhandle Area Council for grant writing and administration services for the Ramsey and Golf Course Road signalization project.

PROFESSIONAL SERVICES CONTRACT
Between
the City of Coeur d'Alene and Panhandle Area Council
for the
Ramsey and Golf Course Road Project

This Contract is entered into this 2nd day of October, 2007 by and between the City of Coeur d'Alene, Idaho, herein referred to as "CITY" and Panhandle Area Council, 11100 N. Airport Drive, Hayden, Idaho, 83835, herein referred to as the "CONTRACTOR," Witnesseth:

WHEREAS, the CITY intends to make application to Idaho Commerce & Labor, herein referred to as the "Department," for the receipt of grant funds under the Idaho Community Development Block Grant (ICDBG) Program for the purpose of infrastructure enhancements at Ramsey and Golf Course Road in Coeur d'Alene, Idaho; and

WHEREAS, the CITY desires to engage the CONTRACTOR to render certain services related to the administration of the above described ICDBG project; and

WHEREAS, the CITY has complied with provisions for soliciting of contractors as cited in OMB Circular A-102; and

WHEREAS, in order to assure effective management of the above project, it is deemed to be in the best interests of the CITY to enter into an agreement with the CONTRACTOR as hereinafter provided;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **EMPLOYMENT OF CONTRACTOR.** The CITY agrees to engage the CONTRACTOR, and the CONTRACTOR agrees to provide the services described in Attachment A in order to provide for grant administration and management of the Ramsey and Golf Course Road Signalization project for the CITY as approved by the Department.

2. **EMPLOYEE-EMPLOYER RELATIONSHIP.** The contracting parties warrant by their signature that no employer-employee relationship is established between the CONTRACTOR and the CITY by the terms of this contract. It is understood by the parties hereto that the CONTRACTOR is an independent contractor and as such, neither it nor its employees, if any, are employees of the CITY for purposes of tax, retirement system, or social security (FICA) withholding.

3. **CONTRACTOR'S INSURANCE.** The CONTRACTOR warrants that it has obtained, and will maintain at its expense for the duration of this Contract, statutory worker's compensation

coverage, employer's liability and comprehensive general liability insurance coverage for its principals and employees for the services to be performed hereunder. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of at least five hundred thousand dollars (\$500,000) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants.

4. LIAISON. The CITY'S designated liaison with the CONTRACTOR is Nancy Mabile. During the planning and writing phase of this project, the CONTRACTOR'S liaison with the CITY will be the same. After project award, the CONTRACTOR'S designated liaison with the CITY for grant administration and management is Ms. Kay Kitchel, Fiscal Contracts Manager, at which time she will assign a Contracts Specialist by amendment to the CITY'S project.

5. EFFECTIVE DATE AND TIME OF PERFORMANCE. This Contract takes effect on October 2, 2007. The services to be performed by the CONTRACTOR will be completed no later than December 31, 2008.

If the services covered by this agreement have not been completed by December 31, 2008, through no fault of the Administrator, compensation for the extension of the Administrator's services beyond this time shall be re-negotiated.

6. SCOPE OF SERVICES. The Administrative Scope of Services is as set forth in the ATTACHMENT A, which by this reference is made a part hereof.

It is understood and agreed by the parties that the services of the CONTRACTOR do not include any of the following: the disbursement or accounting of funds distributed by the CITY'S financial officer, legal advice, fiscal audits or assistance with activities not related to the ICDBG project.

7. COMPENSATION. For satisfactory completion of administrative services to be provided under this Contract, the CITY, upon grant award, will negotiate with the CONTRACTOR a sum not to exceed ten percent (10%) of the grant award, which the CITY agrees to pay as set forth in ATTACHMENT B, which by this reference is made a part hereof.

8. CONFLICT OF INTEREST. The CONTRACTOR warrants that it presently has no interest and will not acquire any interest, direct or indirect, in the ICDBG project, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that, in performing this Contract, it will employ no person who has any such interest. Should any conflict of interest, as defined by the ICDBG Administrative Rules, arise during the performance of this contract, it will be disclosed and managed according to the ICDBG rules.

9. MODIFICATION AND ASSIGNABILITY OF CONTRACT. This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The CONTRACTOR may not subcontract or assign it rights (including the right to compensation) or duties arising hereunder without the prior written consent of the CITY and the Idaho Commerce & Labor. Any subcontractor or assignee will be bound by all of the terms and conditions of this Contract.

10. TERMINATION OF CONTRACT. This Contract may be terminated as follows:

- (a) **Termination due to loss of funding.** In the event that the Department reduces or terminates payments under the ICDBG Program so as to prevent the CITY from paying the CONTRACTOR with ICDBG funds, the CITY will give the CONTRACTOR written notice which sets forth the effective date of the termination and explain the reasons for the termination. The notice shall also describe the conditions for any reimbursement for any work completed.
- (b) **Termination for Convenience.** The CITY may terminate this contract in whole, or in part, for the convenience of the CITY when the CITY determines that the continuation of the project is not in the best interest of both parties and that further expenditure of funds will not produce any results. The CITY shall notify in writing the conditions, effective date and make reasonable payment for work completed.
- (c) **Termination for Cause.**
 - (i) If the CITY determines that the CONTRACTOR has failed to comply with the terms and conditions of this Contract, it may terminate this Contract in whole or in part, at any time before the date of completion. If the CONTRACTOR fails to comply with any of the terms and conditions of this Contract, the CITY may give notice, in writing, to the CONTRACTOR of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the CITY may, with no further notice, declare this Contract to be terminated. The CONTRACTOR will thereafter be entitled to receive payment for those services reasonably performed to the date of termination less the amount of reasonable damages suffered by the CITY because of the CONTRACTOR'S failure to comply with this Contract.
 - (ii) Notwithstanding the above, the CONTRACTOR is not relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Contract by the CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due the CITY from the CONTRACTOR is determined.

11. DOCUMENTS INCORPORATED BY REFERENCE. The CITY'S application to the Department for ICDBG funding, to be submitted by December 17, 2007, and any amendments thereto, and all applicable federal and state statutes and regulations are incorporated into this Contract by reference.

12. CIVIL RIGHTS ACT OF 1964. The CONTRACTOR will abide by the provisions of the Civil Rights Act of 1964 which states that under Title VI, no person may, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

13. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. The CONTRACTOR will comply with the following provision:

No person in the United States may on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 will also apply to any such program activity.

14. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968. The CONTRACTOR will ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this ICDBG-assisted project will be extended to lower income project area residents. Further, the CONTRACTOR will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area in the award of contracts and purchase of services and supplies.

15. MINORITY BUSINESS ENTERPRISE. Consistent with the provisions of Executive Order 11246 and OMB Circular A-102, Attachment O, the CONTRACTOR will take affirmative steps to assure that minority businesses are used when possible as sources of supplies, equipment, construction and services. Additionally, the CONTRACTOR must document all affirmative steps taken to solicit minority businesses and forward this documentation along with the names of the minority subcontractors and suppliers to the CITY upon request.

16. NONDISCRIMINATION. The CONTRACTOR will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.

17. OWNERSHIP AND PUBLICATION OF MATERIALS. All reports, information, data, and other materials prepared by the CONTRACTOR pursuant to this Contract are to be the property of the CITY and the Department, which have the exclusive and unrestricted authority to release,

publish or otherwise use, in whole or in part. All such materials developed under this contract shall not be subject to copyright or patent in the United States or in any other country without the prior written approval of the CITY and the Department.

18. REPORTS AND INFORMATION. The CONTRACTOR will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the CITY or its authorized representative, and will be retained for four years after the expiration of this Contract.

19. ACCESS TO RECORDS. It is expressly understood that the CONTRACTOR'S records relating to this Contract will be available during normal business hours for inspection by the CITY, the Department, the U.S. Department of Housing and Urban Development, the U.S. Comptroller General, Office of Inspector General, and, when required by law, representatives of the State of Idaho.

20. CONSTRUCTION AND VENUE. This Contract will be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, venue is the First Judicial District in and for the County of Kootenai, State of Idaho.

21. INDEMNIFICATION. The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to the CONTRACTOR'S performance of this Contract except for liability arising out of concurrent or sole negligence of the CITY or its officers, agents or employees. Further, the CONTRACTOR will indemnify, hold harmless, and defend the CITY against any and all claims, demands, damages, costs, expenses or liability arising out of the CONTRACTOR'S performance of this Contract except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents or employees.

22. LEGAL FEES. In the event either party incurs legal expenses to enforce the terms and conditions of this Contract, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

23. SPECIAL WARRANTY. The CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this contract. The CONTRACTOR further declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this contract. Any such activity by the CONTRACTOR shall make this contract null and void.

24. **ATTACHMENTS.** Attachment A "Scope of Services," Attachment B "Compensation-Pay Schedule," and Attachment C "Community Development Block Grant Assurances" are attached hereto, which by this reference is made a part thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

PANHANDLE AREA COUNCIL

CITY OF COEUR D'ALENE

BY: _____
James L. Deffenbaugh
Executive Director

BY: _____
Sandi Bloem
Mayor

DATE: _____

DATE: _____

ATTEST: _____

ATTEST: _____

ATTACHMENT A
SCOPE OF SERVICES
PANHANDLE AREA COUNCIL

The CONTRACTOR shall perform the following services:

ICDBG ADMINISTRATION/MANAGEMENT

A. ENVIRONMENTAL REVIEW

Primary Responsibility:

1. Establish an Environmental Review Record file.
2. Complete an Environmental Assessment.
3. Prepare Environmental Finding.
4. If appropriate, publish Finding and Request of Funds (ROF).
5. Submit ROF, with Assessment if appropriate, and State Historic Preservation Office letter to Department for review and approval.

B. CONSTRUCTION ADMINISTRATION

Primary Responsibility:

1. Establish Labor Standards Compliance file and assign responsibility.
2. Request current Davis-Bacon wage rate before advertising for bids.
3. Review and approval of bidding documents for required ICDBG and/or other funding agencies required clauses, provisions, and forms. Submit bid document review certification to funding agencies.
4. Update wage rates ten (10) days prior to bid opening.
5. Check contractor eligibility with the Department before awarding contract (Federal Debarred List).
6. Document subcontractor eligibility and Davis-Bacon certifications.

7. Submit executed contract documents to the Department for review and approval.
8. Hold a Preconstruction Conference with contractor to discuss labor standards and other grant requirements (submit signed minutes to the Department).
9. Collect, review and verify all payrolls.
10. Conduct worker interviews and verify against payrolls.
11. Report all payroll discrepancies to the Department.
12. Process certified pay requests from the construction contractor and pay requests from the architects and/or engineers for approval and payment by the CITY.

C. CIVIL RIGHTS COMPLIANCE

Primary Responsibility:

1. Establish a file containing the Grantee's Affirmative Action Plan, Community Profile, Work force composition, or other documents and statistics, which demonstrate the Grantee's efforts to benefit the local minority population as well as other nondiscriminatory policies and practices.
2. File signed Section 3 Clause and other Contractor Certifications.
3. Comply with CITY'S Section 3 Plan and maintain documentation.
4. Submit MBE/WBE Solicitation Summaries for all solicitations for construction bids.
5. Provide information to the CITY for implementation of the required Fair Housing activities listed in the ICDBG Grant Administrator's Handbook.
6. Provide technical assistance to the CITY on procedures to implement Section 504 requirements; adoption and publication of Section 504 Policy on Nondiscrimination; adoption of grievance procedures; completion of self evaluation; and completion of transition plan.

D. ACCOUNTING REQUIREMENTS (Assist the CITY in setting up procedures to maintain and comply with the following accounting requirements.)

Primary Responsibility:

1. Maintain a General Ledger for the ICDBG grant funds. The ledger must show expenditures by budget categories and also by other funding sources.
2. Maintain cash receipts and cash disbursement journals.
3. Maintain source documentation and file documents by Idaho Commerce & Labor Request for Funds forms.
4. Accounting and Allowable Costs must be in accordance with OMB Circulars A-102 and A-87 and Treasury Circular 1075.

E. AUDITS (Advise the CITY of responsibilities in obtaining audit services and assist if requested.)

Primary Responsibility:

1. Audit services shall be secured in accordance with OMB Circular A-102, Attachment O.
2. Audit shall be conducted according to OMB Circular A-128 and the Single Audit Act of 1984.
3. Audit shall be submitted to the Idaho Legislative Auditor for review and approval within 30 days of completion.

F. REPORTING ON BEHALF OF THE CITY AND TECHNICAL ASSISTANCE

Primary Responsibility:

1. Submit the required financial and performance reports with each drawdown or as required by the Department.
2. Report in writing to the Grantor Agencies any major compliance performance problems, management problems, all construction commencement and completion, loan closings, and defaults.
3. Submit all contract amendments and plan amendments to the Idaho Commerce & Labor prior to execution.
4. Assist the CITY and act as a resource for procurement procedures and documentation.
5. Attend [City Council/County Commission] meetings or any other meetings deemed necessary, to provide project representation.

ATTACHMENT B
COMPENSATION-PAY SCHEDULE
PANHANDLE AREA COUNCIL

The CITY shall pay the CONTRACTOR for performance of the services described in Attachment A, an amount not to exceed ten percent (10%) of the grant award.

Upon written request, the CITY shall make progress payments to the CONTRACTOR. Compensation is based on work completed and each phase shall total the following percentages for the total compensation payable:

A. Project Start-up	<u>10%</u>
B. Environmental Review	<u>20%</u>
C. Preconstruction Activities	<u>30%</u>
D. Construction	<u>30%</u>
E. Civil Rights	<u>5%</u>
F. Project Closeout	<u>5%</u>
 TOTAL COMPENSATION	 100%

The total amount paid in progress payments as shown above shall not exceed ninety-five percent (95%) of the Contract Amount. Payments are due and payable 30 days from receipt of invoice.

Final payment: The CITY shall pay the final five percent (5%) of the contract amount upon written requisition, when all services are complete.

PERFORMANCE MEASURES

- A. Project Start-up
 - . Project File Organization
 - . Prepare Scope of Work
 - . Prepare Administrative Plan
 - . Provide information on grant requirements/procedures

- B. Environmental Review
 - . Assign an Environmental Review Officer
 - . Establish Environmental Review Record
 - . Determine Environmental Review Scope of Project
 - . Determine Level of Review

- . Publish Finding, if appropriate
- . Request Release of Funds from ICL

C. Preconstruction Activities

- . Establish Construction Procurement Procedures with the CITY and Project Engineer
- . Review Bid Documents/Procedures for Advertising
- . Monitor for Notification to Minority Business Enterprise, Women Business Enterprise
- . Monitor Davis-Bacon Wage Rate Compliance
- . Hold Preconstruction Conference

D. Construction

- . Document Construction Procurement Activities
- . Review Payrolls
- . Conduct Employee Interviews
- . Monitor Labor Compliance
- . Prepare Request for Funds
- . Prepare Progress Reports
- . Hold Mid-Construction Public Hearing

E. Civil Rights

- . Establish and maintain Civil Rights File
- . Assist with Citizen Participation Hearing
- . Provide TA on compliance requirements/procedures

F. Project Closeout

- . Prepare Final Report

ATTACHMENT C

COMMUNITY DEVELOPMENT BLOCK GRANT ASSURANCES

1. **Nondiscrimination Under Title VI of the Civil Rights Act of 1964.**

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the GRANTEE shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer. This covenant shall prohibit discrimination upon the basis of race, color, religion, sex or national origin, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon. Providing that the GRANTEE is undertaking its obligation in carrying out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate. This Agreement is also subject to the requirements under the Fair Housing Act Amendments of 1988, which has been expanded to cover handicapped persons and families with children.

2. **Title VIII**

This Agreement is subject to the requirements of Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), and HUD regulations with respect thereto, providing it is the policy of the United States, within constitutional limitations, to provide fair housing, and prohibiting any person, in the sale, rental financing, or brokers of housing, from discriminating or in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. In the implementation of Title VIII, HUD is guided by Executive Orders 11063 and 12259, and 24 CFR Parts 100 through 115, particularly Part 107.

3. **Section 109**

This Agreement is also subject to the provisions of Section 109 of the Housing and Community Development Act of 1974 (P.L. 93-383), as amended. Section 109 prohibits the use of criteria based on race, color, national origin or sex to exclude any person from participating in or benefiting from any program or activity funded in whole or part with community development funds made available pursuant to the Act. Section 109 further incorporates the prohibitions against age discrimination contained in the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), and against handicapped discrimination contained in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended.

4. **Labor Standards**

Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, the GRANTEE and all contractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with the

requirements of the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), and the Contract Work Hours and Safety Standard Act (40 U.S.C. 327 et seq.), as well as HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3 and 5.5, governing the payment of wages and the ratio of apprentices and trainees to journeyman: Provided wage rates are higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the GRANTEE of its obligations, if any, to require payment of the higher rates. The GRANTEE shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5. No award shall be made to any contractor who is ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

5. Environmental Standards

This Agreement is subject to the policies contained in the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.), and related laws, as furthered by HUD regulations contained in 24 CFR Part 58. The GRANTEE hereby assumes responsibility for environmental review, decision-making, and other action under NEPA and related laws, in accordance with Part 58.

6. Section 3

This Agreement is subject to the employment and contracting requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower-income persons residing within the unit of local government or the metropolitan area or nonmetropolitan county in which a covered project is located; and the contracts for work in connection with such projects be awarded, to the greatest extent feasible, to eligible business concerns located in, or owned in substantial part by, persons residing in the same metropolitan area or nonmetropolitan county as the project. HUD regulations contained in 24 CFR Part 135 contain guidelines relating to Section 3 objectives.

7. Lead Based Paint Hazards

The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to HUD Lead-Based Paint regulations, 24 CFR Part 35. Any grants or loans made by the GRANTEE for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead based paint hazards under Subpart B of said regulations, and the GRANTEE shall be responsible for the inspections and certifications required under Section 35.14(f) thereof.

8. Conflict of Interest of Members, Officers, or Employees of Grantee, Members of Local Governing Body, or Other Public Officials

No member, officer, or employee of the GRANTEE, or its designees or agents, no member of the governing body of the locality the program is situated, and no public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any

contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. The GRANTEE shall incorporate, or cause to be incorporated, in all such contracts a provision prohibiting such interest pursuant to the purposes of this section.

9. Prohibition Against Payments or Commissions

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974, as amended or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

10. Conflict of Interest of Certain Federal Officials

No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from same.

11. Historic Preservation Act of 1966

Historic Preservation Act of 1966, as amended (16 U.S.C. 470 et seq.).

12. Additional Assurances

The GRANTEE shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to the assistance being provided under this Agreement. The GRANTEE shall comply with all lawful requirements of the Grantor to insure this Agreement is carried out in accordance, and with the obligations and responsibilities of the Grantor to HUD.

13. Requirements for Units of General Local Government

A. Certification

Title I of the Housing and Community Development Act of 1974, as amended through 1983, Section 106(d) (5) units of general local government must make certain certifications to the State. The certifying official must have sufficient authority to make such certifications on behalf of the unit of government. The state may not distribute funds unless the unit of government has submitted certifications providing:

- (1) It will minimize displacement as a result of activities assisted with CDBG funds;
- (2) It will conduct and administer its program in conformance with Title VI and Title VIII, and affirmatively furthering fair housing;
- (3) It will provide opportunities for citizen participation comparable to the State's requirements (those described in Section 104(a) of the Act, as amended);

- (4) It will not use assessments or fees to recover the capital costs of CDBG-funded public improvements from low and moderate-income owner occupants.
- (5) It will abide by all state and federal rules and regulations related to the implementation and management of federal grants.

CITY COUNCIL STAFF REPORT

DATE: September 24, 2007
INITIATED BY: Richard Suchocki, Project Manager 
SUBJECT: Approval of an Agreement with PAC Sidewalks to Schools

DECISION POINT

Staff is requesting approval of an agreement with PAC for professional services for the Sidewalks to School Project.

HISTORY

The Sidewalks to Schools project is a federally funded program. During construction, one of the requirements is to certify the payroll of the contractor as well as insure that the contractor complies with all civil rights regulations. City staffs expertise in these areas are limited.

FINANCIAL ANALYSIS

The cost for these services through PAC is \$3500.00. These funds will be reimbursed through the Sidewalks to Schools program.

PERFORMANCE ANALYSIS

By hiring Panhandle Area Council to provide these services insures that the City meets the requirements of the feds and state of Idaho.

SUMMARY / RECOMMENDATION

Staff recommends a motion to approve the agreement with Panhandle Area Council and direct the Mayor to sign the documents.

PROFESSIONAL SERVICES CONTRACT
between
the City of Coeur d'Alene and Panhandle Area Council
for the
Sidewalks to School Project

This Contract is entered into this 1st day of October, 2007 by and between the City of Coeur d'Alene, Idaho, herein referred to as the "CITY" and Panhandle Area Council, 11100 N. Airport Drive, Hayden, Idaho, 83835, herein referred to as the "CONTRACTOR," Witnesseth:

WHEREAS, the CITY has entered into an agreement with the Idaho Transportation Department (ITD), for the purpose of funding the Sidewalks to School Project in Coeur d'Alene, Idaho; and

WHEREAS, the CITY desires to engage the CONTRACTOR to render certain services related to the above described project; and

WHEREAS, to ensure effective management of the above project, it is deemed to be in the best interests of the CITY to enter into an agreement with the CONTRACTOR as hereinafter provided;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **EMPLOYMENT OF CONTRACTOR.** The CITY agrees to engage the CONTRACTOR, and the CONTRACTOR agrees to provide the services described in Attachment A in order to provide project services to the Sidewalks to School Project for the CITY as approved by ITD.
2. **EMPLOYEE-EMPLOYER RELATIONSHIP.** The contracting parties warrant by their signature that no employer-employee relationship is established between the CONTRACTOR and the CITY by the terms of this contract. It is understood by the parties hereto that the CONTRACTOR is an independent contractor and as such neither it nor its employees, if any, are employees of the CITY for purposes of tax, retirement system, or social security (FICA) withholding.
3. **CONTRACTOR'S INSURANCE.** The CONTRACTOR warrants that it has obtained, and will maintain at its expense for the duration of this Contract, statutory worker's compensation coverage, employer's liability and comprehensive general liability insurance coverage for its principals and employees for the services to be performed hereunder. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of at least five hundred thousand dollars (\$500,000) for bodily or personal injury, death, or property damage or loss as the result of any one (1) occurrence or accident, regardless of the number of persons injured or the number of claimants.
4. **LIAISON.** The CITY'S designated liaison with the CONTRACTOR is Mr. Richard Suchocki. The CONTRACTOR'S designated liaison with the CITY for Project Services is Ms. Kay Kitchel, Fiscal Contracts Manager.

5. **EFFECTIVE DATE AND TIME OF PERFORMANCE.** This Contract takes effect on October 1, 2007. The services to be performed by the CONTRACTOR will be completed no later than August 31, 2008, or at grant closeout.

If the services covered by this agreement have not been completed by August 31, 2008, through no fault of the CONTRACTOR, compensation for the extension of the project services beyond this time shall be re-negotiated.

6. **SCOPE OF SERVICES.** The Scope of Services is as set forth in the ATTACHMENT A, which by this reference is made a part hereof.

It is understood and agreed by the parties that the services of the CONTRACTOR do not include any of the following: the disbursement or accounting of funds distributed by the CITY'S financial officer, legal advice, fiscal audits or assistance with activities not related to the project.

7. **COMPENSATION.** For satisfactory completion of project services to be provided under this Contract, the CITY agrees to pay the CONTRACTOR a sum not to exceed \$3,500.00, which the CITY agrees to pay as set forth in ATTACHMENT B, which by this reference is made a part hereof.

8. **CONFLICT OF INTEREST.** The CONTRACTOR warrants that it presently has no interest and will not acquire any interest, direct or indirect, in this project, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that, in performing this Contract, it will employ no person who has any such interest. Should any conflict of interest arise during the performance of this contract, it will be disclosed and managed accordingly.

9. **MODIFICATION AND ASSIGNABILITY OF CONTRACT.** This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party who are not contained in the written Contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The CONTRACTOR may not subcontract or assign it rights (including the right to compensation) or duties arising hereunder without the prior written consent of the CITY and ITD. Any subcontractor or assignee will be bound by all of the terms and conditions of this Contract.

10. **TERMINATION OF CONTRACT.** This Contract may be terminated as follows:

(a) **Termination due to loss of funding.** In the event that ITD reduces or terminates payments so as to prevent the CITY from paying the CONTRACTOR with their funds, the CITY will give the CONTRACTOR written notice which sets forth the effective date of the termination and explain the reasons for the termination. The notice shall also describe the conditions for any reimbursement for any work completed.

(b) **Termination for Convenience.** The CITY may terminate this contract in whole, or in part, for the convenience of the CITY when the CITY determines that the continuation of the project is not in the best interest of both parties and that further

expenditure of funds will not produce any results. The CITY shall notify in writing the conditions, effective date and make reasonable payment for work completed.

(c) **Termination for Cause.**

(i) If the CITY determines that the CONTRACTOR has failed to comply with the terms and conditions of this Contract, it may terminate this Contract in whole, or in part, at any time before the date of completion. If the CONTRACTOR fails to comply with any of the terms and conditions of this Contract, the CITY may give notice, in writing, to the CONTRACTOR of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the CITY may, with no further notice, declare this Contract to be terminated. The CONTRACTOR will thereafter be entitled to receive payment for those services reasonably performed to the date of termination less the amount of reasonable damages suffered by the CITY by reason of the CONTRACTOR'S failure to comply with this Contract.

(ii) Notwithstanding the above, the CONTRACTOR is not relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Contract by the CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due the CITY from the CONTRACTOR is determined.

11. **CIVIL RIGHTS ACT OF 1964.** The CONTRACTOR will abide by the provisions of the Civil Rights Act of 1964 which states that under Title VI, no person may, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

12. **NONDISCRIMINATION.** The CONTRACTOR will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.

13. **OWNERSHIP AND PUBLICATION OF MATERIALS.** All reports, information, data, and other materials prepared by the CONTRACTOR pursuant to this Contract are to be the property of the CITY and ITD, which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part. All such materials developed under this contract shall not be subject to copyright or patent in the United States or in any other country without the prior written approval of the CITY and ITD.

14. **REPORTS AND INFORMATION.** The CONTRACTOR will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the CITY or its authorized representative, and will be retained for three years after the project completion.

19. **ACCESS TO RECORDS.** It is expressly understood that the CONTRACTOR'S records relating to this Contract will be available during normal business hours for inspection by the CITY, the Sponsor, the U.S. Department of Housing and Urban Development, the U.S. Comptroller General, Office of Inspector General, and, when required by law, representatives of the State of Idaho.

20. **CONSTRUCTION AND VENUE.** This Contract will be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, venue is the First Judicial District in and for the County of Kootenai, State of Idaho.

21. **INDEMNIFICATION.** The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to the CONTRACTOR'S performance of this Contract except for liability arising out of concurrent or sole negligence of the CITY or its officers, agents or employees. Further, the CONTRACTOR will indemnify, hold harmless, and defend the CITY against any and all claims, demands, damages, costs, expenses or liability arising out of the CONTRACTOR'S performance of this Contract except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents or employees.

22. **LEGAL FEES.** In the event either party incurs legal expenses to enforce the terms and conditions of this Contract, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

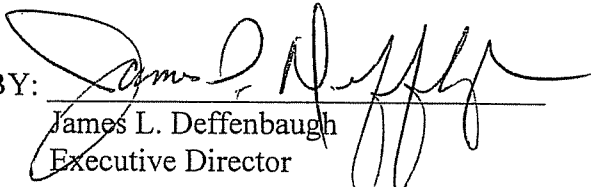
23. **SPECIAL WARRANTY.** The CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this contract. The CONTRACTOR further declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this contract. Any such activity by the CONTRACTOR shall make this contract null and void.

24. **ATTACHMENTS.** Attachment A "Scope of Services", and Attachment B "Compensation-Pay Schedule" are attached hereto, which by this reference is made a part thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

PANHANDLE AREA COUNCIL

CITY OF COEUR D'ALENE

BY: 
James L. Deffenbaugh
Executive Director

BY: _____
Sandi Bloem
Mayor

DATE: 9/17/07

DATE: _____

ATTEST: Nelli Coler

ATTEST: _____

**PLF
SIGN &**

ATTACHMENT A

SCOPE OF SERVICES PANHANDLE AREA COUNCIL

The CONTRACTOR shall perform the following services:

PROJECT SERVICES

A. CONSTRUCTION SERVICES

1. Process payroll certifications to assure with ITD regulations under the Sidewalks to School Project.
2. Attend preconstruction meeting and any other meetings deemed necessary.
3. May require on-site visits.

B. CIVIL RIGHTS COMPLIANCE

1. Compliance with Regulations: During the performance of work covered by this Agreement shall comply with all regulations of the United States Department of Transportation relative to Civil Rights with specific reference to Title 49 CFR Part 21, Title 41 CFR Part 60, Civil Rights Act of 1964 as amended and Executive Order 11246.
2. Non-Discrimination: With regard to the work performed during the term of this Agreement, shall not in any way discriminate: against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, religion, sex, national origin, age or non-job-related handicap.
3. Solicitations for Subcontract, Including Procurements of Materials and Equipment: In all solicitation, either by bidding or negotiation, made by the CITY for work or services performed un subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware, by the CITY, or the obligations of this Agreement and to the Civil Rights Requirements based on race, color, religion, sex, national origin, age or non-job-related handicap.

ATTACHMENT B

COMPENSATION-PAY SCHEDULE PANHANDLE AREA COUNCIL

The CITY shall pay the CONTRACTOR for performance of the services described in Attachment A, an amount not to exceed \$3,500.00.

Upon written request, the CITY shall make monthly payments to the CONTRACTOR based on work completed.

The total amount paid in progress payments as shown above shall not exceed ninety-five percent (95%) of the Contract Amount. Payments are due and payable 30 days from receipt of invoice.

Final payment: The CITY shall pay the final five percent (5%) of the contract amount upon written requisition, when all services are complete.

PERFORMANCE MEASURES

D. Construction

- . Review Payrolls
- . Monitor Labor Compliance

E. Civil Rights

- . Establish and maintain Civil Rights File
- . Provide TA on compliance requirements/procedures

City of Coeur d'Alene

FIRE DEPARTMENT

“City of Excellence”

Staff Report

Date: September 18, 2007

From: Glenn Lauper, Interim Deputy Fire Chief

Re: MOU with Idaho Department of Lands

DECISION POINT: Should Mayor and Council enter into an MOU with the Idaho Department of Lands (IDL) to allow the Fire Department to review and lend comment to all permits for docks on waters within the Coeur d'Alene City limits and waters that abut City property.

HISTORY: With the large amount of residential and commercial dock additions the Fire Department (FD) is faced with two issues. First, if a dock or marina is not in water annexed by the City there is no clear definition of who is responsible for Fire Protection. Under State statute it is the responsibility of IDL, however they do no fire suppression for any type of structure, including docks and marinas. This was causing a great deal of confusion for our crews and especially our dispatch center. Second, now that we may be responding to these areas we want to have input on safety requirements. With this MOU we have the ability to lend comment during the permit process.

FINANCIAL ANALYSIS: With the exception of staff time to review the permits, there will be no financial impact to our budget.

PERFORMANCE ANALYSIS: This will be a model for the rest of the State. When we posed the questions regarding the two above concerns, we quickly found there were no answers. This is the reason we are moving forward and IDL plans on using this model State wide. Knowing the proper response apparatus to send saves valuable time. Having the ability to require safety components, such as fire hydrants, apparatus access, and stand pipes will aid in our ability to suppress these fires in a quicker and safer manner.

DECISION POINT/RECOMMENDATION: Have Mayor and Council enter into an MOU with Idaho Department of Lands.

MEMORANDUM OF UNDERSTANDING

Between
City of Coeur d' Alene
and
State of Idaho, Department of Lands

WHEREAS, the **City of Coeur d' Alene** (CITY) and the State of Idaho (STATE) - **Idaho Department of Lands** (IDL), recognize the opportunity to work together in providing a fire protection program that will accomplish each agency's management objectives required by law while clarifying jurisdictional issues which will result in improved services for Idaho citizens.

WHEREAS, the State owns lands below the ordinary high water mark of Lake Coeur d' Alene and the Spokane River;

WHEREAS, the City has jurisdiction over and / or mutual aid agreements for fire protection and suppression on adjacent lands;

WHEREAS, each agency collectively possess the expertise, experience and equipment to efficiently handle all types of fires;

NOW, THEREFORE, the CITY and IDL mutually agree that the CITY will take protection measures and initial fire suppression response actions on all encroachments extending from the shorelines of Lake Coeur d'Alene and the Spokane River within its jurisdiction. IDL will assist in wildland protection (as requested).

To accomplish this objective, it is agreed that the party's responsibilities are as follows:

1. The IDL will:
 - a. Assist City in protection activities to encroachments above lands owned by the STATE by soliciting input from City on new encroachments proposed adjacent to their jurisdiction. Ultimate permitting authority remains with IDL.
 - b. Provide mutual aid assistance to adjacent lands upon request in accordance to the MOU on file between IDL and CITY in regards to fire suppression.
2. The CITY will:
 - a. Provide resources, personnel, equipment, or a combination thereof, to provide fire protection and/or fire suppression activities to encroachments (docks, piers, breakwaters, float homes, boat garages, floating greens, etc.) adjacent to lands within their jurisdiction.

3. Nothing in this memorandum shall be construed as obligating the CITY or the STATE in the expenditure of funds or future payment of money.
4. CONTACTS:

The principle contacts for this agreement are:

Area Supervisor- Mica
Idaho Department of Lands
3706 Industrial Avenue South
Coeur d Alene, Idaho 83815
208-769-1577

Fire Chief
Coeur d' Alene City Fire Department
302 Foster
Coeur d' Alene, Idaho 83814
208-769-2340

5. IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this **2nd day of October, 2007**. It shall remain in effect until rescinded by any party or their successors.

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

IDAHO DEPARTMENT OF LANDS

By: _____
Sandi Bloem, Mayor

By: _____
Michael R. Denney, Area Supervisor - Mica

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 2nd day of October, 2007, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me, a Notary Public, personally appeared **Michael R. Denney**, known to me to be the Area Supervisor - Mica, of the **Idaho Department of Lands**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

## MEMORANDUM

DATE: September 18, 2007

TO: General Services

FROM: Pam MacDonald  
Human Resources Director

SUBJECT: Benefit Plan Changes and Renewal Rates

---

### **DECISION POINT:**

City Council is requested to approve the following benefit plan changes and renewal rates effective October 1, 2007. The benefit plan contracts will include Blue Cross of Idaho, Group Health Options, Willamette Dental, United Heritage Long-term Disability, as well as the Magnuson, McHugh & Company Flexible Spending Account.

### **HISTORY:**

In an effort to minimize rate increases and strategically address employee cost sharing for medical benefits, a Medical Insurance Review Committee was activated as a result of Union and Association contract negotiations. The Committee consists of representatives from the Lake City Employee's Association, Fire Union, Police Association, Non-represented and Exempt employees. Their goal is to work in good faith to research options which may reduce or maintain the medical premiums and/or generate options. They meet regularly throughout the year to understand market trends, review alternate plans and consider changes.

### **FINANCIAL ANALYSIS:**

The following changes are effective October 1, 2007 through September 30, 2008 as recommended by the Medical Insurance Review Committee:

- Blue Cross Dental 's administration fee increase is 2.71% with services remaining the same as in previous years, City paid as per contract.
- Willamette Dental increase is 7%, City paid as per contract.
- The initial increase for the Blue Cross of Idaho PPO with the current benefit coverage was 23%. With the Committee's recommendations the increase will be 12% (7.5% City Paid) as a result of the following changes:
  - \*Deductible change to \$1500 Individual (Currently \$750) and \$3000 Family (Currently \$1500).
  - \*Percentage paid after deductible changes for all other benefit coverage are per Exhibit A attached.
- Employees who select the Blue Cross Medical Plan continue to have City contributed dollars added to their VEBA account based on Exhibit B attached.
- Group Health Options insurance rate increase is 3.4%, entirely paid by the City, with the benefit coverage remaining the same as in the previous year.
- The United Heritage long-term disability premium cost and benefit coverage will remain the same until February 2008.

- The City's Flexible Spending Account with Magnuson, McHugh & Company, P.A. renewal is based on the City's Fiscal year and benefit coverage remains the same as in the previous year.

**PERFORMANCE ANALYSIS:**

Once the new plan document contracts and rates are updated, they will be forwarded to the City for signatures.


**DECISION POINT/RECOMMENDATION:**

City Council is requested to approve the benefit plan changes and renewal rates.

# Blue Cross of Idaho

October 1, 2007 to September 30, 2008

Information provided is in summary format. Any difference between the summary provided and actual contract will be settled in favor of the contract.

|                                     | Preferred Providers*                                                                                                       | Non-Preferred Providers*                                                                  |
|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| <b>Deductible</b>                   |  <b>\$1,500 Individual/\$3,000 Family</b> |                                                                                           |
| <b>Coinsurance</b>                  | <b>70%</b> after deductible                                                                                                | <b>50%</b> after deductible                                                               |
| <b>Out-of-Pocket Max</b>            | \$1,500/Individual**                                                                                                       | \$3,000/Individual**                                                                      |
| <b>Maximum Benefit</b>              |                                                                                                                            | \$1,000,000                                                                               |
| <b>Office Visits</b>                | \$20 Co-pay                                                                                                                | <b>50%</b> after deductible                                                               |
| <b>Preventive Care</b>              | \$20 Co-pay                                                                                                                | No coverage, except for mammography and pap smear, covered at <b>50%</b> after deductible |
| <b>Lab Work</b>                     | <b>70%</b> after deductible                                                                                                | <b>50%</b> after deductible                                                               |
| <b>Ambulance</b>                    | <b>70%</b> after deductible                                                                                                | <b>50%</b> after deductible                                                               |
| <b>Hospital Inpatient</b> ***       | <b>70%</b> after deductible                                                                                                | <b>50%</b> after deductible                                                               |
| <b>Emergency Room</b>               | <b>70%</b> after deductible                                                                                                | <b>50%</b> after deductible                                                               |
| <b>Chiropractic</b><br>\$800 max/yr | <b>70%</b> after deductible                                                                                                | <b>50%</b> after deductible                                                               |

## Blue Cross (Continued)

|                                                                        |                                                                                               |                                                                                               |
|------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| <b>Maternity</b>                                                       | 70% after deductible                                                                          | 50% after deductible                                                                          |
| <b>Inpatient Physical Rehabilitation****</b><br>\$150,000 lifetime max | 70% after deductible                                                                          | Not covered                                                                                   |
| <b>Outpatient Physical Therapy</b><br>\$800 max/yr                     | 70% after deductible                                                                          | 50% after deductible                                                                          |
| <b>Mental and Nervous &amp; Drug and Alcohol:</b>                      |                                                                                               |                                                                                               |
| <b>Inpatient****</b><br>8 days/yr                                      | 50% of maximum allowance after deductible                                                     | Not covered                                                                                   |
| <b>Outpatient</b><br>20 visits/yr                                      | 50% of maximum allowance after deductible                                                     | Not covered                                                                                   |
| <b>Prescription Drugs (Participating Pharmacies)</b>                   | Generic: \$15 Co-pay<br>Formulary Name Brand: \$30.00 Co-pay<br>Non-Formulary: \$45.00 Co-pay | Generic: \$15 Co-pay<br>Formulary Name Brand: \$30.00 Co-pay<br>Non-Formulary: \$45.00 Co-pay |
| <b>RX Dosages</b>                                                      | 30-day supply                                                                                 |                                                                                               |

\*Non-Preferred Providers will be reimbursed for the majority of services at 60% of the contracted Preferred Provider rate, therefore you may also incur potential "balance billing" from the provider.

\*\* The Out-of-Pocket amount listed does not include your deductible or co-pays and applies to each family member.

\*\*\*Pre-authorization required for Inpatient Hospital Admissions.



# Monthly Blue Cross VEBA Incentive


Effective October 1, 2007

| VEBA Contribution |          | Coverage                | Blue Cross                 |                        |               |
|-------------------|----------|-------------------------|----------------------------|------------------------|---------------|
| Monthly           | Annual   |                         | Employee Premium (Monthly) | City Premium (Monthly) | Total Premium |
| \$11.75           | \$141.00 | ← Employee Only →       | \$ -                       | \$ 397.10              | \$ 397.10     |
| \$32.19           | \$386.28 | ← Employee & Spouse →   | \$ 42.71                   | \$ 811.49              | \$ 854.20     |
| \$16.91           | \$202.92 | ← Employee & Child →    | \$ 28.73                   | \$ 545.83              | \$ 574.56     |
| \$10.46           | \$125.52 | ← Employee & Children → | \$ 33.09                   | \$ 628.63              | \$ 661.72     |
| \$27.79           | \$333.48 | ← Family →              | \$ 48.99                   | \$ 930.90              | \$ 979.89     |

The City's Blue Cross "Plus" VEBA Plan is simply the \$1500/\$3000 Deductible Blue Cross plan with \$15/\$30/\$45 Rx Card "Plus" the City's monthly contribution to your personal VEBA plan.

The VEBA Plan allows you to use your VEBA account for non-reimbursed medical expenses. Unused portions are invested and carried forward, tax free, for future medical needs or insurance premiums when you retire.

# CITY COUNCIL STAFF REPORT

**DATE:** October 2, 2007  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** Acceptance of Right-of-Way Dedication on Fruitland Lane

---

## DECISION POINT

Staff is requesting that the City Council approve and accept the dedication of five feet (5') of additional right-of-way on the east side of Fruitland Lane north of Neider Avenue.

## HISTORY

Steve Widmeyer, et al., presented a zone change request (ZC-2-07) on Fruitland Lane, from MH-8 to R-12 & C-17, which was approved by the CdA Planning Commission in February 2007, and the City Council in March 2007. A condition of this approval was the dedication of five feet (5') of additional r/w on Fruitland Lane.

## FINANCIAL ANALYSIS

Document recordation fee is the only cost to the City.

## PERFORMANCE ANALYSIS

The applicant's surveyor provided the necessary legal description which was inserted into the standard City grant deed document. The applicant has signed the document and it is now ready for recordation.

## RECOMMENDATION

Accept the dedication of right-of-way and direct staff to proceed with the recordation of the granting document.

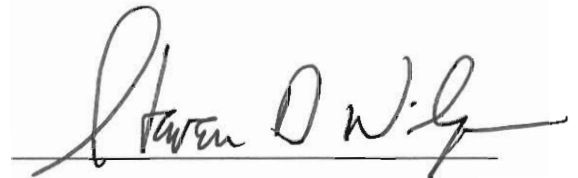
**GRANT DEED  
FOR RIGHT-OF-WAY PURPOSES**

**KNOW ALL MEN BY THESE PRESENTS**, that Steven D. Widmyer and R. Marie Widmyer, husband and wife, whose address is 1319 Ash Avenue , Coeur d'Alene, Idaho 83814, and, William T. Reagan and Danelle A. Reagan, husband and wife, whose address is 2491 E. Hanley Avenue, Dalton Gardens, ID 83815, **GRANTORS**, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged do hereby grant, quitclaim and convey unto the city of **COEUR D'ALENE, Kootenai County, State of Idaho**, a municipal corporation, the **GRANTEE**, whose address is **710 Mullan Avenue, Coeur d'Alene, Idaho 83814-3958**, its successors and assigns, the following described property in Kootenai County, to wit:

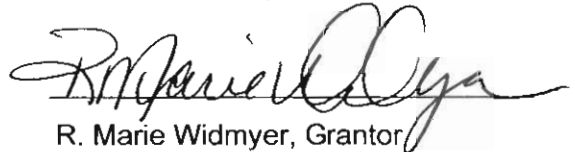
See attached "Exhibit A" incorporated herein.

**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 strip of land for public use. 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 18<sup>th</sup> day of Sept., 2007.



Steven D. Widmyer, Grantor



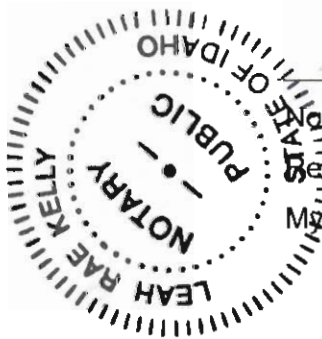
R. Marie Widmyer, Grantor

GRANT OF R/W: FRUITLAND LANE

STATE OF IDAHO )  
 ) SS  
COUNTY OF KOOTENAI )

On this 18 day of September, 2007, before me a Notary Public, personally appeared, Steven D. Widmyer and R. Marie Widmyer, husband and wife, known or identified to me to be the individuals who executed the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed.

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



Leah Rae Kelly  
Notary Public for the State of: Idaho  
Residing at: Coeur d'Alene  
My Commission Expires: Dec. 4, 2010

William T. Reagan

William T. Reagan, Grantor

Danelle A. Reagan

Danelle A. Reagan, Grantor  
Reagan

STATE OF IDAHO )  
 ) SS  
COUNTY OF KOOTENAI )

On this 19<sup>th</sup> day of September, 2007, before me a Notary Public, personally appeared, William T. Reagan and Danelle A. Reagan, husband and wife, known or identified to me to be the individuals who executed the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed.

GRANT OF R/W: FRUITLAND LANE

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



Terri Anderson

Notary Public for the State of: Idaho

Residing at: Coeur d'Alene

My Commission Expires: 2/28/09

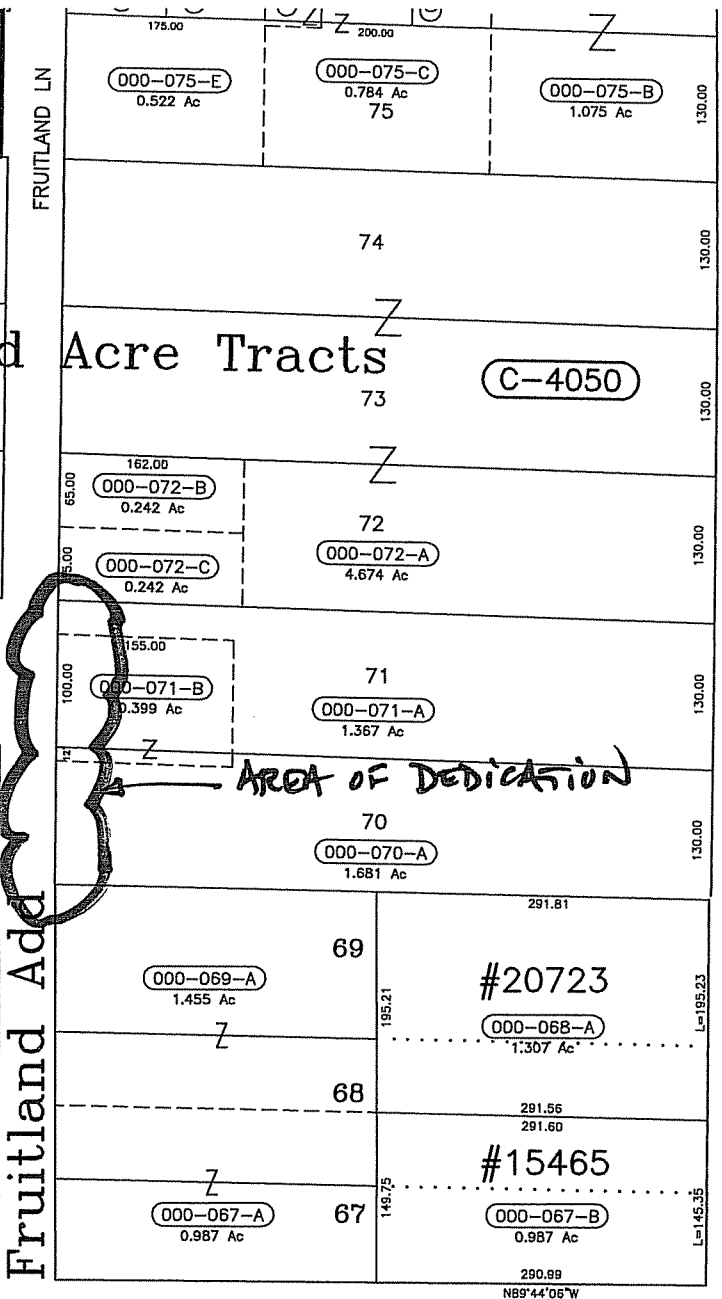
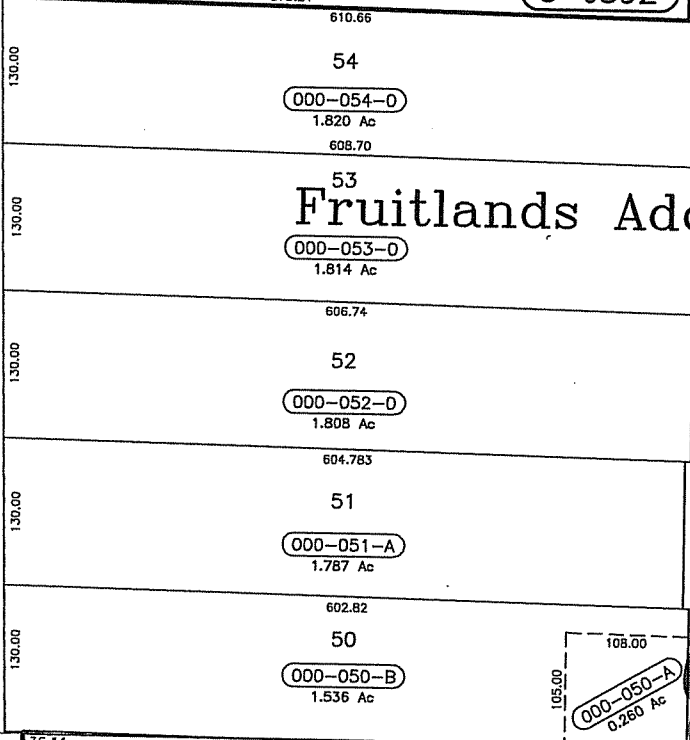
**LEGAL DESCRIPTION**

A 5.0 FOOT WIDE STRIP OF LAND FOR THE PURPOSE OF ADDITIONAL RIGHT-OF-WAY IN A PORTION OF THE PLAT OF FRUITLAND ADDITION TO COEUR D' ALENE, BOOK C, PAGE 12, RECORDS OF KOOTENAI COUNTY, IN SECTION 2, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M., IN THE CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

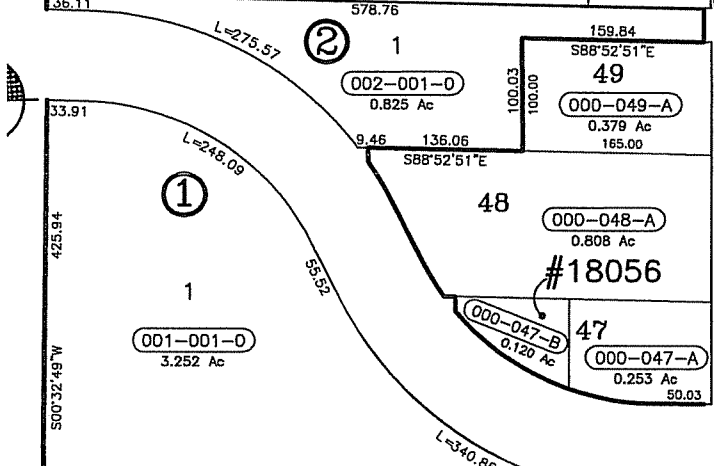
THE WESTERLY 5.0 FEET OF TRACTS 70 AND 71 OF SAID PLAT, SAID WESTERLY 5.0 FEET BEING MEASURED AT A RIGHT ANGLE TO THE WESTERLY BOUNDARY LINE OF SAID TRACTS.



CLADY LN (PRIVATE)  
**Aspen Creek Village \***  
**Condos (C-J392)**

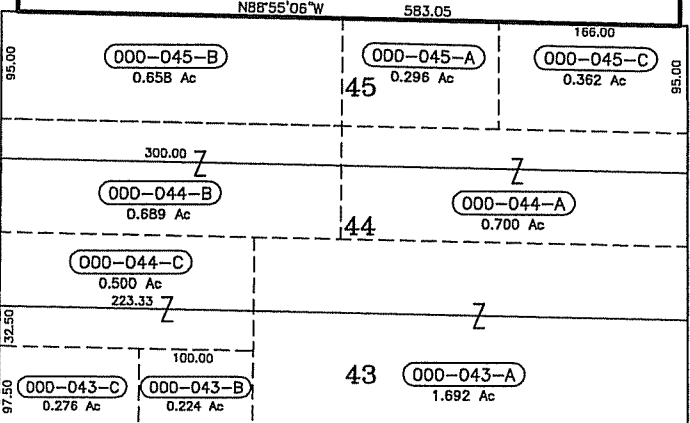


HIGHWAY 95



**Clark Add**

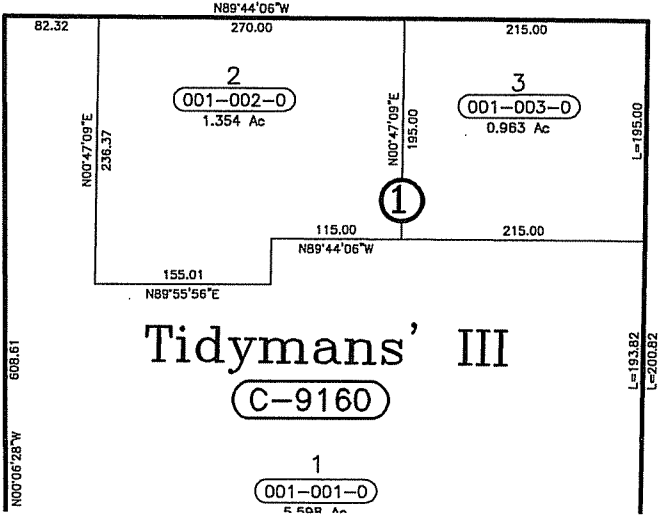
**(C-1668)**



Fruitland Add

NEIDER AVE


**(C-4050)**



**Tidymans' III**

**(C-9160)**

**CITY COUNCIL  
STAFF REPORT**

**DATE:** October 2, 2007  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** Riverstone Plaza, Amendment of Subdivision Improvement Agreement and Security,  
Acceptance of Installed Improvements, Maintenance/Warranty Agreement and Security.

---

**DECISION POINT**

Staff is requesting the following:

1. City Council approval of the amended Subdivision Improvement Agreement and security.
2. City Council acceptance of the improvements installed to date, approval of the Maintenance/Warranty Agreement and security.

**HISTORY**

- a. Applicant: Bryan Stone  
Riverstone West, LLC  
104 S. Division Street  
Spokane, WA 99202
- b. Location: Between Riverstone Drive and Seltice Way in the Riverstone development
- c. Previous Action:
  1. May 2007, Final plat approval by City Council.

**FINANCIAL ANALYSIS**

The developer is reducing the initial security that was installed with the original subdivision agreement (May '07, \$248,133.00) to \$114,390.00 which will guarantee the installation of the outstanding water line and appurtenances on Lot 2, and, providing \$8,816.00 as maintenance/warranty security for the improvements that have been installed in Riverstone Drive.

**PERFORMANCE ANALYSIS**

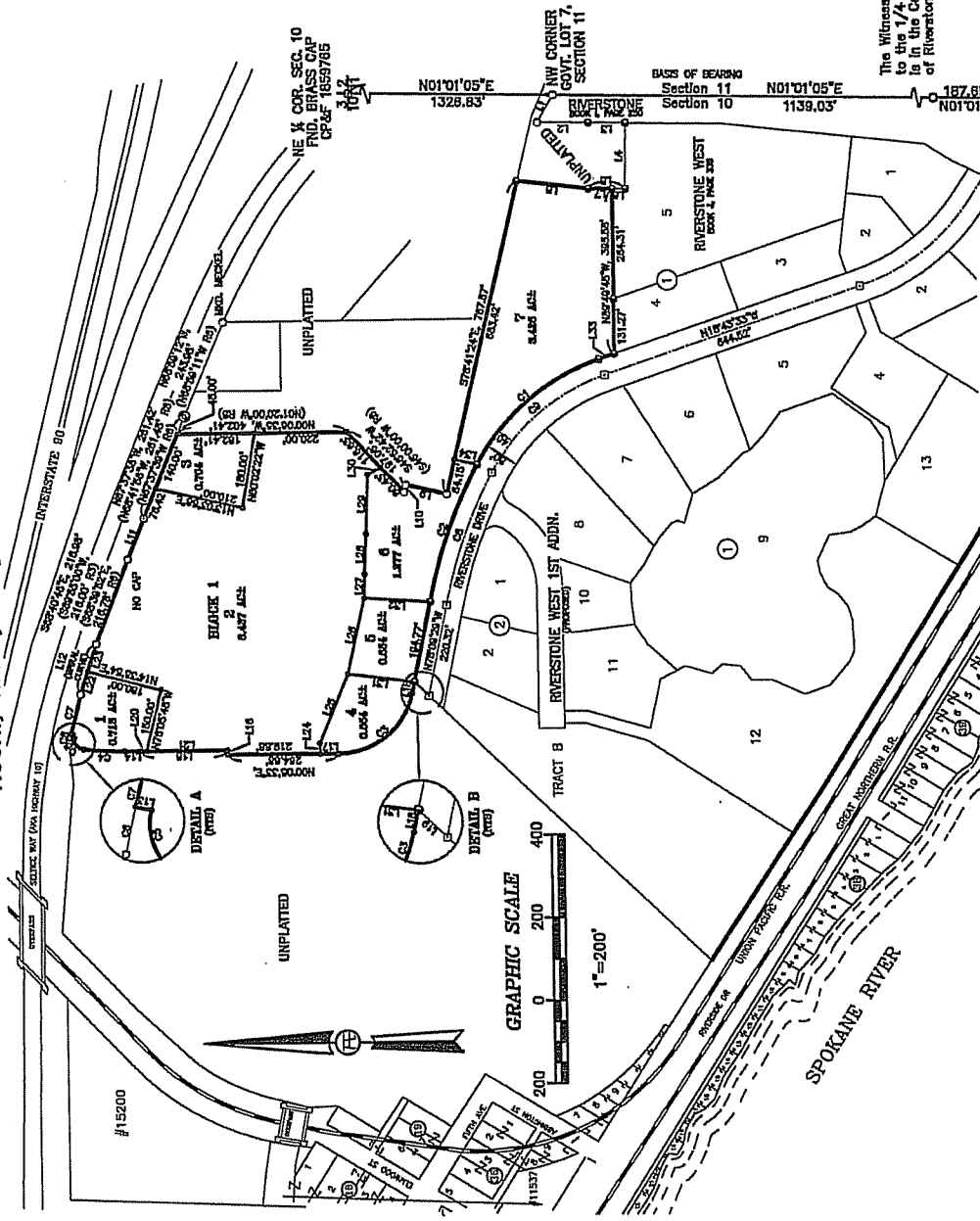
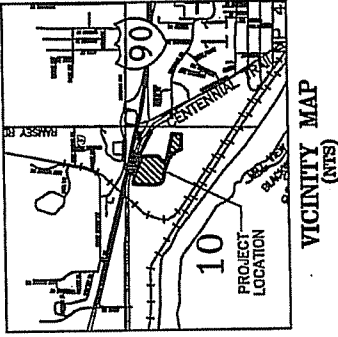
The developer has installed all of the required public improvements in the Riverstone Plaza development that have frontage on Riverstone Drive, and would like acceptance of that portion. The lots that have frontage on the Seltice Way portion have outstanding improvements that remain to be installed and the developer is amending their initial subdivision agreement to reflect that. The remainder of the improvements will be installed no later than September 1, 2009.

**DECISION POINT RECOMMENDATION**

1. Approve the amended Subdivision Improvement Agreement and security;
2. Accept the improvements installed to date, and, approve the Maintenance/Warranty Agreement and security.



**RIVERSTONE PLAZA**  
 A REPLAT OF LOT 6, BLOCK 1 OF RIVERSTONE WEST, LOTS 1 AND 2 OF  
 BOULEVARD ADDITION, AND A PORTION OF THE NORTHEAST QUARTER, SEC. 10,  
 T.50N., R.4W., B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



**LEGEND**

- ⊕ FND. ALUMINUM CAP
- ⊙ FND. BRASS CAP, 3-1/4 IN. DIAM.
- ⊙ FND. IRON PIPE, 1-1/2 IN. DIAM.
- FND. REBAR, 5/8 IN. DIAM., WITH A PLASTIC CAP MKD. PLS 8575, EXCEPT AS NOTED
- ⊙ FND. REBAR, 30 INS. LONG, 5/8 IN. DIAM., WITH A PLASTIC CAP MKD. PLS 4565, SET PRIOR SURVEY
- ⊙ FND. REBAR, 30 INS. LONG, 5/8 IN. DIAM., WITH A PLASTIC CAP MKD. PLS 4565, IN MONUMENT CASE, SET PRIOR SURVEY
- ⊙ SET REBAR, 30 INS. LONG, 5/8 IN. DIAM., WITH A PLASTIC CAP MKD. PLS 4565

**SURVEYS OF RECORDED & PRIOR SURVEYS**

- 1) RECORD OF SURVEY - BOOK 3, PAGE 323
- 2) RECORD OF SURVEY - BOOK 4, PAGE 212
- 3) PLAT OF BOULEVARD ADDITION - BOOK 1, PAGE 184
- 4) RECORD OF SURVEY - BOOK 16, PAGE 157
- 5) PLAT OF RIVERSTONE - BOOK 1, PAGE 250
- 6) RECORD OF SURVEY - BOOK 23, PAGE 46
- 7) ALTA/AGUA LAND TITLE SURVEY DATED JANUARY 27, 2005 BY ERNEST M. WARNER, PLS 4555
- 8) RECORD OF SURVEY - BOOK 23, PAGE 18
- 9) UNRECORDED SURVEY DATED FEBRUARY 5, 1855, BY ELMER E. SANVILLE, PE 733

**BASIS OF BEARING**

BASIS OF BEARING IS NORTH 01°05' EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 10, ACCORDING TO THE CITY OF COEUR D'ALENE STATE PLANE GRID MAP.

**NOTES**

1. ALL DISTANCES ARE IN U.S. FEET.

**CURVE TABLE**

| CURVE | LENGTH | RADIUS  | DELTA     | CHORD BEARING | CHORD DISTANCE |
|-------|--------|---------|-----------|---------------|----------------|
| C1    | 384.01 | 234.00  | 43°00'00" | N101°05'55"W  | 384.03         |
| C2    | 547.23 | 1154.00 | 17°14'24" | N107°02'45"W  | 543.92         |
| C3    | 248.53 | 150.00  | 78°15'04" | S53°01'55"E   | 277.07         |
| C4    | 68.83  | 250.00  | 8°50'32"  | S53°01'55"W   | 44.97          |
| C5    | 23.03  | 192.00  | 1°22'44"  | N172°52'20"W  | 23.06          |
| C6    | 67.83  | 192.00  | 3°24'44"  | N76°45'58"W   | 67.81          |
| C7    | 353.43 | 453.00  | 42°57'35" | N107°10'00"W  | 353.02         |
| C8    | 503.93 | 453.00  | 52°57'35" | N107°10'00"W  | 353.02         |

**LINE TABLE**

| LINE | LENGTH | BEARING      | LINE LENGTH | BEARING |
|------|--------|--------------|-------------|---------|
| L1   | 74.94  | N57°21'14"W  | 110         | 47.51   |
| L2   | 48.74  | S107°14'41"W | 110         | 47.51   |
| L3   | 500.00 | S00°00'00"W  | 110         | 47.51   |
| L4   | 150.00 | S00°00'00"W  | 110         | 47.51   |
| L5   | 68.10  | N01°02'14"E  | 110         | 47.51   |
| L6   | 55.36  | S01°07'41"W  | 110         | 47.51   |
| L7   | 57.84  | S01°07'41"W  | 110         | 47.51   |
| L8   | 100.00 | S13°15'55"W  | 110         | 47.51   |
| L9   | 174.60 | N10°11'24"W  | 110         | 47.51   |
| L10  | 105.78 | S77°49'24"E  | 110         | 47.51   |
| L11  | 160.00 | S77°49'24"E  | 110         | 47.51   |
| L12  | 125.00 | S77°49'24"E  | 110         | 47.51   |
| L13  | 37.35  | S00°00'00"W  | 110         | 47.51   |
| L14  | 200.00 | S00°00'00"W  | 110         | 47.51   |
| L15  | 10.00  | N02°52'27"W  | 110         | 47.51   |
| L16  | 44.51  | S00°00'00"W  | 110         | 47.51   |
| L17  | 44.51  | N10°16'32"W  | 110         | 47.51   |

**TATE ENGINEERING**  
 1103 N. 4TH STREET, COEUR D'ALENE, IDAHO, 83814  
 (208) 678-8708 FAX: (208) 687-2129

PROJECT NO.: 041804-P DATE: 11/01/08 SCALE: 1"= 200'  
 DRAWING: 041804-P CHECKED: EAW  
 DRAWN BY: DFS/SGW

PAGE 1 OF 2

## AGREEMENT TO PERFORM SUBDIVISION WORK

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

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

### **IT IS AGREED AS FOLLOWS:**

The Developer agrees to complete the following public improvements prior to the issuance of any building permits: waterline and appurtenances, and, fire hydrants as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 1<sup>st</sup> day of September, 2009. Said improvements are more particularly described on the subdivision improvement plans entitled "Riverstone Plaza Shopping Center", dated February 6, 2007, and completed by Carey Hagen, PE, #9722 of Tate Engineering, on file in the City Engineer's office and incorporated herein by reference.

The Developer, shall deliver to the City, a Letter of Credit or other form of security that is acceptable to the City Attorney, in the amount of One Hundred Fourteen Thousand Three Hundred Ninety and No/100 Dollars (**\$114,390.00**) securing the obligation of the Developer to complete the subdivision improvements referred to herein. The term of the security shall extend at least one year beyond the time within which the improvements are to be completed as provided herein, and a copy of such security is marked Exhibit "A" attached hereto and by reference made a part hereof. The security shall provide that upon failure of the Developer to complete the improvements within the time herein provided, the City may demand the funds represented by the security and use the proceeds thereof to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any and all costs that exceed the posted security for the public improvements noted herein.

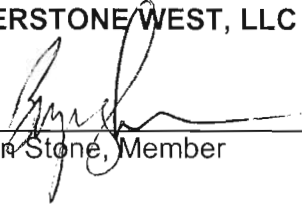
The Parties further agree that the City has utilized substantial staff time to prepare the agreement that will benefit the Developer's. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be in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

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

**CITY OF COEUR D'ALENE**

**RIVERSTONE WEST, LLC**

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

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

ATTEST:

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

Gary Van Assen  
Senior Vice President & Regional Manager

September 21, 2007

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

Re: Riverstone West, LLC – “Set-aside Revision”  
(Riverstone Plaza)

**In response to the notice transmitted via e-mail on September 18, 2007, Washington Trust Bank does hereby release \$133,743.00 of the \$248,133.00 Set-aside that originated March 27, 2007. This release effectively reduces the amount of the Set-Aside to \$114,390.00**

We hereby authorize the City Engineering Department of the City of Coeur d'Alene, Idaho (Beneficiary) to draw on Washington Trust Bank for the account of Riverstone West, LLC, a Washington Limited Liability Company, whose address is 104 South Division Street, Spokane, Washington 99202-1562. **Said draw shall not exceed United States funds in the amount of One Hundred Fourteen Thousand Three Hundred Ninety and No/100 Dollars (U.S.\$114,390.00). This sum has been set-aside in Account #230857-11682** and made available upon receipt of your letter on the City of Coeur d'Alene's letterhead and accompanied by the following documents:

- 1) Beneficiary's signed statement certifying that Riverstone West, LLC has failed to comply with the terms and conditions of the Agreement to Perform Subdivision Work dated **October 2, 2007**, between Riverstone West, LLC and the City of Coeur d'Alene, and that the drawn amount represents monies due to the City of Coeur d'Alene.
- 2) Partial draws are permitted.

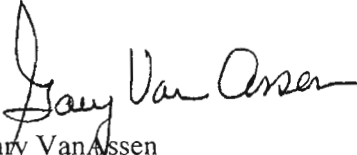
Requests for draws under this set-aside should be in writing outlining the specific terms and conditions that Riverstone West, LLC has failed to comply with and the dollar amount to be drawn. Request should be addressed to:

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

Upon release of the above existing set-aside, the terms of the new set-aside shall be duly honored on due presentation to Washington Trust Bank for the full term of the Agreement to Perform Subdivision Work dated October 2, 2007. A complete copy of this Agreement will be provided to the Bank upon final approval by the City of Coeur d'Alene.

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

Sincerely,



Gary Van Assen  
Senior Vice President and Regional Manager  
Income Property Department

cc: Riverstone West, LLC

Accepted by:

The City of Coeur d'Alene

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

Name and Title

\_\_\_\_\_

Date

## AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

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

WHEREAS, the City has previously approved the final subdivision plat of the Riverstone Plaza, a commercial development in Coeur d'Alene consisting of seven (7) lots, situated in a portion of the Northeast ¼ of Section 10, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho; and

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

### IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the portion of public improvements as shown on the "plans entitled "Riverstone Plaza Shopping Center", dated February 6, 2007, signed and stamped by Carey E. Hagen, PE # 9722, Tate Engineering, Inc., and, that portion shown on the "as-built" plans entitled "Riverstone - Record Drawings for Riverstone West 1<sup>st</sup> Addition Plat - Riverstone Drive/John Loop/Tilford Lane – Phase 2", signed and stamped by Carey E. Hagen, PE # 9722, Tate Engineering, Inc., and, dated May 3, 2007, including but not limited to: concrete sidewalk, concrete curb & gutter, asphalt paving, drainage swales (grassed infiltration areas) & appurtenances, street lighting & appurtenances, pavement striping, street sign installation, curb drop aprons and centerline monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Eight Thousand Nine Hundred Sixteen and 00/100 Dollars (\$8,916.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 2<sup>nd</sup> day of October 2008. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

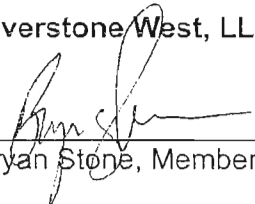
agreement. The Parties further agree that such fee should be in the amount of Twenty Five and No/100 Dollars (\$25.00).

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

**City of Coeur d'Alene**

**Riverstone West, LLC**

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

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

ATTEST

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

Gary Van Assen  
Senior Vice President & Regional Manager

September 21, 2007

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

Re: Riverstone West, LLC – "Set-aside"  
(Riverstone Plaza)

We hereby authorize the City Engineering Department of the City of Coeur d'Alene, Idaho (Beneficiary) to draw on Washington Trust Bank for the account of Riverstone West, LLC, a Washington Limited Liability Company, whose address is 104 South Division Street, Spokane, Washington 99202-1562. Said draw shall not exceed United States funds in the amount of Eight Thousand Nine Hundred Sixteen and No/100 Dollars (U.S.\$8,916.00). This sum has been set-aside in Account #230857-11682 and made available upon receipt of your letter on the City of Coeur d'Alene's letterhead and accompanied by the following documents:

- 1) Beneficiary's signed statement certifying that Riverstone West, LLC has failed to comply with the terms and conditions of the Agreement for Maintenance/Warranty of Subdivision Work dated October 2, 2007, between Riverstone West, LLC and the City of Coeur d'Alene, and that the drawn amount represents monies due to the City of Coeur d'Alene.
- 2) Partial draws are permitted.
- 3) **Please be advised that this Set-aside expires concurrent with the expiration date referenced in the above mentioned Agreement; specifically October 2, 2008**

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

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

Upon release of the above existing set-aside, the terms of the new set-aside shall be duly honored on due presentation to Washington Trust Bank for the full term of the Agreement for Maintenance/Warranty of Subdivision Work dated October 2, 2007. A complete copy of this Agreement will be provided to the Bank upon final approval by the City of Coeur d'Alene.



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

Sincerely,

Gary VanAssen  
Senior Vice President and Regional Manager  
Income Property Department

cc: Riverstone West, LLC

Accepted by:

The City of Coeur d'Alene

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

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

\_\_\_\_\_  
Date

## CITY COUNCIL

DATE October 2, 2007

FROM: Susan Weathers, Municipal Services Director/City Clerk

SUBJECT: Destruction/Transfer of City Records

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### **DECISION POINT:**

Would the City Council approve the destruction/transfer of records as requested by the Police Department, Planning Department and the Municipal Services Department?

### **HISTORY:**

In order to optimize the space for storage of records, requests for destruction/transfer of records is processed. At this time there are three departments requesting transfer of the following records:

- Police: Crime Reports from January 1997 to December 1997
- Planning Department: The Planning Commission records from 2006 (records have been scanned into the City system).
- Municipal Services: Election Records from 1994 to 2003 including the Poll Books from 2005. Resolutions from 1987 to 1997 (records have been scanned into the City system).

Additionally the Police Department is requesting authorization for the destruction of the following records:

- Juvenile Crime reports from January 1997 to September 1997; Requests for Copies of Records from April 2005 to September 200; Abandoned Vehicles not picked up reports from January 2005 to September 2005; Abandoned Vehicles picked up reports from June 2004 to September 2005

### **FINANCIAL ANALYSIS:**

There is not direct cost for transferring these records to the State Archives as the State Archives will pick them up at no cost to the City.

### **PERFORMANCE ANALYSIS:**

Storage space is always in demand and the destruction/transfer of outdated records frees some of that space for new records.

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

Council adoption of the resolution authorizing the destruction/transfer of records as presented.




**MEMORANDUM**

DATE: SEPTEMBER 26, 2007  
TO: MAYOR BLOEM AND THE CITY COUNCIL  
FROM: RENATA MCLEOD, PROJECT COORDINATOR  
RE: REQUEST FOR PUBLIC HEARING

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I am requesting the City Council set a public hearing for the Council meeting set on December 4, 2007 to hear public testimony regarding a grant application for an Idaho Community Development Block Grant. The grant proposal will include public facility enhancements to Ramsey Road and Golf Course Road, in conjunction with the Kroc Center Facility and will include a scope of work, budget, schedule, and benefits of the project.

**CITY COUNCIL  
STAFF REPORT**

**DATE:** October 2, 2007  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** Village II Condominiums 3<sup>rd</sup> Addition, Final Plat Approval

---

**DECISION POINT**

Staff is requesting the following:

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

**HISTORY**

- a. Applicant: Roy Marshall and Dean Duelke  
3777 Stevens Place  
Coeur d'Alene, ID 83815
- b. Location: Steven Place in the Village development.

**FINANCIAL ANALYSIS**

There are no financial agreements necessary for this development.

**PERFORMANCE ANALYSIS**

All of the site development issues were previously addressed with the underlying subdivision (The Village II Condominiums). Approval of the final plat document will allow for the sale of the individual condo units.

**DECISION POINT RECOMMENDATION**

1. Approve the final plat document.

# VILLAGE II CONDOMINIUMS 3RD ADDITION

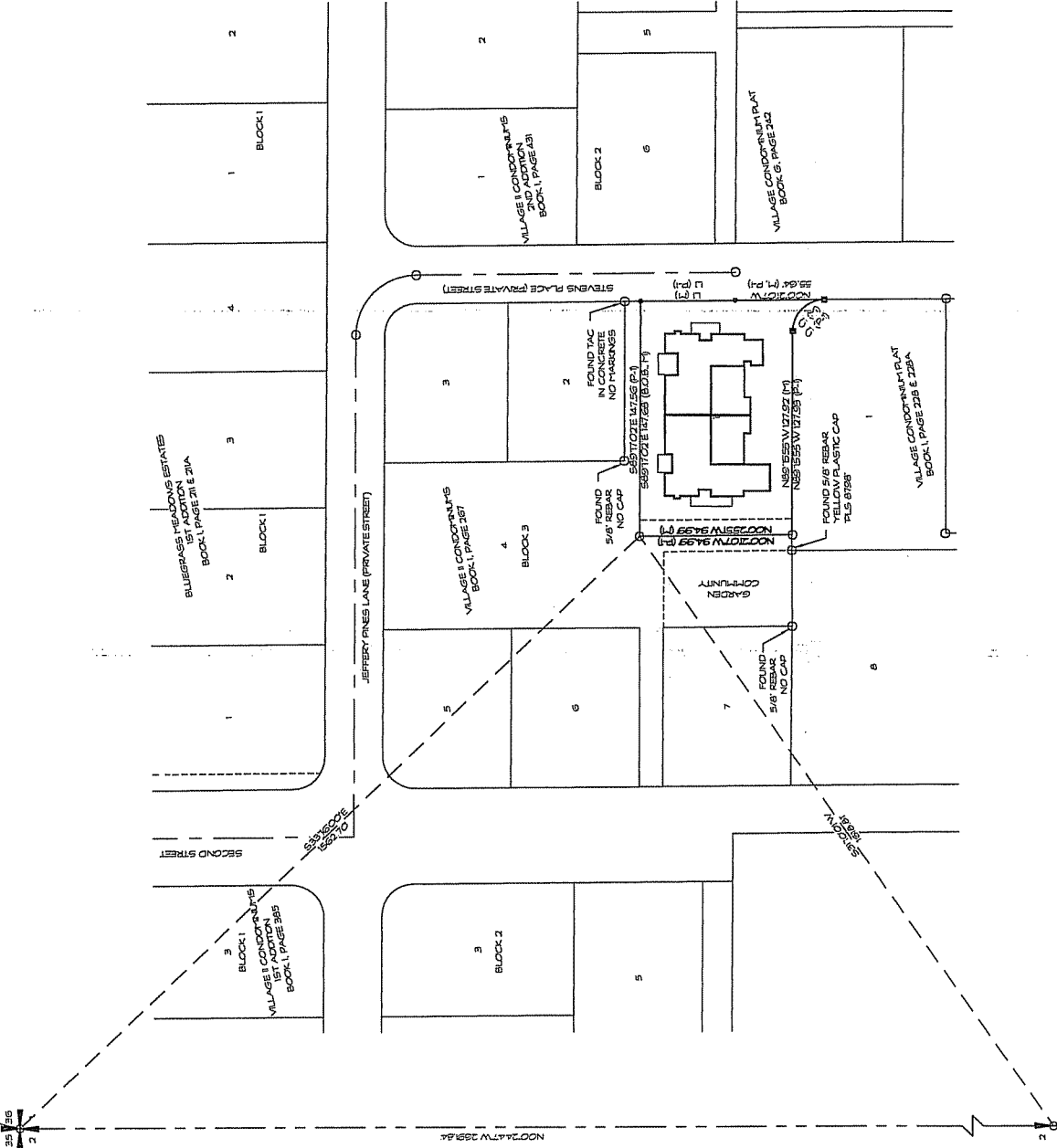
A REPLAT OF LOT 1, BLOCK 3, OF THE VILLAGE II CONDOMINIUMS  
SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.

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



SCALE: 1" = 50'

NORTHWEST CORNER SECTION 1  
2" ALUMINUM CAP  
CERAMIC TILE  
(N 2206823.438)  
(E 2595466.293)



LEGEND

- FOUND 5/8" REBAR WITH PLASTIC CAP MARKED T15 4827, UNLESS NOTED OTHERWISE
- FOUND TACK AND TIES IN CONCRETE MARKED T15 4827
- SET 5/8" X 30" REBAR WITH PLASTIC CAP MARKED T15 5957
- △ CALCULATED POSITION, NOTHING SET

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

| CURVE TABLE  |        |        |           |
|--------------|--------|--------|-----------|
| CURVE LENGTH | RADIUS | DELTA  | CHORD     |
| CL(1) 3162   | 2000   | 89.559 | 1244.817V |
| CL(2) 3162   | 2000   | 89.559 | 1244.817V |
| CL(3) 3162   | 2000   | 89.559 | 1244.817V |

| LINE TABLE |             |
|------------|-------------|
| LINE       | BEARING     |
| L(1) 59.02 | N00°20'33"W |
| L(2) 59.02 | N00°20'33"W |
| L(3) 59.02 | N00°20'33"W |

REFERENCE MAPS

(P-1) PLAT OF VILLAGE I CONDOMINIUMS PREPARED BY LAKE CITY ENGINEERING, INC. OF COEUR D'ALENE, IDAHO, PAGES 281, 282, 283, RECORDS OF KOOTENAI COUNTY, IDAHO.

(P-2) PLAT OF VILLAGE I CONDOMINIUMS 2ND ADDITION PREPARED BY LAKE CITY ENGINEERING, INC. OF COEUR D'ALENE, IDAHO, PAGES 281, 282, 283, RECORDS OF KOOTENAI COUNTY, IDAHO.

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS PLAT IS THE NORTH LINE OF LOT 1, BLOCK 3 OF THE VILLAGE II CONDOMINIUMS, SHOWN HEREON AND ON (P-1) AS SOUTH 89°20'Z EAST.

DESIGNED BY: AJD/LCO  
DRAWN BY: LJO  
SCALE: 1"=50'  
DATE: 6-16-07  
JOB NO. MASHALLI



LAKE CITY ENGINEERING  
3221 N. HARTER RD  
COEUR D'ALENE  
IDAHO 83814  
TEL: 208.676.0250  
FAX: 208.676.0250

1  
3

# ANNOUNCEMENTS

# Memo to Council

DATE: September 25, 2007

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the October 2nd Council Meeting:

OFFICER JON SPRANGET

Child Care Commission

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

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Susan Weathers, Municipal Services Director  
Kathy Lewis, Child Care Commission Liaison



OTHER COMMITTEE MINUTES  
(Requiring Council Action)

**GENERAL SERVICES COMMITTEE  
MINUTES**

Monday September 24, 2007  
4:00 p.m., Council Chambers

**COMMITTEE MEMBERS PRESENT**

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

**CITIZENS PRESENT**

Larry Holstein, Cd'A Resort  
Rich Vaughan, Entertainment Fireworks  
Guy Guillet  
Cari D. Elmore  
Ruth Pratt, Library Foundation

**STAFF PRESENT**

Glenn Lauper, Deputy Fire Chief  
Jon Ingalls, Deputy City Administrator  
Doug Eastwood, Parks Director  
Pam MacDonald, Human Resources Director  
Warren Wilson, Deputy City Attorney  
Judy House, Claims/Code Enforcement/Risk Manager

**Item 1. Citizen Request / Limiting Number of Fireworks Display.  
(Information Only)**

Glenn Lauper, Deputy Fire Chief, stated that the City received a letter of concern from a resident who represents himself and other neighbors who are concerned with the noise level and frequency of commercial fireworks displays over the lake originating from the Coeur d' Alene Resort Golf Course. Mr. Lauper then noted that after staff requested this matter be discussed before the General Services Committee, they learned that the fireworks are not launched from city limits, therefore out of City jurisdiction.

Guy Guillett, representing himself and his neighbors, noted that the noise disturbs their quality of life as well as their pets. Mr. Guillett said they are not asking to prohibit fireworks, only limit the frequency of the firework displays. Discussion ensued regarding the frequency with Mr. Holstein and Mr. Vaughan. It was determined that the frequency of displays was unusually high this summer. Mr. Guillett asked Mr. Holstein and Mr. Vaughan that in the future if they would pay close attention to the frequency of firework displays.

Lastly, Councilman Goodlander noted that Mr. Guillett would need to contact the County for any future complaint regarding the firework displays.

**INFORMATION ONLY**

**Item 2. Memorandum of Understanding / Idaho Department of Lands.  
(Consent Resolution No. 07-061)**

Glenn Lauper is asking the Council for approval to enter into a Memorandum of Understanding with the Idaho Department of Lands (IDL) to allow the Fire Department to review and lend comment to all permits for docks on waters within the Coeur d' Alene City limits and waters that abut City property. Mr. Lauper noted that with the number of residential and commercial dock additions the Fire Department (FD) is faced with two issues. First, if a dock or marina is not in water annexed by the City there is no clear definition of who is responsible for Fire Protection. Under State statute it is the responsibility of IDL, however they do not provide fire suppression for any type of structure, including docks and marinas. This was causing a great deal of confusion for City crews and especially the dispatch center. Second, now that the FD may be responding to these areas they want

to have input on safety requirements. In conclusion, Mr. Lauper commented that with the MOU they have the ability to lend comment during the permit process.

**MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 07-061 approving the Memorandum of Understanding with IDL to allow the Fire Department to review and lend comment to all permits for docks on waters within the Coeur d' Alene city limits and water that abut City property.**

**Item 3. Presentation / Mudgy & Millie Artwork.  
(Agenda Item)**

Ruth Pratt and Doug Eastwood gave a presentation regarding a proposal for a children's public art project based on a book written by Susan Nipp and Illustrated by Charles Reasoner. Ruth stated that the project is a new idea that would create a walking tour for kids, families and groups to follow a story line about a moose and a mouse, Mudgie & Millie, as the two characters play a game of hide-and-seek through the parks and downtown. Ruth reported that Terry Lee is the artist that would create the proposed 5 bronze sculptures. Ruth gave an estimate of the project costs as follows:

- Full color, 32 page, picture book           \$25,000
- Illustrator visits (2) to CdA                 \$ 2,670
- Sculptures, 5 each                             \$60,062
- Artist                                             \$25,000
- **Total**                                     **\$112,732**
- The CdA Arts Commission is contributing \$25,000 for the installation of the sculptures.
- All other costs will be solicited through private donations.

Doug went on to describe the walking tour route as well as the 5 site points for the bronze sculptures. Point 5 is where Mudgie finds Millie at the end of their journey. Doug noted that the story line also provides a great opportunity to be actively aware of the surrounding environment since this is a walking story. Doug declared that it is the goal of the Parks Department to get kids and adults away from the computer, away from the TV and into the outdoors. Doug stated that they are hopeful that funding will be in place and installation of the bronze sculptures can begin in the Spring of 2008.

**MOTION: THE COMMITTEE is recommending that the City Council authorize the installation of the story book art work, moose and mouse, at the five locations in the waterfront / downtown corridor.**

**Item 4. Benefit Plan Changes and Renewal Rates / Multiple Programs.  
(Consent Resolution No. 07-061)**

Pam MacDonald, Human Resources Director, is requesting approval of the benefit plan changes and renewal rates effective October 1, 2007. The benefit plan contracts will include Blue Cross of Idaho, Group Health Options, Willamette Dental, United Heritage Long-term Disability, as well as the Magnuson, McHugh & Company Flexible Spending Account. Pam indicated that the changed recommended by the Medical Insurance Review Committee are as follows:

- Blue Cross Dental 's administration fee increase is 2.71% with services remaining the same as in previous years, City paid as per contract.
- Willamette Dental increase is 7%, City paid as per contract.

- The initial increase for the Blue Cross of Idaho PPO with the current benefit coverage was 23%. With the Committee's recommendations the increase will be 12% (7.5% City Paid) as a result of the following changes:
  - \*Deductible change to \$1500 Individual (Currently \$750) and \$3000 Family (Currently \$1500).
  - \*Percentage paid after deductible changes for all other benefit coverage are per Exhibit A attached.
- Employees who select the Blue Cross Medical Plan continue to have City contributed dollars added to their VEBA account based on Exhibit B attached.
- Group Health Options insurance rate increase is 3.4%, entirely paid by the City, with the benefit coverage remaining the same as in the previous year.
- The United Heritage long-term disability premium cost and benefit coverage will remain the same until February 2008.
- The City's Flexible Spending Account with Magnuson, McHugh & Company, P.A. renewal is based on the City's Fiscal year and benefit coverage remains the same as in the previous year.

**MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 07-061 approving the benefit plan changes and renewal rates as presented by staff.**

**Item 5. Proposed Regulations / Animal Control.  
(Information Only)**

Warren Wilson, Deputy City Attorney, reported that earlier this year, the Council was approached by a citizen requesting that the City ban pit bulls. Staff was asked to research options for addressing dangerous dogs including a potential ban of pit bulls and/or other breeds based on insurance lists. Staff has spent considerable time researching this issue including ordinances adopted in other jurisdictions, model ordinances, case law and literature relating to canine aggressiveness and breed traits. Staff has also requested input from our professional staff and volunteers who work in animal control or sit on the dangerous dog appeal board. Finally, staff met with a representative of the Best Friends Animal Society, which is a national organization aimed at protecting animals, and received a tremendous amount of public input from the local area and from around the country. Staff has identified three broad options for moving forward. First, adopt breed specific ordinances that either directly or indirectly place restrictions on dogs and their owners based on the dogs breed. Second, adopt a form of a "multiple classification" ordinance that will allow the City greater flexibility in dealing with problem dogs based on the risk created by the dog. Finally, keep the existing ordinance structure with housekeeping amendments intended to streamline the process and clarify the intent of the ordinance. Lastly, Mr. Wilson noted that staff is looking for Council direction on which option to pursue.

Mr. Wilson went into greater detail regarding the three options described. The consensus of the Committee is not to pursue a breed specific ban but adopt a multiple classification ordinance that will allow the City to more carefully tailor the restrictions placed on a dog and its owner to the level of risk created by the dog and one that places more emphasis on being a responsible dog owner.

Councilman Edinger requested Mr. Wilson make this presentation at the October 8<sup>th</sup> Public Works Committee meeting.

**THE COMMITTEE DIRECTED STAFF to prepare an amendment to the City Code to adopt a "multiple classification" system for dangerous dogs and clarify other portions of the animal control code.**

**PUBLIC COMMENT:**

Cari D. Elmore, stated that she requested the City Council, at their March 21<sup>st</sup> meeting, to ban pit bulls within the city limits because her cat had been mauled and killed by two pit bulls on March 5<sup>th</sup>. She now realizes that a ban is not the answer. Instead, Ms. Elmore believes that Felony charges should be brought against irresponsible pet owners. Ms. Elmore also stated that she will be contacting her State Legislators to ask for stricter laws regarding dangerous dogs.

The meeting adjourned at 5:00 p.m.

Respectfully submitted,

Juanita Van Cleave  
Recording Secretary

**STAFF REPORT  
GENERAL SERVICES COMMITTEE**

**September 24, 2007**

**From: Doug Eastwood, Parks Director**

**SUBJECT: Story Book Art Work**

**DECISION POINT:** Recommend to the City Council to authorize installation of story book art work, moose and mouse, at five locations in the waterfront/downtown corridor.

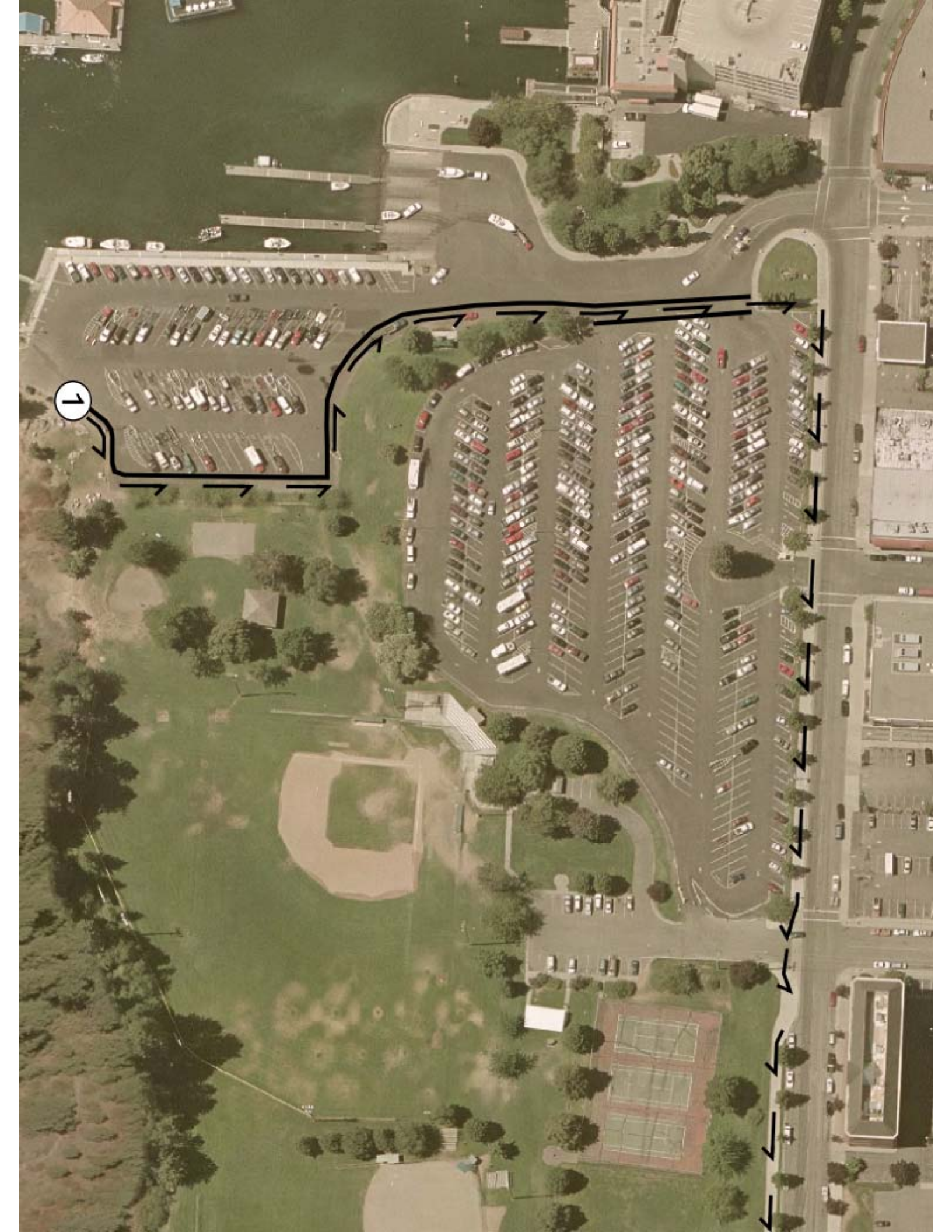
**HISTORY:** This is a new idea that would create a walking tour for kids, families and groups to follow a story line about a moose and a mouse, Mudgie & Millie, as the two characters play a game of hide-and-seek through the parks and downtown.

**FINANCIAL ANALYSIS:** The cost of producing the art work and publishing the story book will come from private donations. The cost of installing the art work and maintaining the art work will be paid for by the CDA Arts Commission.

**PERFORMANCE ANALYSIS:** This story line is designed to engage children in the hide-and-seek journey of Mudgie and Millie. It also provided a great opportunity to follow the story and be actively aware of the surrounding environment since this is a walking story. Getting kids and adults away from the computer, away from the TV and into the outdoors is a goal of the department; this proposal assists with that goal.

Mudgie and Millie begin their adventure at Corbin Point on Tubbs Hill and engage the public for the first stage of the journey at the Third Street Entrance to Tubbs Hill. As they leave that area, we should consider a marked pathway from stage one to the Centennial Trail on Front Street. From that point the journey will go to the new library where Mudgie and Millie will be just outside the children's section of the library or stage 2. Next they will back track to Front and 6<sup>th</sup> Street and head to Sherman Avenue where they will go to Sherman and Third Street for stage 3. They will then head south and go onto and around the Resort Boardwalk Marina, past Independence Point, into the City Park near Fort Sherman Playground (at this point we might lose some of the kids) for stage 4. They will leave that area and travel along the seawall to the southwest corner of Independence Point for stage 5 and this is where Mudgie finds Millie at the end of their journey.

**DECISION POINT:** Recommend to City Council to adopt the locations for the art work as identified on the route maps.

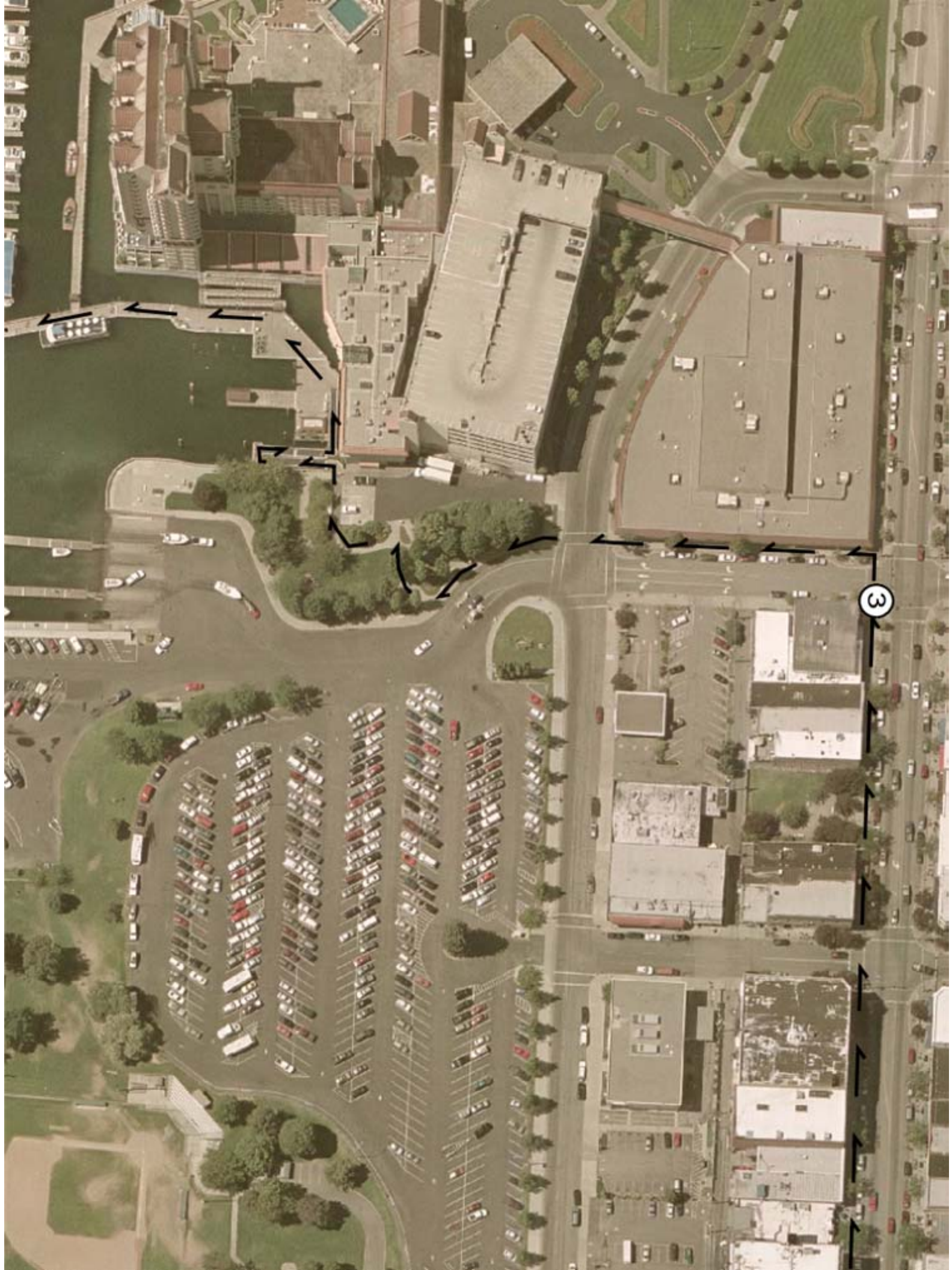


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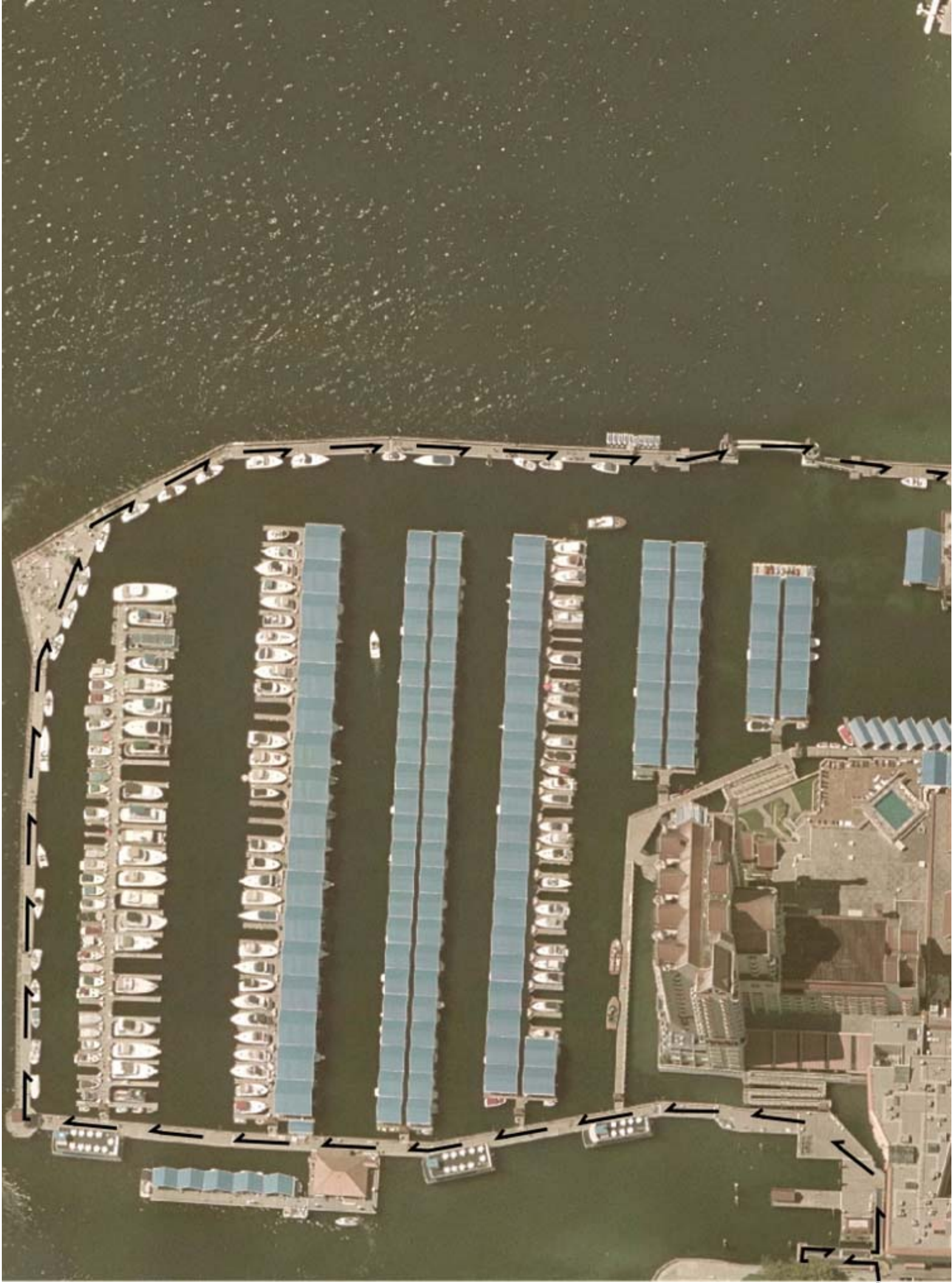




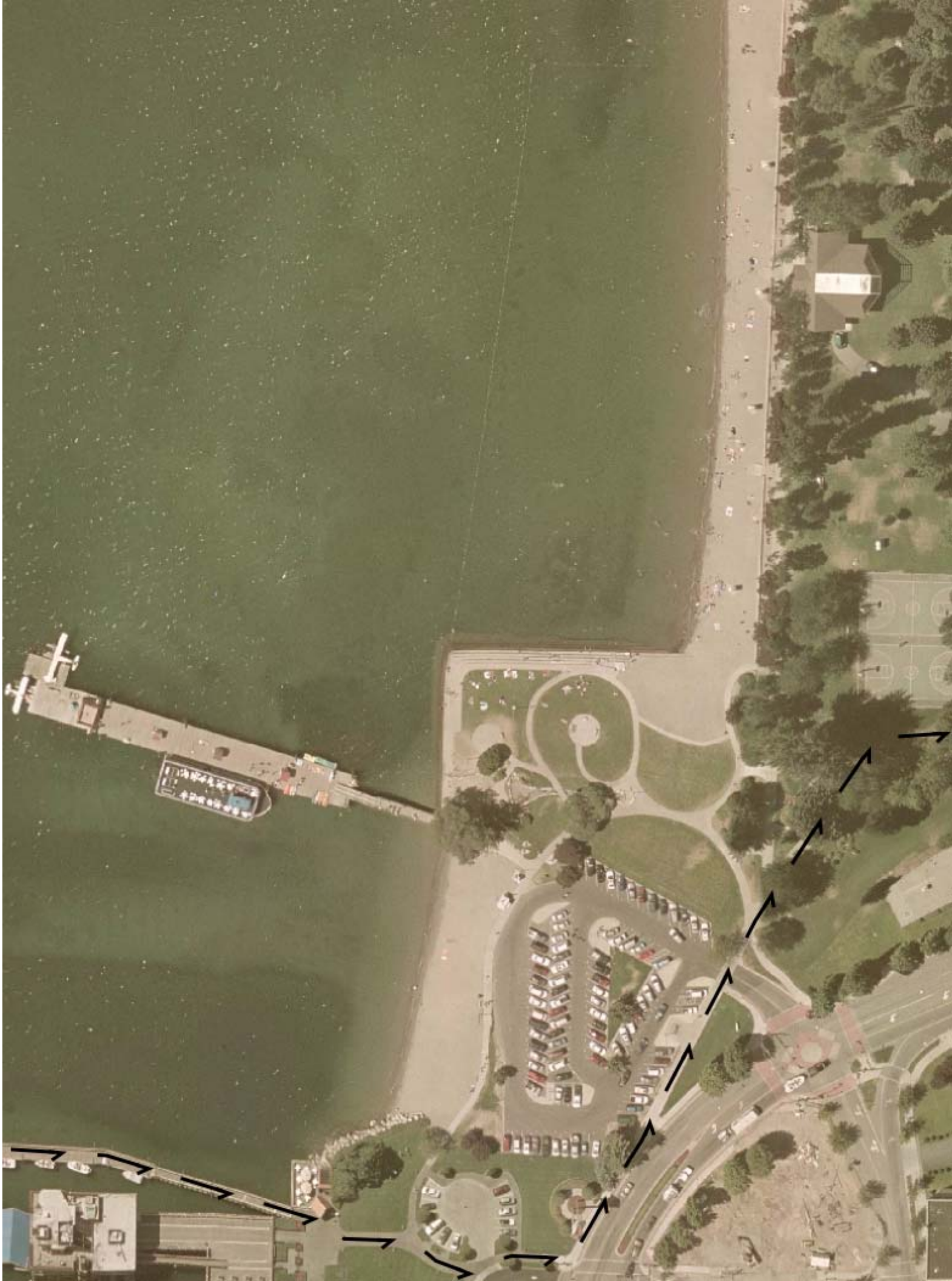




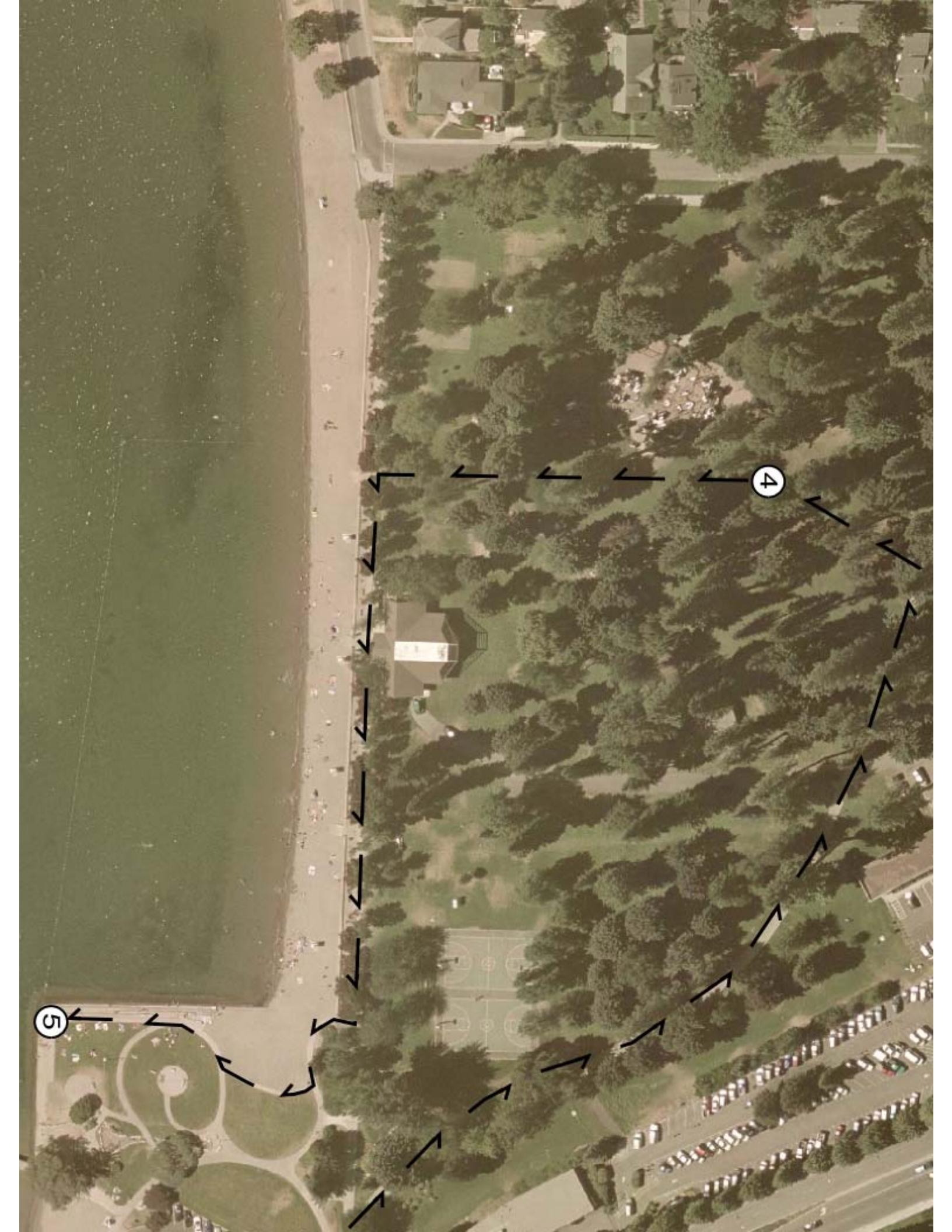












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**September 24, 2007**  
**PUBLIC WORKS COMMITTEE**  
**MINUTES**

**COMMITTEE MEMBERS PRESENT**

Council Member Mike Kennedy  
Council Member Woody McEvers  
Council Member Dixie Reid

**CITIZENS PRESENT**

Bill Zales, Item #1  
Warren Ducote, Item #1  
Mel Hennig, Item #1  
Mike Curtis, Item #1  
Doug Busko, Item #1  
Nancy Mabile, Item #2

**STAFF PRESENT**

Gordon Dobler, Engineering Svcs Dir.  
Renata McLeod, Project Coordinator  
Amy Ferguson, Committee Liaison  
Dick Suchocki, Project Manager  
Mike Gridley, City Attorney

**Item 1           Evergreen Drive Traffic Concerns**  
**For Information Only**

Mel Hennig, 3604 Evergreen Drive, discussed his concerns regarding traffic on Evergreen Drive and possible options for mitigating the problem. He explained that Evergreen Drive has 26 houses on it and is about ¼ mile long. It is located between Atlas and Fairway Drive and as time has gone on there is more and more traffic on the street. Speeding is also a big problem. In 1983 some residents of Evergreen Drive came to the city regarding their concerns but nothing was done. In the current instance, an initial letter was written to the council and Mr. Dobler a couple of months ago. Mr. Hennig distributed a handout which discussed possible options to reduce traffic problems, including making Evergreen Drive into a cul-de-sac, installing a round-about, installing speed humps, and creating a new connecting street.

Councilman Reid suggested that the homeowners get the time of day and license numbers of the speeding vehicles and that she was certain that the new Police Chief would do what he could. She did remind Mr. Hennig that there are times, however, when the officers are called someplace else.

Mike Curtis, 3661 Evergreen Drive, commented that over the years 37 vehicles have be run into, and three vehicles were his. He is concerned about the safety of young children in the neighborhood.

Bill Zales, 3677 Evergreen Drive, stated that there are some new kids that just moved into the neighborhood and he is concerned about safety. There is no sidewalk on Evergreen Drive.

Warren Ducote, 3667 Evergreen Drive, stated that he has lived there for 23 years. He discussed a few incidents including a landscape rock being hit and mailboxes being knocked over, and a car high-sided on a snow bank.

Mr. Hennig stated that there are two main problems – traffic volume and speeders. People living to the west in the duplexes use Evergreen Drive instead of using Seltice and Kathleen. The majority of the volume is from 6:30 a.m. to 8:00 a.m. and from 3:00 p.m. to 6:00 p.m. Mel – two problems – traffic volume and speeders. People to the west in the duplexes use their street instead of using Seltice and Kathleen.

Councilman Reid asked for Mr. Dobler's comments. Mr. Dobler responded that the city receives a lot of requests regarding speeding and traffic volume. The Engineering Department's typical response is to proceed with information gathering. At this time they have a counter out there and are collecting on two or three different streets. They will also check on accident reports filed and look into feasibilities. The bottom line is a funding issue. They will strategize with the neighborhood about what can be done. Mr. Dobler requested a couple of months to collect information and bring it back. Councilman Reid instructed Mr. Dobler to bring back a report to the 2<sup>nd</sup> Public Works Committee Meeting in November and asked him to include in his report things that the city could do for the Evergreen Drive neighborhood and possibly for others. She further stated that she would like to see a good public relations campaign get going, along with a set of standards developed that would help the neighborhoods out. She further asked Mr. Dobler to work with Chief Longo regarding traffic emphasis on Evergreen Drive right away.

**MOTION: NO MOTION. For Information Only.**

**Item 2      PAC Agreement for Grant Administrative Services  
Consent Calendar**

Renata McLeod, Project Coordinator, presented a request for approval of a Professional Services Agreement with Panhandle Area Council for granting writing and administration services for the Ramsey and Golf Course Road signalization project. Ms. McLeod explained that the City of Coeur d'Alene is eligible for Idaho Community Development Block Grant (ICDBG) funds through the end of this calendar year since the City is seeking direct funding of CDBG funds from the federal government as of January 1, 2008. The city has an opportunity to seek funding for a traffic signal project at Ramsey and Golf Course Road, and the City Engineer is in support of the project. The grant would need an administrator, and the services would be provided by the Panhandle Area Council. Staff estimates the grant request to be less than \$250,000, with an amount not to exceed 10% being paid to Panhandle Area Council for grant administration. If no grant is received, then no monies will be paid to Panhandle Area Council.

**MOTION: RECOMMEND Council approval of Resolution No. 07-061 authorizing the City of Coeur d'Alene to enter into an agreement with Panhandle Area Council for grant writing and administration services for the Ramsey and Golf Course Road signalization project.**

**Item 3      Approval of State and Local Agreement with ITD for Safe Routes to Schools**

Dick Suchocki, Project Manager, presented a request for approval of the State/Local Agreement with the Idaho Transportation Department for the Safe Routes to Schools program. Mr. Suchocki explained that the city received a \$100,000 grant to install sidewalks and ped ramps along 15<sup>th</sup> Street from Lakes Middle School to Cherry Hill Park. Before the funds can be obligated, the city must enter into a state/local agreement with the Idaho Transportation Department which outlines what the state is responsible for, and what the city is responsible for. There are no funds required for the agreement, and no right of way purchases are required.

**MOTION: RECOMMEND Council approval of Resolution No. 07-062 authorizing the City of Coeur d'Alene to enter into an agreement with the Idaho Transportation Department for the Safe Routes to Schools program.**

**Item 4            Approval of Agreement with PAC for Administrative Services Safe Routes to Schools**  
**Consent Calendar**

Dick Suchocki, Project Manager, presented a request for approval of an agreement with Panhandle Area Council for professional services associated with the Safe Routes to Schools project. Mr. Suchocki stated that since the Sidewalks to School program is a federally funded program, one of the requirements is to certify the payroll of the contractor as well as insure that the contractor complies with all civil rights regulations. Panhandle Area Council will be able to provide these services at a cost of \$3,500.00. The funds will be reimbursed through the Safe Routes to Schools program.

**MOTION:        RECOMMEND Council approval of Resolution No. 07-061 authorizing the City of Coeur d’Alene to enter into an agreement with Panhandle Area Council for professional services associated with the Safe Routes to Schools project.**

The meeting adjourned at 4:54 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison

# CITY COUNCIL STAFF REPORT

**DATE:** September 24, 2007  
**INITIATED BY:** Richard Suchocki, Project Manager   
**SUBJECT:** Approval of State/Local Agreement Sidewalks to School

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## DECISION POINT

Staff is requesting approval of the State/Local Agreement for the sidewalks to school program.

## HISTORY

The City submitted an application and received a \$100,000 grant to install sidewalks and ped ramps along 15<sup>th</sup> Street from Lakes Middle School to Cherry Hill Park. Before the funds can be obligated, the city must enter into a state/local agreement.

## FINANCIAL ANALYSIS

There are no funds needed for the agreement. However, staff anticipates a be design cost of approximately \$6750.00 that is not covered under the grant. The design costs will be funded through engineering's professional services line item.

## PERFORMANCE ANALYSIS

The Sidewalks to School program is a new federal funding source to install sidewalks and to encourage children to walk to school instead of taking the bus of being driven by parents. Our project will complete the sidewalks from Lakes Middle School to Cherry Hill Park.

## SUMMARY / RECOMMENDATION

Staff recommends a motion to approve the state/local agreement with ITD and direct the Mayor to sign the document.



RESOLUTION NO. 07-062

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A STATE AND LOCAL AGREEMENT FOR THE SAFE ROUTES TO SCHOOL (SR2S) PROJECT NO. A010(983), WITH THE IDAHO TRANSPORTATION DEPARTMENT.

WHEREAS, the Public Works Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Agreement with the Idaho Transportation Department, for the SR2S project pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

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

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

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

DATED this 2<sup>nd</sup> day of October, 2007.

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

ATTEST:

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

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

ROLL CALL:

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

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

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

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

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

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

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

**STATE/LOCAL AGREEMENT  
SAFE ROUTES TO SCHOOL  
PROJECT NO. A010(983)  
COEUR D'ALENE  
KEY NO. 10983**

**PARTIES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the **STATE** and the **CITY OF COEUR D'ALENE**, acting by and through its Mayor and Council, hereafter called the **SPONSOR**.

**PURPOSE**

The **SPONSOR** has requested funding under the Safe Routes to School Program to provide educational opportunities and encourage activities targeting parents and children, and to provide improvements to infrastructure as detailed in the project Application. A copy of the project Application is attached as Exhibit A. The purpose of this Agreement is to set out the terms and conditions necessary to obtain Federal-aid participation in the work.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

**A. NON-INFRASTRUCTURE ACTIVITIES**

1. The total funds available for non-infrastructure activities identified in Exhibit A is \$1,600.
2. The **STATE'S** contact for non-infrastructure activities is as follows:

Jo O'Connor  
Safe Routes to School Coordinator  
Office of Highway Operations and Safety  
Idaho Transportation Department  
PO Box 7129,  
Boise ID 83707-1129  
Telephone: 208-334-4475  
Fax: 208-334-8595  
e-mail: [Jo.O'Connor@itd.idaho.gov](mailto:Jo.O'Connor@itd.idaho.gov)

3. The State, through its Safe Routes to School Coordinator, will provide guidance and support to the Sponsor in development of the non-infrastructure portion of this project.
4. Upon receipt of appropriate documentation showing expenditure of funds for this project, the State will reimburse the Sponsor up to the Federal-aid maximum identified in Paragraph A.1. above.
5. The Sponsor will develop the non-infrastructure activities as detailed in Exhibit A.
6. The Sponsor will make timely payment of all invoices and provide to the Safe Routes to School Coordinator, along with the quarterly report, allowable invoices and receipts showing payment of same. The **STATE** will reimburse the **SPONSOR** for eligible expenses, up to the Federal-aid maximum identified in Paragraph A.1. above. The **SPONSOR** shall be responsible for all costs of the project that exceed the Federal-aid maximum.
7. The Sponsor will submit quarterly reports to the Safe Routes to School Coordinator on a form provided by the **STATE**. Upon completion of the project, the Sponsor will provide written notification of completion of the project, and the final quarterly report. The deadline for completion of the work is August 31, 2008. The final quarterly report and invoice shall be received by the **STATE** no later than October 31, 2008.

## B. INFRASTRUCTURE ACTIVITIES

1. The total funds available for infrastructure activities identified in Exhibit A is \$100,000.
2. The deadline for completion of all infrastructure activities is August 31, 2008. If that deadline cannot be met, the **SPONSOR** shall submit a request to the **STATE** explaining the need for an extension.
3. Contact information for infrastructure activities is as follows:

Don Davis  
District One  
Idaho Transportation Department  
600 W. Prairie  
Coeur d'Alene, ID 83814-8764  
(208) 772-8019  
[Don.Davis@itd.idaho.gov](mailto:Don.Davis@itd.idaho.gov)

Monte McCully  
Trails Coordinator  
City of Coeur d'Alene  
710 Mullan Ave.  
Coeur d'Alene, ID 83814  
(208) 769-2348  
[mmccully@cdaid.org](mailto:mmccully@cdaid.org)

**THE SPONSOR SHALL:**

4. At its own cost, provide for the design of the project.
  - a. For work that will be performed on the State highway system, the project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Design Manual, or as subsequently revised. The current version of the Design Manual can be viewed at the following web site: <http://itd.idaho.gov/manuals/ManualsOnline.htm>.
  - b. For work that will be performed off the State highway system, the project shall be designed and constructed to approved standards adopted by the **SPONSOR**. In the event that the **SPONSOR** does not have an adopted standard for specific areas or items, then the State Standards as defined in the Idaho Transportation Department's Design Manual in effect on the date of this Agreement, or as subsequently revised (for current version, see <http://itd.idaho.gov/manuals/ManualsOnline.htm>), AASHTO, or other agency standards shall be identified and incorporated into the design and construction of the project.
5. Before advertisement for bids, provide to the **STATE** a certification that all rights-of-way, easements, permits, materials sources, and agreements necessary for the construction and maintenance of the project have been acquired. The **SPONSOR** will also certify that the contract proposal includes FHWA Form 1273 (Federal-aid Contract Provisions), and will provide an environmental determination in accordance with 23CFR771.117.
6. Before advertisement for bids, obtain the **STATE's** approval of the Contract Proposal form, Notice to Contractors, and construction plans, specifications and estimate. After the project is advertised for bids, provide the **STATE** with a copy of the bidding documents.
7. Advertise for the construction of the project, open bids, prepare a contract estimate of cost based on the successful low bid in accordance with State laws on procurement procedures for local governments, and obtain the **STATE's** concurrence prior to award. At a minimum the **SPONSOR** shall comply with Section 40-902, Idaho Code, in awarding any contract.

8. Award a contract for construction of the project based on the successful low bid, and provide the **STATE** a copy of the contract.
9. During construction of the project, provide inspection services, inspection diaries, and support to the **STATE's** contact identified in Paragraph B.3. above in the administration of the contract on this project. The **SPONSOR** shall prepare all monthly and final contract estimates and change orders, and submit all change orders to the **STATE** for their approval. During the life of the construction contract, prior review by the **STATE** will be obtained if it is necessary to deviate from the plans and specifications to such a degree that the nature of the completed work is significantly changed.
10. Be responsible for the selection and maintenance of all traffic control devices in accordance with the current version of the Manual of Uniform Traffic control Devices (MUTCD), in cooperation with the **STATE**, and as deemed necessary to best serve the public interests and to expedite the work in accordance with the MUTCD.
11. At no cost to the federal-share, cause to be replaced to original, equal or better condition any existing pavement, regulatory signs, and other similar items damaged as a result of the contractor's operation, except as hereafter stated as obligations of the **STATE**.
12. Make timely payment of all invoices and provide to the **STATE** allowable invoices and receipts showing payment of same. The **STATE** will reimburse the **SPONSOR** for eligible expenses, up to the Federal-aid maximum identified in Paragraph B.1. above. The **SPONSOR** shall be responsible for all costs of the project that exceed the Federal-aid maximum.
13. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
14. Maintain the project upon completion. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the **SPONSOR'S** jurisdiction.
15. Comply with Appendix A, Title 49 CFR, Part 21, attached hereto and made a part hereof.
16. Comply with all other applicable State and Federal regulations.
17. Indemnify, save harmless and defend regardless of outcome the **STATE** from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the **SPONSOR** or its consultant in the

design, construction and maintenance of the work which is the subject of this Agreement. The **SPONSOR** shall defend and indemnify the **STATE** and its employees for all claims and losses arising out of the **STATE'S** duty of supervision and inspection of the project.

**THE STATE SHALL:**

18. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of construction costs, up to the Federal-aid maximum identified in Paragraph B.1. above.
19. Review and approve the project plans and specifications, and provide the appropriate environmental clearance.
20. Authorize the **SPONSOR** to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications.
21. Designate personnel, as the **STATE** deems necessary, to review construction in accordance with the plans, specifications and estimates in the manner required by applicable state and federal regulations. The **STATE** will review all change orders submitted by the **SPONSOR**, and conduct a final inspection of the project when completed.
22. Upon receipt of appropriate documentation showing expenditure of funds for infrastructure work on this project, the State will reimburse the Sponsor up to the Federal-aid maximum identified in Paragraph B.1. above.
23. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
24. Cooperate with the **SPONSOR** in selection and designation of suitable construction traffic control during project construction.

**BOTH PARTIES AGREE AS FOLLOWS:**

25. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act, in obtaining federal participation in the design and construction of the project. Federal participation in the costs of the project will be governed by the applicable sections of Title 23, U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration.
26. Federal participation is contingent upon ultimate completion of the project. If for any reason the project is removed from the program without being completed, then the **SPONSOR** shall be responsible for One Hundred Percent (100%) of all project costs, and shall pay back to the **STATE** all costs previously reimbursed.



27. Sufficient Appropriation. It is understood and agreed that the **STATE** is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the **STATE** beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The **STATE** reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the **STATE** to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.
28. All information, regulatory and warning signs, pavement or other markings, traffic signals required, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the **SPONSOR** upon the completion of the project.
29. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the **STATE**.
30. This Agreement shall become effective on the first day mentioned above, and shall remain in full force and effect until amended or replaced upon mutual consent of the **STATE** and the **SPONSOR**.



**EXECUTION**

This Agreement is executed for the **STATE** by its Assistant Chief Engineer (Development), and executed for the **SPONSOR** by the Mayor, attested to by the City Clerk, with the imprinted corporate seal of the City of Coeur d'Alene.

**IDAHO TRANSPORTATION DEPARTMENT**  
APPROVED BY:

\_\_\_\_\_  
Assistant Chief Engineer  
(Development)

Approved as to form:  
Steve Parry  
Deputy Attorney General  
July 27, 2007

RECOMMENDED BY:

\_\_\_\_\_  
Roadway Design Engineer



**ATTEST:**

**CITY OF COEUR D'ALENE**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

(SEAL)

By regular/special meeting on \_\_\_\_\_.

RESOLUTION

**WHEREAS**, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF COEUR D'ALENE**, hereafter called the **CITY**, for development of a Safe Routes to School project; and

**NOW, THEREFORE, BE IT RESOLVED:**

1. That the Agreement for Federal Aid Highway Project A010(983) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Coeur d'Alene, held on

\_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
City Clerk

## APPENDIX A

### EXCERPTS FROM TITLE 49 CFR PART 21

During the performance of work covered by this Agreement, the City of Coeur d'Alene for itself, its assignees and successors in interest (hereafter referred to as the **SPONSOR**), agrees as follows:

**1. Compliance with Regulations:** The **SPONSOR** during the performance of work covered by this Agreement shall comply with all regulations of the United States Department of Transportation relative to Civil Rights with specific reference to Title 49 CFR Part 21, Title 41 CFR Part 60, Civil Rights Act of 1964 as amended and Executive Order 11246.

**2. Non-Discrimination:** The **SPONSOR**, with regard to the work performed during the term of this Agreement, shall not in any way discriminate: against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, religion, sex, national origin, age or non-job-related handicap.

**3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by bidding or negotiation, made by the **SPONSOR** for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware, by the **SPONSOR**, of the obligations of this Agreement and to the Civil Rights Requirements based on race, color, religion, sex, national origin, age or non-job-related handicap.

**4. Information and Reports:** The **SPONSOR** shall provide all information and reports required by Regulations and/or Directives and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Idaho Transportation Department or the Federal Highway Administration. The **SPONSOR** will be required to retain all records for a period of three years.

**5. Sanctions for Non-Compliance:** In the event the **SPONSOR** is in non-compliance with the Civil Rights Provisions of this Agreement, the Idaho Transportation Department shall impose such sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the **SPONSOR** until it has achieved compliance and/or
- (b) Cancellation, termination or suspension of the contract, in whole or in part.

**6. Incorporation of the Provisions:** The **SPONSOR** shall physically include this Appendix in every subcontract of \$10,000 or more to include procurement of materials and leases of equipment unless exempt by Regulations, Orders, or Directives pursuant thereto. The **SPONSOR** shall take such action with respect to subcontractor or procurement as the Idaho Transportation Department or the Federal Highway Administration may direct as a means of enforcing the provisions, including sanctions for noncompliance, provided in event the **SPONSOR** becomes involved in, or is threatened with litigation with the subcontractors or suppliers as a result of such direction, the **SPONSOR** may request the **STATE** to enter into such litigation to protect the interest of the **STATE**, and in addition the **SPONSOR** may request the United States to enter into such litigation to protect the interest of the United States.

PART B

Idaho Safe Routes to School



RECEIVED  
 APR 16 2007  
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2007 APPLICATION COVER PAGE

*How ACCURATE ARE COSTS?  
 UNDERPASS -*

School(s) Impacted by project : Lakes Middle School

School District: USD 271

Project Sponsor: City of Coeur d'Alene

Contact Person: ~~Michael Gridley~~ MONTE MC CULLY

Title: ~~City Attorney~~ TRAILS COORDINATOR

Phone Number: 208-769-2348

E-mail: mgridley@cdaid.org

Mailing Address: 710 Mullan Ave., Coeur d'Alene, ID Zip: 83814

Infrastructure: \$100,000.00 Non-Infrastructure: \$1,600.00

Date: April 13, 2007

ITD District: One

*\$600 is NON-INF. could be  
 better spent in school.*

**Project Partners Information**

Project partners who are participating and have committed to work together to enable more children to safely walk and bicycle to school must sign below:

**Engineering component:**

Agency: City of Coeur d'Alene Engineering Department

Representatives Name: Gordon Dobler

Title: City Engineer

**Education/Encouragement component:**

Agency: Lakes Middle School (USD#271)

Representatives Name: Chris Hammons

Title: Principal

**Enforcement component:**

Agency: City of Coeur d'Alene Police Department

Representatives Name: Lee Brainard

Title: Sergeant

**Transportation jurisdiction (Infrastructure only):**

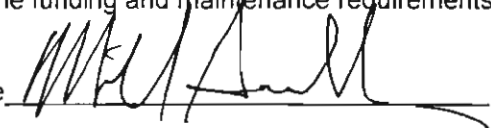
Agency: ITD

Representatives Name: Don Davis

Title: Project Engineer

**Sponsor Certification Statement:** I certify that City of Coeur d'Alene (Sponsor) supports the proposed Safe Routes to School project and that Sponsor has the legal authority to apply for and pledge the funds required to receive reimbursement for the requested Safe Routes to School funds. I further certify that Sponsor will provide maintenance for the project (infrastructure) upon completion. I understand that this is not a grant application, that it is a request for reimbursement through the federal-aid system, and that all federal rules for contracting, auditing, and payment will apply to the project.

For local governments, include the number and date of the resolution passed by the local government to support the funding and maintenance requirements of the project.

Signature  Title: City Attorney

### Cover Page Instructions.

**School(s) impacted by project:** School name(s)

**School District:** Name and number

**Project Sponsor:** Name of sponsor (accepts financial responsibility for the project)

**Contact Person:** Name, title, phone number, e-mail and mailing address of person in charge of project coordination/progress reports

**Infrastructure/Non-infrastructure:** Federal-aid requested

**Date/ITD District:** Date of submittal and see page 20 for districts

### Project Partner Information Instructions

**Project Partners:** Provide the agency representative's name and title for each of the project components: engineering, education, enforcement and transportation jurisdiction, as applicable.

**Sponsor Certification Statement:** Must be signed by the agency assuming financial responsibility for the project.

### Applicant's Checklist

- Application's cover pages are a completed
- Sections 1-9 are answered, if applicable, in concise narrative, no more than 1 page per section
- Answers are brief, but clear, no more than one page per question
- Lines are single-spaced and 12-point font size
- Responses are numbered according to the section and question numbers
- The Budget Worksheet is complete (may be hand written if legible)
- All appropriate documents are attached (i.e. maps, photographs, partnership roles, etc.)
- Proposals must be delivered by midnight April 16, 2007
- Send one (1) original and fifteen (15) copies by mail, of all required information to:  
Safe Routes to School Coordinator  
Idaho Transportation Department  
PO Box 7129  
Boise ID 83707-1129

**E-mail:** [SR2S@itd.idaho.gov](mailto:SR2S@itd.idaho.gov)

**Phone:** 208-334-4475

**Fax:** 208-334-4440

## APPLICATION QUESTIONS (Maximum of 1-page response per question.)

### QUESTION 1: What is the PROBLEM?

Describe the problem in detail:

- a) What are the current risks or obstacles (physical or perceived) to walking and/or bicycling to and from your school site(s)?

**Missing sections of sidewalk force children to walk in 15<sup>th</sup> Street. Snow removal is also difficult because of missing sidewalk. The lack of ped ramps prevents students from riding bikes or skateboards on sidewalks, in addition to preventing handicapped children from using wheelchairs. The missing sidewalk, ped ramps and signage on either side of the I-90 overpass makes the area especially hazardous as students cross on/off ramps. Further, the city Traffic Engineer has determined that a solar powered flashing signal at the main crosswalk across 15<sup>th</sup> Street in front of the school will enhance safety during the peak morning and afternoon time periods.**

- b) Please provide other significant information such as crash data, speed limits, environmental factors, etc. as appropriate.

**Lakes Middle School has an enrollment of over 600 students. Well over 50% of these students qualify for free and reduced price lunches based on the income level of their families and are prime candidates for walking or biking to school. USD 271's has a policy that students living within a mile and a half from school are considered to be in a "no-bus" zone and must find their own way to school. 15<sup>th</sup> Street is the primary way for students living north of I-90 to get to school. The speed limit north of I-90 is 35 mph and 25 mph south of I-90. The primary relevant environmental factor is snow that cannot be effectively removed on sections of the route without sidewalks. Long winters with early morning and late afternoon darkness also discourage walking and increase the need for a flashing crosswalk signal. Also, 15<sup>th</sup> Street is a main north-south street in Coeur d'Alene and motorized traffic has dramatically increased with our booming population.**

- c) Describe any existing programs at the affected school(s) that educate or enhance walking or bicycling to school. This should be completed by the principals of the schools and include information pertaining to any:
- Walking/biking/safety curriculum taught by the school and at what grade levels
  - Frequency of and participation in Walk to School/Bike to School events
  - Programs taught by those outside the school (police, fire, bicycle organizations, etc.)
  - Crossing Guard programs

**There are no existing walk/bike programs at Lakes Middle School at this time.**

- d) In addition provide a map indicating a 2-mile radius of each impacted school and identify the existing and proposed changes. Please limit map sizes to no larger than 8.5" x 11". Optional- provide photos indicating existing conditions.

**See attached maps of the Lakes Middle School attendance zone and areas of proposed improvements along with photographs of the problem areas.**

**QUESTION 2: Tell us about your school/community INFRASTRUCTURE project.**

- a) Describe how your project will change the built environment.

**The project will fill in missing sections of sidewalk and missing ped ramps along 15<sup>th</sup> Street, especially in the vicinity of the I-90 overpass and ramps. It will also add a flashing warning light in front of the school at the main 15<sup>th</sup> Street crosswalk.**

- b) How will it address the identified problems in Question 1?

**Interviews of Lakes Middle School parents and administration indicate a perception of unsafe sidewalk conditions that discourages parents and administrators from encouraging students to walk to school. The principal told us that he would not feel right about encouraging walking until it could be done so safely.**

- c) Do you have right-of-way clearance for all property involved with your project? Are you within the boundaries of a Metropolitan Planning Organization (MPO)?

**We have right of way clearance for the project. The project is within the boundaries of the Kootenai Metropolitan Planning Organization (KMPO)**

- d) Please describe the encouragement/educational portion of your project in Question 3.

**QUESTION 3: Tell us about your school/community ENCOURAGEMENT/EDUCATION project.**

- a) Describe how your project will encourage more children to safely bike and walk to school.

**Interviews of Lakes Middle School parents and administration indicate a perception of unsafe sidewalk conditions that discourages parents and administrators from encouraging students to walk to school. The principal told us that he would not feel right about encouraging walking until it could be done so safely. Once the infrastructure is in place for students to safely walk to school the Parent Teacher Organization (PTO) and administration will promote walking to school. The city's Pedestrian and Bicycle Advisory Committee and Police Department will participate in safety oriented presentations like a Bike Rodeo in the spring and a Walk to School presentation in the fall. We will encourage students during Walk + Bike to School Day(s) with raffles and prizes.**



b) How will it address the identified problems in Question 1?

**Providing missing infrastructure will diminish the perception of unsafe conditions that discourage parents and administration from encouraging their students to walk to school.**

c) How will you engage/educate parents to encourage children to bicycle and/or walk?

**This will be done through the school's PTO and school administration. We will publicize and promote Walk + Bike to School Day(s).**

d) How do you plan to inform the community about your project?

**The city has CDATV channel 19 that will show announcements and interviews with involved parties. We will use this government access channel to broadcast the PSA's that we will produce. The local newspaper is willing to publish stories about the project and Walk + Bike to School Day(s).**

**QUESTION 4: Describe any local LAW ENFORCEMENT project participation.**

a) Is your local law enforcement supportive of any increased needs the community may have based on more children walking and bicycling to school?

**Yes.**

b) How will law enforcement contribute to the education and encouragement efforts of the program?

**The Police Department's C.A.R.E. team is willing to assist with the educational portion of our project. The Police Department will participate in the Bicycle Rodeo and have an increased presence on special Walk + Bike to School Day(s).**

**QUESTION 5: Please describe your TIMELINE from project start to finish.**

**Safe Routes to School is a federal-aid program** and is therefore subject to all such regulations. Permits and clearances from various local, state and federal agencies may be required. Applicants are encouraged to meet with appropriate federal, state, and local government agencies to determine requirements, processes and time schedules that may impact their project. Any work performed by the applicant prior to receiving written authorization to proceed is not eligible for reimbursement. Please remember that all projects in this funding cycle must be completed no later than August 31, 2008.

a) Based upon receiving written "authorization to proceed" from ITD by August 1, 2007, how quickly can you begin your project?

**If we receive the authorization to proceed by August 1, 2007, we can complete all design and engineering and bid the project by October 1, 2007. We would work with the Lakes Middle School PTO and administration so that the school could participate in International Walk to School Day on October 3, 2007.**

**Surveys to parents about walking and biking to school would be done during September, 2007.**

- b) Please indicate milestone dates from which progress can be measured. Note that the dates indicated will become part of the Project Agreement if this project is funded and failure to make substantial progress toward the milestone by the date indicated could result in termination of the project funding.

|                           |                                                                                                                 |
|---------------------------|-----------------------------------------------------------------------------------------------------------------|
| <b>August 15, 2007</b>    | <b>Begin development of Walk + Bike to School and safety PSA's and promotional videos and written materials</b> |
| <b>September 15, 2007</b> | <b>Walking and Biking surveys distributed to parents</b>                                                        |
| <b>October 3, 2007</b>    | <b>International Walk to School Day</b>                                                                         |
| <b>May 1, 2008</b>        | <b>Complete infrastructure installation</b>                                                                     |
| <b>May, 2008</b>          | <b>Bike Rodeo</b>                                                                                               |
| <b>Spring 2008</b>        | <b>Complete at least one Walk + Bike to School Day</b>                                                          |
| <b>Spring 2008</b>        | <b>Re-survey parents and students</b>                                                                           |

**QUESTION 6: Who are your PARTNERS – what collaborations have you created to ensure the success of your project?**

Provide information on the consultation and support for the project. Partners may include: school officials, local traffic engineers, law enforcement agencies, public health agencies or organizations, school-based associations, local elected officials, tribes, nonprofit groups, local businesses, etc.)

- a) Supporting Organizations. List the participants and the roles they will play in the development of your project. Be specific.

**City of Coeur d'Alene Pedestrian and Bicycle Advisory Committee**

- coordinate encouragement and enforcement program
- produce PSA's and promotional material
- coordinate evaluations and surveys

**City of Coeur d'Alene Engineering Department**

- design and engineering
- bid and oversee construction of infrastructure

**City of Coeur d'Alene Police Department**

- participate with education and enforcement
- participate in PSA's

**City of Coeur d'Alene Street Department**

- pavement striping, signing and maintenance

**Coeur d'Alene USD #271**

- support education and encouragement

**Lakes Middle School Parent Teacher Association**

- support education and encouragement

**ITD District One**

- review plans involving ITD right of way

**Kootenai County Metropolitan Planning Organization**

- support the program

**QUESTION 7: QUARTERLY PROGRESS REPORTS and an EVALUATION is required. Are you willing to comply with these requirements? Yes**

How will you evaluate the total program after the construction and education/encouragement is complete? **Before and after surveys of parents, students and administration; Walk and Bike counts before and after.**

- a) What are your anticipated project outcomes?  
**Increase walking and biking by at least 20%**
- b) How will you collect before and after comparison data to indicate your outcomes?  
**Count the number of students walking and biking to school during a week before the education and encouragement and after the education, encouragement and completion of infrastructure**
- c) Do you intend to continue to collect data once the project is complete?  
**Yes**
- d) Describe how Safe Routes to School will be an on-going effort within your community?  
**Lakes Middle School will be a catalyst to get other schools involved in the Safe Routes to Schools program. We will support the school district seeking funding for a part time SR2S program coordinator. We will continue to educate and promote walking and biking through the city's Ped/Bike Advisory Committee and the CDATV Channel 19 government access channel.**

*Samples of student and parent surveys are available as [www.saferoutes.org](http://www.saferoutes.org) under RESOURCES. Your measurements should minimally include total number of students and before and after data of the following:*

- Number and percentage of students biking*
- Number and percentage of students walking*
- Number and percentage of students busing*
- Number and percentage of students driven*

**Project Timeline:**

- Project start date on or before August 1, 2007 (once contracts are signed).
- November 1- NEPA requirements for infrastructure projects must be submitted to ITD.
- Progress reports due to ITD November 30, February 29, May 31, and August 31 2008.
- Final report due October 31, 2008.

**QUESTION 8: Cost Estimate for non-infrastructure projects:** Local funds and in-kind donations are not required, but encouraged.

| Education/Encouragement Activities                                                                       | Item Description                                                  | Costs (\$)                                        | Donated Items                                                                                                 |
|----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|---------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| Develop, print and distribute surveys (Fall and Spring)                                                  | 1. Copy costs and 2 mailings for 600 students @ \$.50 per student | \$600                                             | May be able to combine mailing with other school mailings to minimize costs.                                  |
| International Walk to School Day October, 2007                                                           | 2. Prizes and incentives for students who walk to school          | \$200                                             | We will seek donations to leverage this money. City Police and citizens will donate time.                     |
| Bike Rodeo Spring 2008                                                                                   | 3. Prizes and incentives for students who participate             | \$200                                             | We will seek donations to leverage this money. City Police and citizens will donate time.                     |
| Produce (script, shoot and edit) safety and encouragement PSA's and videos for government access channel | 4. Estimate 3 PSA's @ \$200 each                                  | <del>\$600</del><br><i>BETTER SPENT IN SCHOOL</i> | Most of the time and resources will be donated or from city equipment. Money is for cost of editing and final |

|  |     |               |                    |
|--|-----|---------------|--------------------|
|  |     |               | <b>production.</b> |
|  | 5.  |               |                    |
|  | 6.  |               |                    |
|  | 7.  |               |                    |
|  | 8.  |               |                    |
|  | 9.  |               |                    |
|  | 10. |               |                    |
|  | 11. |               |                    |
|  | 12. |               |                    |
|  |     | <b>Totals</b> | <b>\$1,600.00</b>  |

Indirect costs will NOT be reimbursed. Indirect costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular project, but contribute to the ability of the applicant to support the program. Samples of indirect costs include but are not limited to: depreciation and use allowances, general administration and general overhead, project administration expenses, operation and maintenance expenses, etc. Contingencies are not allowed within this program. Any cost overruns would be the responsibility of the grantee.

**SECTION 9: Cost Estimate for Infrastructure projects:** Local funds and in-kind donations are not required, but encouraged.

| Items (If quantity and unit price are not Applicable, only fill in Cost.) | Quantity (Q)    | Unit Price (UP)    | Cost (QxUP)         | Donated Items                             |
|---------------------------------------------------------------------------|-----------------|--------------------|---------------------|-------------------------------------------|
| 1. Demolition/Removal of Existing                                         |                 |                    |                     |                                           |
| 2. Clearing/Grubbing                                                      |                 |                    |                     |                                           |
| 3. Grading                                                                |                 |                    |                     |                                           |
| 4. Drainage/Irrigation                                                    |                 |                    |                     |                                           |
| 5. Permanent Signs or Displays                                            | <b>1</b>        | <b>\$6,002.50</b>  | <b>\$6,002.50</b>   | <b>City will install</b>                  |
| 6. Erosion/Pollution Control                                              |                 |                    |                     |                                           |
| 7. Utility/Sewer                                                          |                 |                    |                     |                                           |
| 8. Pavement and Base                                                      |                 |                    |                     |                                           |
| 9. Curb and Gutter                                                        | <b>380 LF</b>   | <b>\$11.00</b>     | <b>\$4,180.00</b>   | <b>City will design, engineer and bid</b> |
| 10. Slope Protection                                                      |                 |                    |                     |                                           |
| 11. 12. Retaining Walls                                                   |                 |                    |                     |                                           |
| 12. Pedestrian Crossing Signals and Illumination                          |                 |                    |                     |                                           |
| 13. 14. Striping                                                          |                 |                    |                     |                                           |
| 14. Bicycle Storage Systems                                               |                 |                    |                     |                                           |
| 15. Footings/Foundations                                                  |                 |                    |                     |                                           |
| 16. Electrical                                                            |                 |                    |                     |                                           |
| 17. Mechanical                                                            |                 |                    |                     |                                           |
| 18. Barriers                                                              |                 |                    |                     |                                           |
| 19. Other - <b>Install 5' concrete sidewalk</b>                           | <b>9,250 SF</b> | <b>\$9.71 p/sf</b> | <b>\$89,817.50</b>  | <b>City will design, engineer and bid</b> |
| <b>Totals</b>                                                             |                 |                    | <b>\$100,000.00</b> |                                           |

Indirect costs will NOT be reimbursed. Indirect costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular project, but contribute to the ability of the applicant to support the program. Samples of indirect costs include but are not limited to: depreciation and use allowances, general administration and general overhead, project administration expenses, operation and maintenance expenses, etc. Contingencies are not allowed within this program. Any cost overruns would be the responsibility of the grantee.

**Section 10: Environmental Evaluation (ITD 0654)**- All infrastructure projects must complete this form. ITD 0654 instructions on page 18.



|                                                                           |               |                      |                                              |
|---------------------------------------------------------------------------|---------------|----------------------|----------------------------------------------|
| Date<br>April 12, 2007                                                    | District<br>1 | Route #              | City/County<br>Coeur d'Alene Kootenai County |
| Project Name<br>Lake Middle School - 15 <sup>th</sup> Street Enhancements |               | Project # <b>N/A</b> | Key # <b>09701</b>                           |
| Work Authority <b>N/A</b>                                                 |               | Program Year<br>2007 | Termini (Mp To Mp)                           |

|                                                                                                                                                                         |                                        |                                                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| Acres of New Public R/W<br><b>N/A</b>                                                                                                                                   | Acres of New Private R/W<br><b>N/A</b> | (Discuss the existing use of R/W to be acquired, plus adjacent land use, zoning, development plans, etc. on attached Environmental Summary Sheet) |
| Tribal Impact<br><input type="checkbox"/> Cultural <input type="checkbox"/> Archeological <input type="checkbox"/> Reservation <input checked="" type="checkbox"/> None |                                        | Public Interest Expected?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                  |
| Air Quality<br><input checked="" type="checkbox"/> Attainment Area <input type="checkbox"/> Non-Attainment Area <input type="checkbox"/> CO <input type="checkbox"/> PM |                                        | Exempt Project <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                |
| Type One Project (i.e., New Location, Substantial Alignment Change, Addition of a Through-Traffic Lane)                                                                 |                                        | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                               |
| Construction Impacts Requiring Special Provisions (Enter Details on Reverse Side )                                                                                      |                                        | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                               |
| Program Year<br>ADT <b>N/A</b> DHV <b>N/A</b> % Trucks <b>N/A</b> Posted Speed <b>N/A</b>                                                                               |                                        | Design Year<br>ADT <b>N/A</b> DHV <b>N/A</b> % Trucks <b>N/A</b> Posted Speed <b>N/A</b>                                                          |
| Distance of Nearest Noise Receptor to Centerline<br>Existing 30' Proposed                                                                                               |                                        |                                                                                                                                                   |

**Project Purpose and Benefits**

**Single mark (xx)** only the item that best describes the Primary Reason for Proposing this Project

**Single mark (x)** all Other Relevant Items

- |                                                                                                          |                                                                                                          |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Maintain/Improve User Operating Conditions                           | <input checked="" type="checkbox"/> Enhance Accessibility for the Disabled/Safety                        |
| <input type="checkbox"/> Maintain/Improve Traffic Flow                                                   | <input checked="" type="checkbox"/> Enhance Pedestrian Safety and/or Capacity                            |
| <input type="checkbox"/> Time Savings                                                                    | <input checked="" type="checkbox"/> Enhance Bicycle Safety and/or Capacity                               |
| <input type="checkbox"/> Increase Capacity                                                               | <input type="checkbox"/> Traffic Composition Enhancement (e.g., Truck Route, HOV Lane, Climbing Lane)    |
| <input type="checkbox"/> Reduce Congestion                                                               | <input type="checkbox"/> Visual/Cultural Enhancement (e.g., Landscaping, Historic Preservation)          |
| <input type="checkbox"/> Reduce Hazard(s)                                                                | <input type="checkbox"/> Environmental Enhancement (e.g., Air Quality, Noise Attenuation, Water Quality) |
| <input type="checkbox"/> Reduce Highway User Operating Costs                                             | <input type="checkbox"/> Economic Prudence (e.g., Repair Less Expensive than Replacement, B/C Ratio)     |
| <input type="checkbox"/> Other, List (e.g., Driver Convenience and Comfort regarding Rest Area Projects) |                                                                                                          |

**Check Any of the Following That Require Avoidance, Minimization, or Discussion** (If Yes, describe in the Environmental Document or CE)

- |                                           | Yes                      | No                                  |                                                                   | Yes                      | No                                  |
|-------------------------------------------|--------------------------|-------------------------------------|-------------------------------------------------------------------|--------------------------|-------------------------------------|
| 1. Noise Criteria Impacts*                | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 17. Threatened/Endangered Species*                                | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Change in Access or Access Control     | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> Listed <input type="checkbox"/> Proposed | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Change in Travel Patterns              | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 18. Air Quality Impacts                                           | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Neighborhood or Service Impacts        | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 19. Inconsistent With Air Quality Plan                            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Economic Disruption                    | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> SIP <input type="checkbox"/> TIP         |                          |                                     |
| 6. Inconsistent W/Local or State Planning | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 20. Stream Alteration/Encroachment**                              | <input type="checkbox"/> | <input checked="" type="checkbox"/> |



- |                                                                                                                                                                                |                          |                                     |                                                   |                                             |                                      |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|---------------------------------------------------|---------------------------------------------|--------------------------------------|--|--|
| Minorities, Low Income Populations Displacements*                                                                                                                              | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> IWDR                     | <input type="checkbox"/> F&G                | <input type="checkbox"/> COE (404)   |  |  |
| 9. Section 4(f) Lands-DOT Act 1966* (i.e., Public Parks/Rec Areas/Trails, Wildlife/Waterfowl Refuges, Wild or Scenic Rivers, Historic Sites/Bridges, Archaeological Resources) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 21. Flood Plain Encroachment*                     | <input type="checkbox"/>                    | <input checked="" type="checkbox"/>  |  |  |
| 10. LWCF Recreation Areas/6(f) Lands*                                                                                                                                          | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> Longitudinal             | <input type="checkbox"/> Traverse           |                                      |  |  |
| 11. Section 106-Nat. Hist. Preserv. Act*                                                                                                                                       | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 22. Regulatory Floodway                           | <input type="checkbox"/>                    | <input checked="" type="checkbox"/>  |  |  |
| 12. FAA Airspace Intrusion**                                                                                                                                                   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> PE Cert. & FEMA Approval | <input type="checkbox"/> Revision           |                                      |  |  |
| 13. Visual Impacts                                                                                                                                                             | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 23. Navigable Waters**                            | <input type="checkbox"/>                    | <input checked="" type="checkbox"/>  |  |  |
| 14. Prime Farmland*, Parcel Splits                                                                                                                                             | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> CG (Sec 9)               | <input type="checkbox"/> COE (Sec 10)       | <input type="checkbox"/> Dept. Lands |  |  |
| 15. Known/Suspected "Hazmat" Risks                                                                                                                                             | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 24. Wetlands*                                     | <input type="checkbox"/>                    | <input checked="" type="checkbox"/>  |  |  |
| 16. Wildlife/Fish Resources/Habitat**                                                                                                                                          | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> Jurisdictional** (404)   | <input type="checkbox"/> Non-Jurisdictional |                                      |  |  |
|                                                                                                                                                                                |                          |                                     | 25. Sole Source Aquifer                           | <input type="checkbox"/>                    | <input checked="" type="checkbox"/>  |  |  |
|                                                                                                                                                                                |                          |                                     | <input type="checkbox"/> Exempt Project           | <input type="checkbox"/> Non-Exempt**       |                                      |  |  |
|                                                                                                                                                                                |                          |                                     | 26. Water Quality, Runoff Impacts                 | <input type="checkbox"/>                    | <input checked="" type="checkbox"/>  |  |  |
|                                                                                                                                                                                |                          |                                     | 27. NPDES-General Permit                          | <input type="checkbox"/>                    | <input checked="" type="checkbox"/>  |  |  |
|                                                                                                                                                                                |                          |                                     | (If no, complete sediment-erosion control plan)   |                                             |                                      |  |  |

\*If yes to these items, supplemental reports or documentation are required (e.g., Relocation Report; Wetlands Determination/Finding; Fish and Wildlife Species List Update; SCS Form AD-1006, *Biological Assessment*, etc.)

\*\*If yes to these items, a letter of input is required from the appropriate agency.

**Recommendation**

- |                                                                                                                                                                             |                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> A. The project does not individually or cumulatively have a significant adverse effect on the human environment (Categorical Exclusion) | <input checked="" type="checkbox"/> 23 CFR 771.117(c), i.e., Special and Programmatic |
|                                                                                                                                                                             | <input type="checkbox"/> 23 CFR 771.117(d), i.e., FHWA Approval                       |
| <input type="checkbox"/> B. There is insufficient information to support A above or no precedent exists. (Environmental Assessment)                                         |                                                                                       |
| <input type="checkbox"/> C. The project will result in a significant effect on the human environment. (Environmental Impact Statement)                                      |                                                                                       |

|                                                                                                                    |                 |
|--------------------------------------------------------------------------------------------------------------------|-----------------|
| Prepared By (Consultant, District Environmental Planner, or LHTAC Signature*)<br><i>Madam Boblu, City Engineer</i> | Date<br>4-13-07 |
| Reviewed By (District Environmental Planner, Project Development Engineer, or LHTAC Signature*)                    | Date            |

**\*One Signature by a Planner and one by Engineer or Consultant**

Construction Impacts Requiring Special Provisions  
NONE

Project Description (if not attached)

### Instructions for Completing ITD 0654, Environmental Evaluation

**Date** – should be dated at time of submission.

**District** – ITD District(s) where project is planned.

**Route #** - ITD right-of-way, if appropriate.

**City / County** – place name(s)

**Project Name** – should be consistent throughout Transportation Enhancement Application.

**Project #** - Assigned by ITD; **Key #** - Assigned by ITD; **Work Authority** – Assigned by ITD

**Program Year** – 2007;

**Termini** (MP(Milepost)to MP) – consult ITD District Transportation Enhancement Coordinator.

**Acres of new public Right-of-Way** – estimate of acreage or portions there of (to 3 digits) that will be added to ITD or local public jurisdiction right-of-way.

**Acres of new private Right-of-Way** – estimate of acreage or portions there of (to 3 digits) that will be added in a private non-profit ownership, sponsored by a local jurisdiction that provides for the guarantee of operation and maintenance.

**Discussion of land use** – On Environmental Summary Sheet, describe the existing and adjacent land use as well as adjoining land use and compatible development plans.

**Tribal Impact** – check appropriate box. Unless “None”, all may be checked.

**Public interest** – applicant’s estimation.

**Air Quality** – Check either Attainment or Non-Attainment Area after consulting with the District Environmental Planner. Will project generate or improve air pollutants carbon monoxide or particulate matter? Check as appropriate. Is it the applicant’s opinion that the project is categorically excluded from environmental review? Consult District Staff and mark as believed correct.

**Type One Project** – Check as appropriate

**Special Construction Provisions** – Check as appropriate and consult District Environmental Staff or contact Kim Just at

(208) 334-8478 or e-mail - [kim.just@itd.idaho.gov](mailto:kim.just@itd.idaho.gov).

**Program Year and Design Year Compared:** ADT = Average Daily Traffic; DHV = Design Hour Volume; % Trucks = Truck Volume; Posted Speed = Speed Limit. Rarely appropriate for Transportation Enhancement. Mark "Not Applicable or N/A".

Distance to Nearest Noise Receptor = Linear Feet from centerline to nearest occupied residence or commercial building.

**Project Purpose and Benefits:** Mark with single x or double x as indicated. Double x marks should emphasize the primary reason(s) for the project and should be used only once.

**Environmental Checklist:** Mark all categories yes or no. All yes answers require description, and the sponsor's plan to avoid the impact, minimization of impact or mitigation of impact. This will comprise the Environmental Document. If all are marked "no", the ITD may find that this is categorically excluded (CE, see Recommendation).\*\* The sponsor should indicate their claim for CE. Other supplemental documents and official environmental forms may be required. Consult the District Environmental Staff or contact Kim Just (supra). Recommendation: consult District Environmental Staff or Kim Just.

There are three types of Categorical Exclusions in ITD. 23 CFR 771.117 includes two lists of project types: The (c) list and the (d) list. The (c) list can be signed off by ITD but the (d) list requires FHWA approval. The third type is the (d) list Programmatic. These are projects that are on the (d) list but impact only the traveled way. These can also be signed off by ITD ([seehttp://www.itd.idaho.gov/manuals/Online\\_Manuals/Environmental/Environmental.htm](http://www.itd.idaho.gov/manuals/Online_Manuals/Environmental/Environmental.htm)).

**For all Environmental questions: Contact the ITD District Environmental Planner for details:**

**District 1:** David Karsann, 600 W. Prairie, Coeur d'Alene, 83815, (208) 772-1200

**District 2:** Zachary Funkhouser, 2600 N.&S. Highway, P.O. Box 837, Lewiston, 83501 (208) 83501

**District 3:** Greg Vitley, 8150 Chinden Blvd., P.O. Box 8028, Boise 83707 (208)334-8300

**District 4:** Connie Jones, 216 S. date St., P.O. Box 2-A, Shoshone, 83352 (208) 886-7800

**District 5:** Alan Wubker, 5151 S. 5<sup>th</sup>, P.O. Box 97, Pocatello, 83205 (208)239-3300

**District 6:** Tim Cramer, 206 N. Yellowstone Highway, P.O. Box 97, Rigby 83442 (208) 745-7781

**OR**

Contact Kim Just, Environmental Planner for the ITD – (208) 334-8478 or [kim.just@itd.idaho.gov](mailto:kim.just@itd.idaho.gov)

## **ITD Engineering Regions**

ITD has **six** geographic engineering regions. Your project is located within one of those regions.

**District 1:** Boundary, Bonner, Kootenai, Benewah and Shoshone County.

**District 2:** Latah, Nez Perce, Clearwater, Lewis, Idaho County.

**District 3:** Adams, Valley, Washington, Payette, Gem, Boise, Canyon, Ada, Elmore, and Owyhee County.

**District 4:** Camas, Blaine, Gooding, Lincoln, Jerome, Minidoka, Twin Falls, and Cassia County.

**District 5:** Bingham, Caribou, Power, Bannock, Oneida, Franklin and Bear Lake County.

**District 6:** Lemhi, Custer, Butte, Jefferson, Clark, Fremont, Madison, Teton and Bonneville County.

## Scoring Methodology

Each question on the application has a determined number of total points available. The following describes how those points may be attained. All scoring is final as determined by the Safe Routes to School Advisory Committee.

### QUESTION 1: What is the PROBLEM? Total of 25 points available.

- Activity is described clearly and sufficient detail to provide an understanding;
- It includes physical and perceived obstacles and risks to children;
- Background information supports the problem with accident data, traffic counts, community and school surveys or audits, etc;
- There are existing programs or activities that support biking and walking to school;
- Includes project maps and photos that clearly identify school location and problem area.

### QUESTION 2: Tell us about your school/community INFRASTRUCTURE project. Total of 20 points available.

- Project is described clearly and in sufficient detail;
- Response adequately addresses the identified problems in Question 1;
- Demonstrates right-of-way clearance;
- Encouragement/Education portion should be answered in Question 3.

### QUESTION 3: Tell us about your school/community ENCOURAGEMENT/EDUCATION project. Total of 20 points available.

- Proposal demonstrates clearly how it will encourage more children to bicycle and walk safely to school;
- Response adequately addresses the identified problems in Question 1
- Efforts to engage/educate parents to encourage children is clearly described;
- Demonstrates plan to inform community about project.

### QUESTION 4: Describe any local LAW ENFORCEMENT project participation. Total 10 points available.

- Is local law enforcement supportive of any increased needs the project may create?
- Description shows how law enforcement will contribute to the education and encouragement efforts of the program.

### QUESTION 5: Please describe your TIMELINE from project start to finish. Total of 10 points available.

- Response indicates how soon project can start;
- Timeline and milestones are provided and reasonable for planned activities;

**QUESTION 6: Who are your PARTNERS – what collaborations have you created to ensure the success of your project? Total of 10 points available.**

- Applicant demonstrates needed support to make this project successful.

**QUESTION 7: QUARTERLY PROGRESSS REPORTS and an EVALUATION is required. Are you willing to comply with these requirements? Total of 20 points available.**

- Applicant states intended and reasonable project outcomes.
- Data collection will support outcome;
- After project is completed applicant will continue to collect data;
- Will Safe Routes to School will be an on-going effort within the community?

**QUESTION 8: Cost Estimate for NON-INFRASTRUCTURE projects. Total of 20 points available.**

The projects cost estimate:

- Is reasonable;
- Contains only qualified program activities;
- Do not exceed maximum \$25,000;
- Thoroughly covers project description.

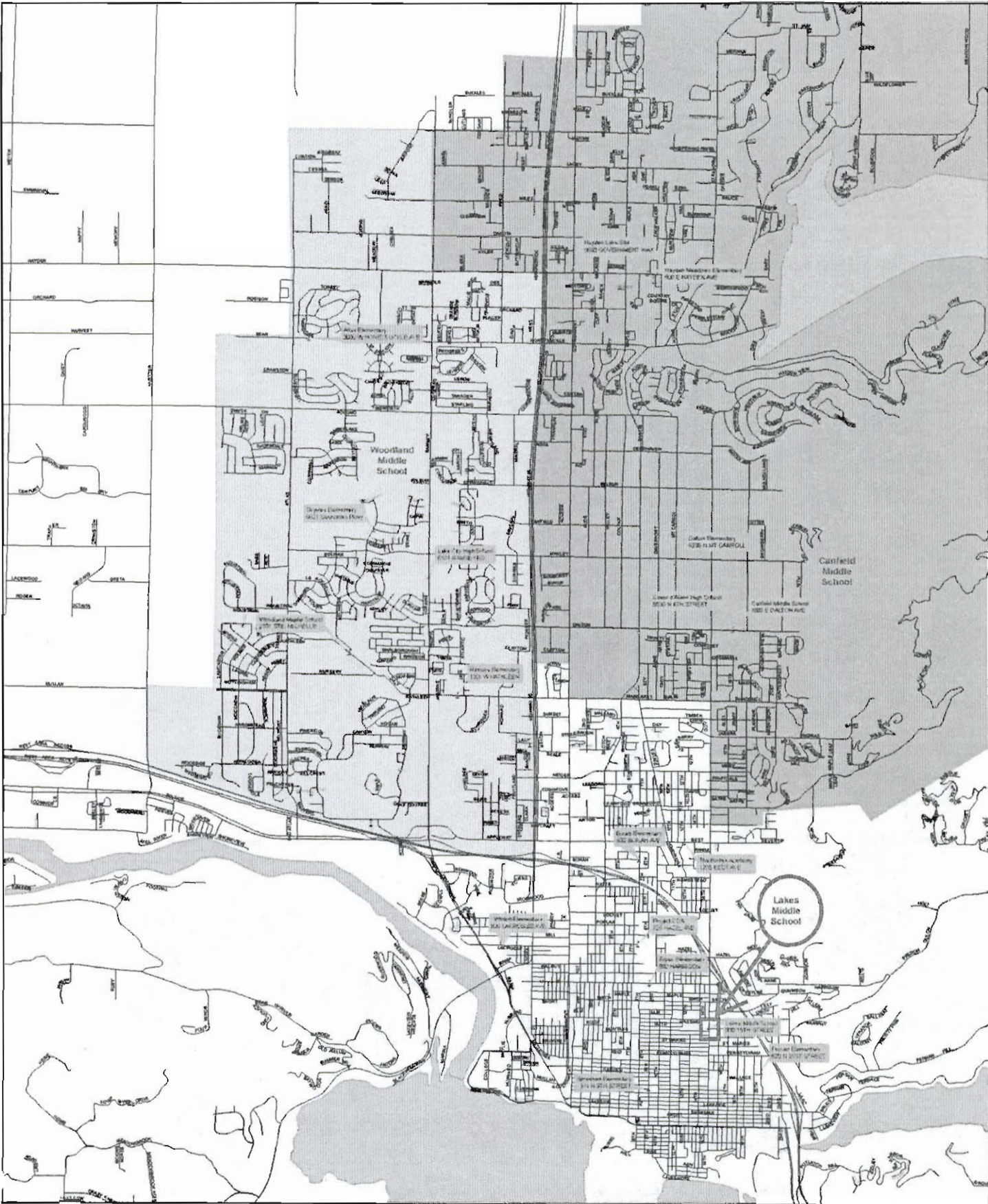
**QUESTION 9: Cost Estimate for INFRASTRUCTURE projects. Total of 20 points available.**

The projects cost estimate:

- Is reasonable;
- Contains only qualified project activities;
- Do not exceed maximum \$100,000;
- Thoroughly covers project description.



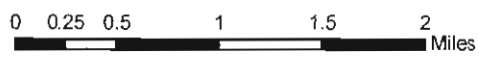
# SD271 Middle School Attendance Zones



**Legend**

**Middle School**

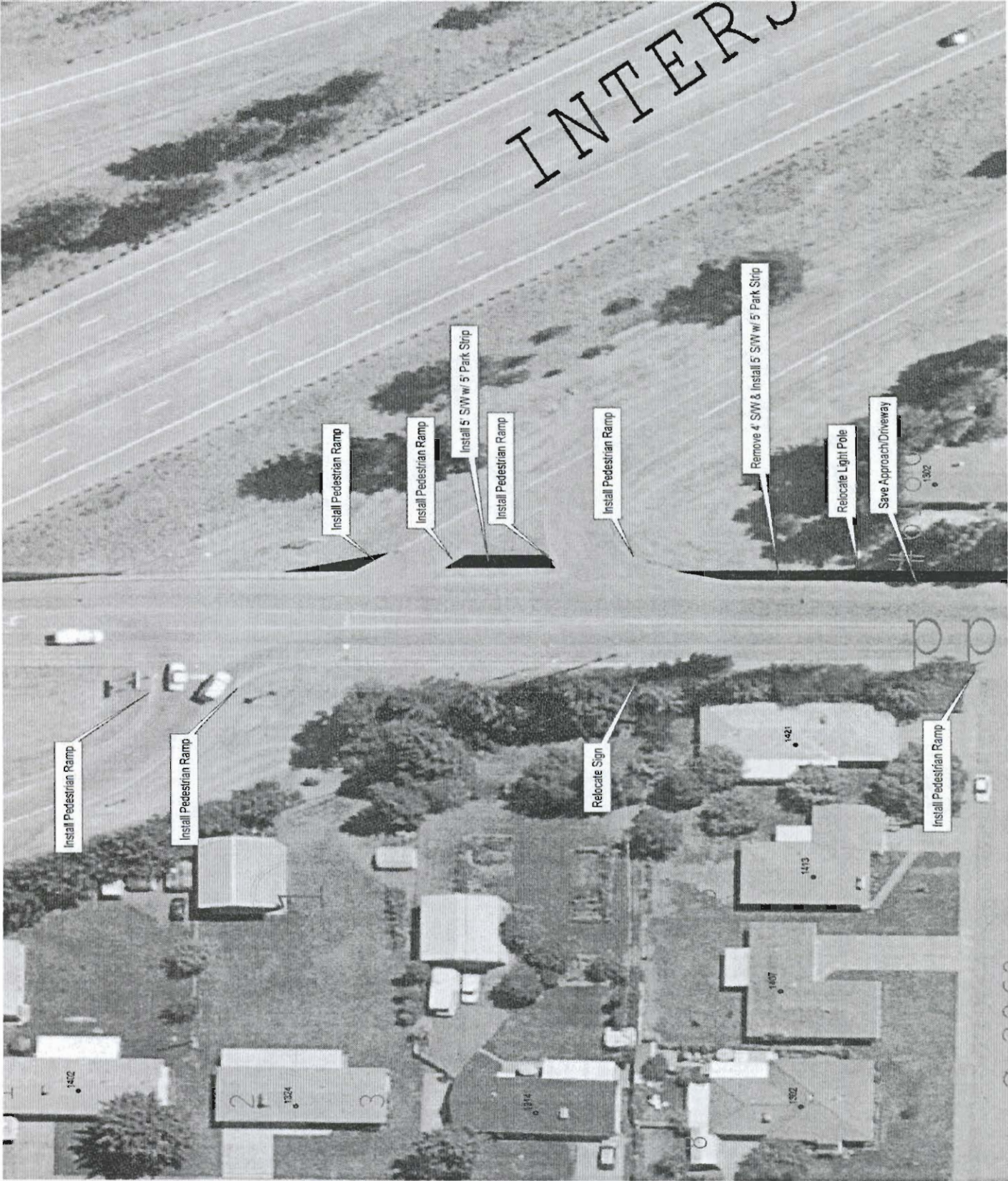
- Canfield Middle School
- Lakes Middle School
- Woodland Middle School



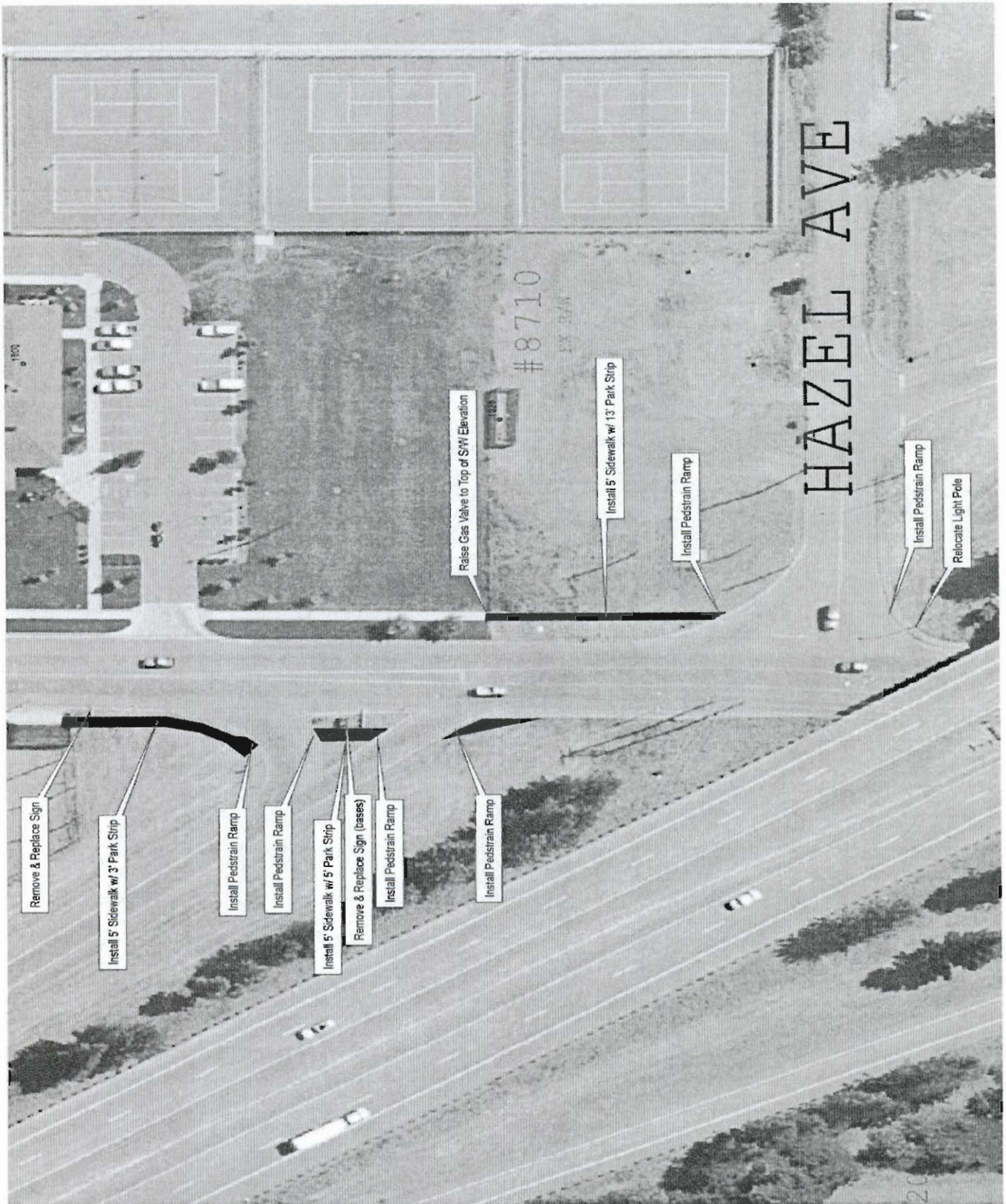
Attendance Zones Approved 06/05/06  
 Map created by Tom Hobson 06/06/06  
 Street network created by Kootenai City GIS Dept.

N  
 W E  
 EXHIBIT'S A"

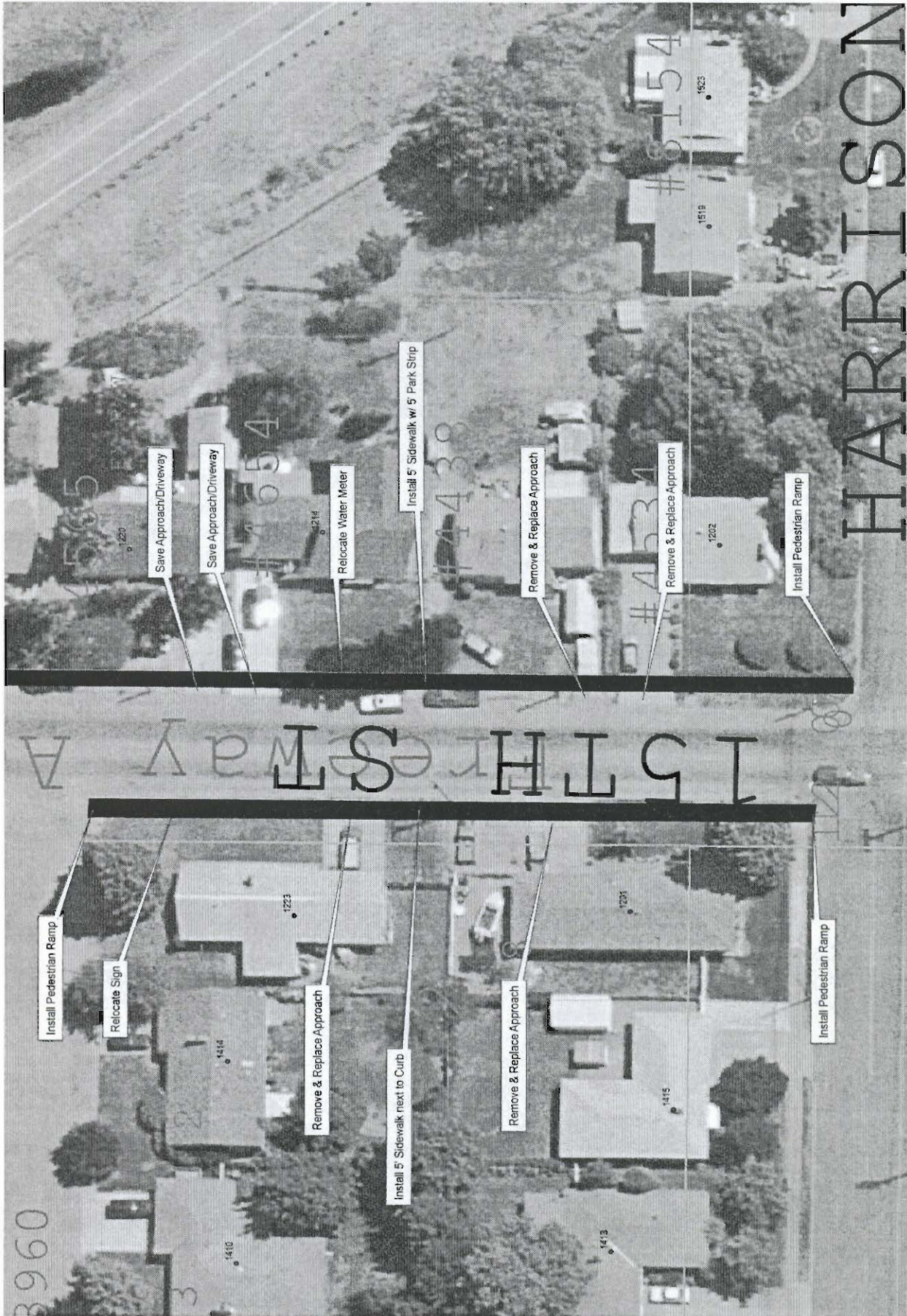




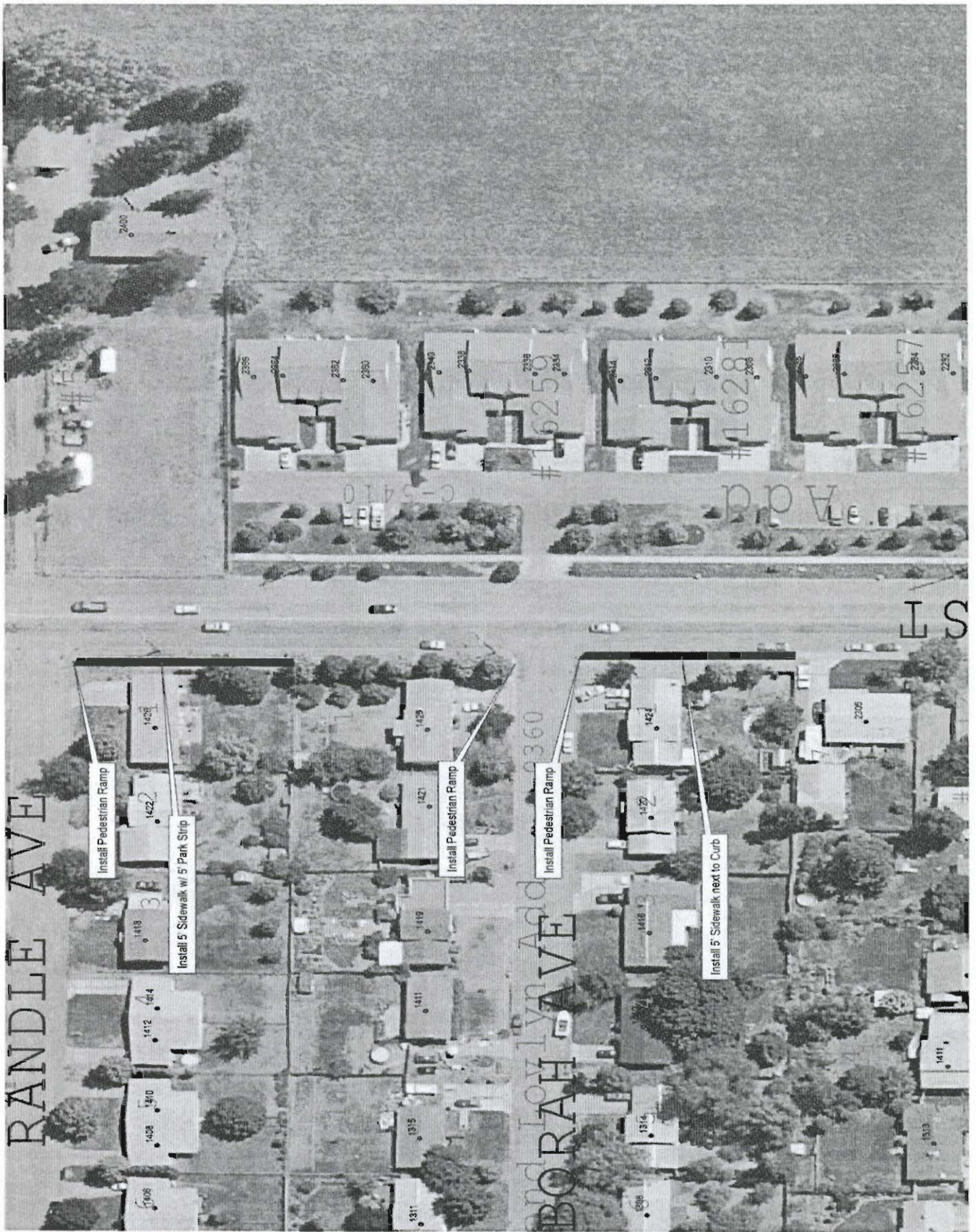




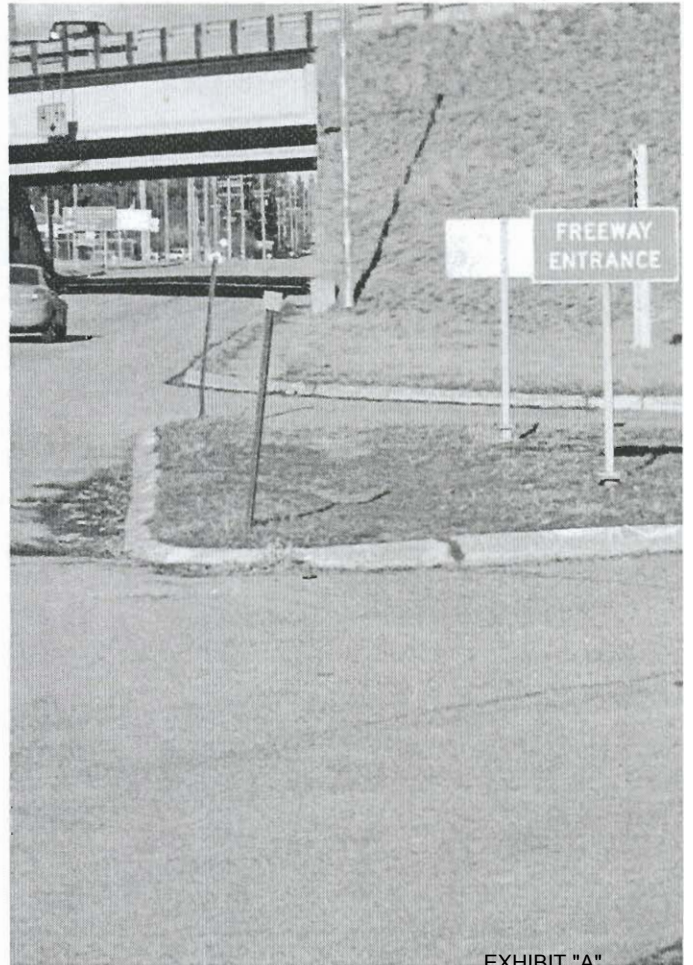
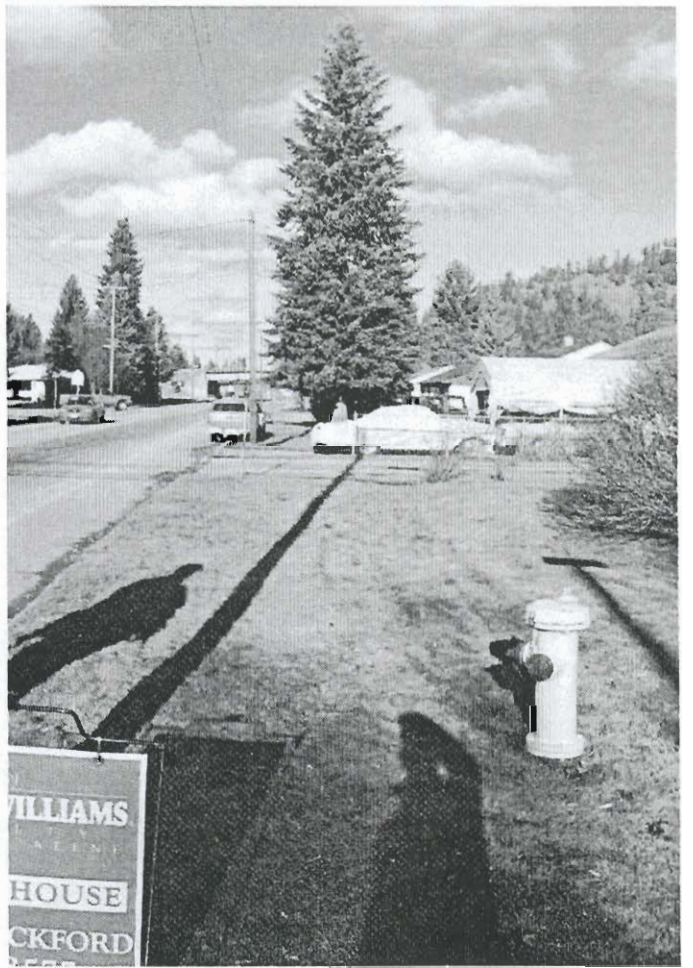
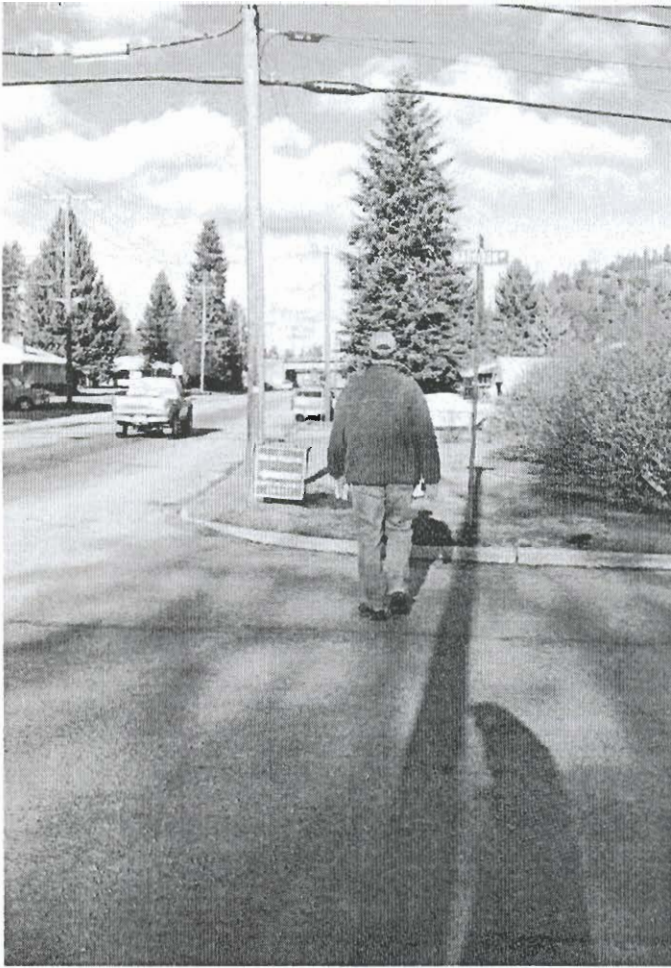




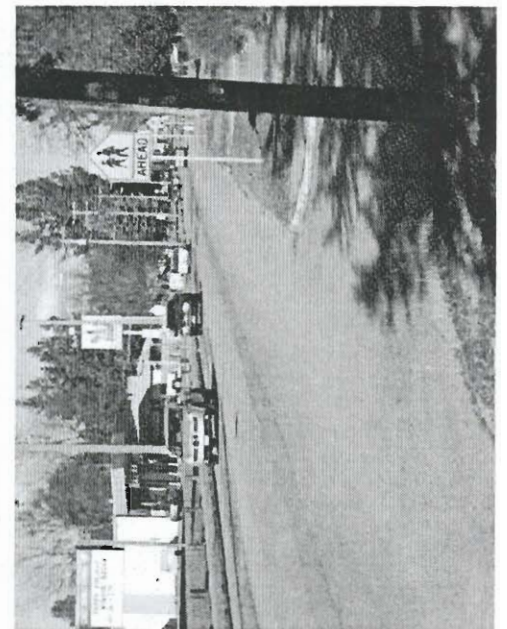
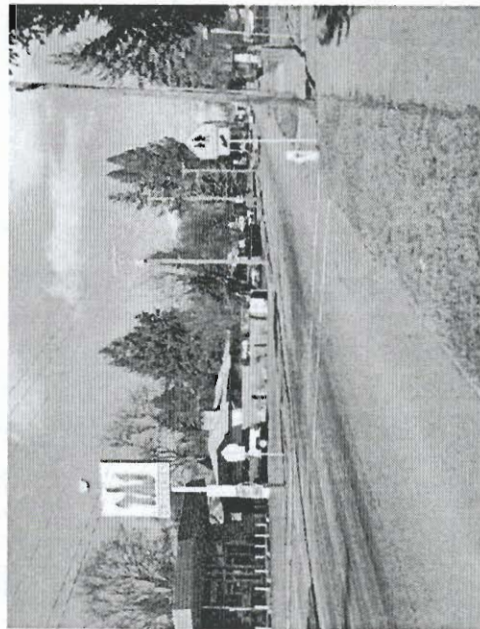
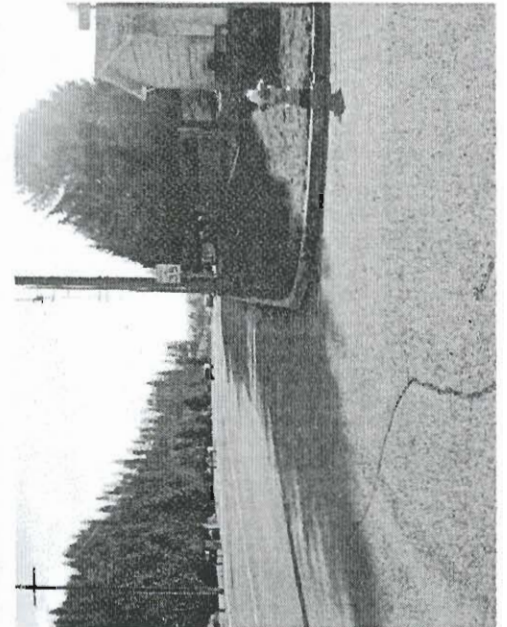
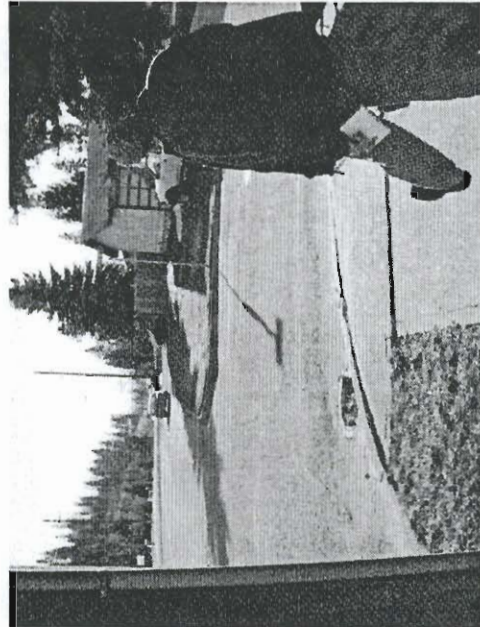
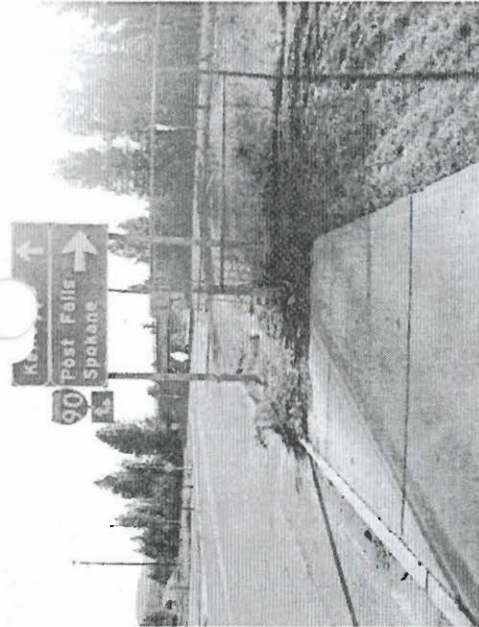
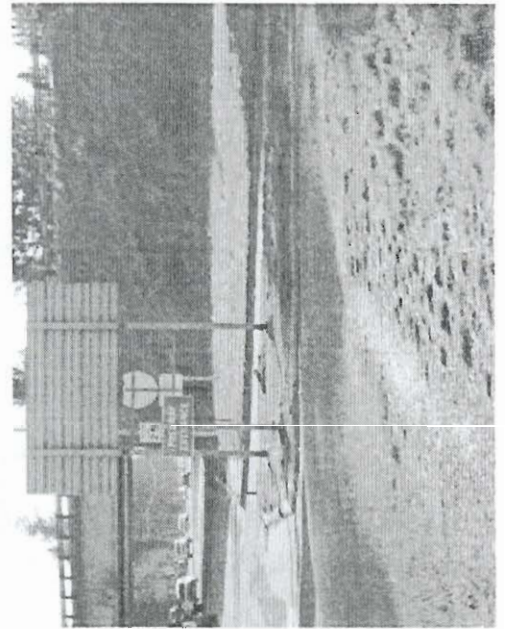
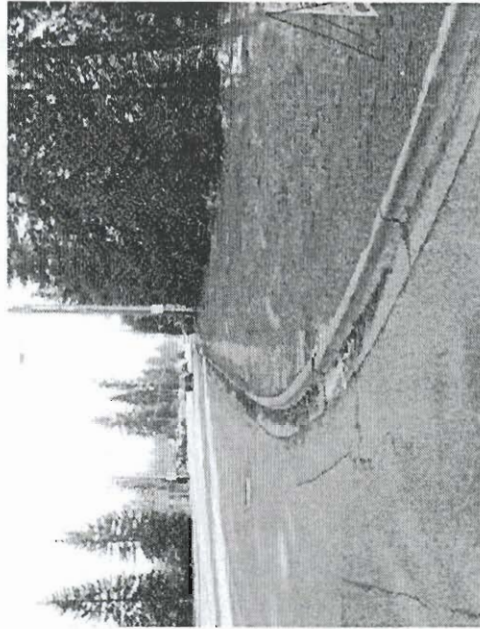
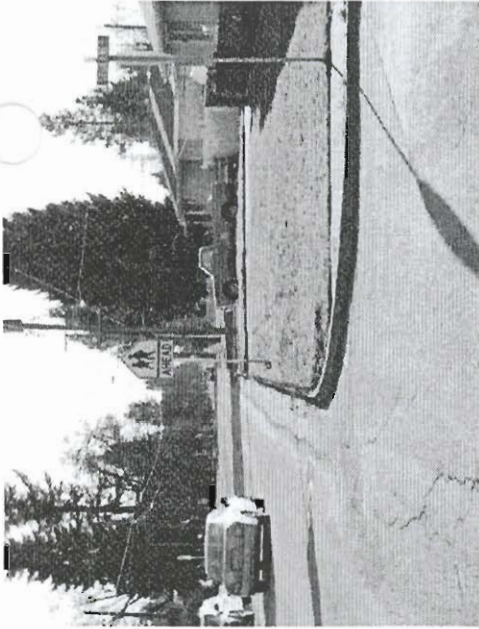












OTHER BUSINESS

## GENERAL SERVICES COMMITTEE

**DATE:** October 8, 2007  
**FROM:** Susan Weathers, Director of Municipal Services  
**SUBJECT:** Amending the Precinct Boundary Descriptions

---

### **DECISION POINT:**

Would the City Council approve Council Bill No. 07-1040 amending the description of the City's precinct boundaries?

### **HISTORY:**

Prior to each City election, a review is completed by the City Surveyor of the existing descriptions of the City's Precinct Boundaries.

Included in Council Bill No. 07-1040 are the precincts that have been impacted by annexations/de-annexations to the City which have resulted in a change to the boundary descriptions.

### **FINANCIAL ANALYSIS:**

The cost for publishing and codifying the amendments to the precinct have been included in the Municipal Services Department budget.

### **PERFORMANCE ANALYSIS:**

By updating the precinct boundaries, it assures that voters will be listed correctly in the appropriate poll books for the upcoming election.

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

The General Services Committee recommends adoption of Council Bill No. 07-1040, amending the City's precinct boundaries.

COUNCIL BILL NO. 07-1040  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REPEALING SECTIONS 1.16.030, 1.16.050, 1.16.120, 1.16.150 AND 1.16.170 AND ADDING NEW SECTIONS 1.16.030, 1.16.050, 1.16.120, 1.16.150 AND 1.16.170 TO UPDATE THE BOUNDARIES OF THE VOTING PRECINCTS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; NOW, THEREFORE,

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

**SECTION 1.** *That Coeur d'Alene Municipal Code Section 1.16.030, entitled PRECINCT NO. 35, is hereby repealed and a new Section 1.16.030, entitled PRECINCT NO. 35, is hereby added as follows:*

**1.16.030: PRECINCT NO. 35:**

Precinct no. 35 shall include the following two areas located within the city limits:

1. Beginning at the intersection of Huetter Road and Maplewood Avenue; thence Northeasterly, Southeasterly, and North along the City limits to the North line of I-90; thence Southeasterly along the North line of I-90 to the City limits; thence South, Southeasterly, and South along the City limits to the Spokane River; thence Westerly along the Spokane River to the West City limits; thence North and East along the City limits to the point of beginning.
2. The RIVERSTONE WEST subdivision.

**SECTION 2.** *That Coeur d'Alene Municipal Code Section 1.16.050, entitled PRECINCT NO. 38, is hereby repealed and a new Section 1.16.050, entitled PRECINCT NO. 38, is hereby added as follows:*

**1.16.050: PRECINCT NO. 38:**

Precinct no. 38 shall include the following area located within the city limits: beginning at the intersection of Atlas Road and the Spokane International Railroad; thence North along Atlas Road to Hanley Ave. and the South line of Section 28, Township 51N, Range 4W, B.M.; Thence along the South line of Section 28, Westerly, Approximately ½ mile to the South ¼ corner of Section 28; Thence Northerly approximately one mile to the North ¼ corner of Section 28 at the Intersection of Prairie Ave. and Carrington Lane; Thence East along Prairie Avenue to Atlas Road; thence South



along Atlas Road to the north City limits; thence Following the City limits Easterly to Ramsey Road; thence South along Ramsey Road to Dalton Avenue; thence West approximately 2,400 feet; thence South to the Spokane International Railroad; thence Northwesterly along the Spokane International Railroad to the point of beginning.

**SECTION 3.** *That Coeur d'Alene Municipal Code Section 1.16.120, entitled PRECINCT NO. 46, is hereby repealed and a new Section 1.16.120, entitled PRECINCT NO. 46, is hereby added as follows:*

**1.16.120: PRECINCT NO. 46:**

Precinct no. 46 shall include the following area located within the city limits: beginning at the intersection of Honeysuckle Drive and Margaret Avenue; thence East along Margaret Avenue to 15th Street; thence North along 15th Street to Dalton Avenue; thence East along Dalton Avenue to the center of section 31, township 51N, Range 3W, B.M. at 17th Street; thence South along the west line of Cumberland Meadows Subdivision to the southwest corner thereof; thence East along the south line of Cumberland Meadows Subdivision to the east City limits; thence South along the east City limits to Thomas Lane; thence West along Thomas Lane to 15th Street; thence South along 15th Street to Davis Avenue; thence West along Davis Avenue to Honeysuckle Drive; thence Northwesterly along Honeysuckle Drive to the point of beginning.

**SECTION 4.** *That Coeur d'Alene Municipal Code Section 1.16.150, entitled PRECINCT NO. 49, is hereby repealed and a new Section 1.16.150, entitled PRECINCT NO. 49, is hereby added as follows:*

**1.16.150: PRECINCT NO. 49:**

Precinct no. 49 shall include the following area located within the city limits: beginning at the intersection of 15th and Thomas Lane; thence South along 15th Street to Satre Avenue; thence East along Satre Avenue to 19th Street; thence South along 19th Street to Nettleton Gulch Road; thence East along Nettleton Gulch Road to the east City limits; thence North, East, North, East, and North along the City limits to Thomas Lane; thence West along Thomas Lane to the point of beginning.

**SECTION 5.** *That Coeur d'Alene Municipal Code Section 1.16.170, entitled PRECINCT NO. 51, is hereby repealed and a new Section 1.16.170, entitled PRECINCT NO. 51, is hereby added as follows:*

**1.16.170: PRECINCT NO. 51:**

Precinct no. 51 shall include the following area located within the city limits: bounded on the North by I-90, on the South by U.S. Highway 95, on the East by Government Way, on the Southwest by the City limits and on the West by the Northerly, Easterly, and Southerly lines of the RIVERSTONE WEST subdivision.



**SECTION 6.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 7.** Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

**SECTION 8.** The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

This ordinance shall take effect and be in full force upon its passage, approval and publication in one (1) issue of the Coeur d'Alene Press, a newspaper of general circulation published within the City of Coeur d'Alene and the official newspaper thereof.

APPROVED by the Mayor this 2<sup>nd</sup> day of October, 2007.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Updating the Boundaries of the Voting Precincts

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REPEALING SECTIONS 1.16.030, 1.16.050, 1.16.120, 1.16.150 AND 1.16.170 AND ADDING NEW SECTIONS 1.16.030, 1.16.050, 1.16.120, 1.16.150 AND 1.16.170 TO UPDATE THE BOUNDARIES OF THE VOTING PRECINCTS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

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Susan K. Weathers, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Updating the Boundaries of the Voting Precincts, 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 2<sup>nd</sup> day of October, 2007.

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Warren J. Wilson, Chief Deputy City Attorney

# PUBLIC HEARINGS

**CITY COUNCIL  
STAFF REPORT**

**TO:** Mayor and City Council  
**FROM:** Wes Somerton – Chief Criminal Deputy City Attorney  
**DATE:** September 27, 2007

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Noise Abatement Appeal Hearing Procedure

Mr. Anthony Serticchio appeals the decision of the Noise Abatement Board that sustained the noise abatement violation he received on June 29, 2007.

This is an Appeal de novo which means this body will hear the same testimony and evidence that was presented to the Noise Abatement Board, and apply the law without deference to the Noise Abatement Board's ruling.

It is this body's responsibility to hear all the pertinent data and make a binding determination on the parties involved.

This hearing will be conducted in the following manner.

Mr. Serticchio will present his arguments and basis to justify dismissing the noise abatement violation he received on June 29<sup>th</sup>, 2007.

Once Mr. Serticchio has testified, Officer Lee Morgan, Coeur d'Alene Police Department will testify.

You may ask questions based on the information presented to you by Mr. Serticchio and Officer Morgan.

After both parties have presented their testimony, and you have concluded with your questions you will deliberate to reach a decision.

The following are the relevant criteria from the noise abatement code to assist you in reaching a determination in this matter.

- C. Unlawful Amplification: It shall be unlawful for any person to operate or permit the operation of any sound amplification system on a street, highway, alley, sidewalk, parking lot, driveway, park, beach, motor vehicle or public right of way, within the city limits of Coeur d'Alene, in such a manner as to disturb the peace, quiet or comfort of a reasonable person and/or so that the sound is plainly audible at a distance of fifty feet (50') or more from the sound amplification system.

D. Content Of Sound Not Considered: The content of the sound shall not be considered when determining a violation of this section.

After your deliberations you will need to make findings of facts and conclusions and render a final decision in this matter.

Proposed Findings of Fact:

1. The appeal hearing was held on October 2, 2007, where Coeur d'Alene Reserve Officer L. Morgan and Appellant Mr. Serticchio testified;
2. The citation was issued by Coeur d'Alene Reserve Police Officer L. Morgan on June 29, 2007 at about 19:15 hours (7:15 pm);
3. The alleged violation took place on or about 1<sup>st</sup> Street and Sherman Ave, Coeur d'Alene, Kootenai County, Idaho;
4. Officer Morgan identified the suspected violator by the violator's Idaho driver's license, as Anthony P. Serticchio;
5. Officer Morgan heard what sounded like a loud bass speaker for about 15 seconds before he saw the car which was making the sound;
6. When Officer Morgan first saw the car which was making the sound it approximately 75 feet away;
7. Mr. Serticchio stated "I have the cheapest subs, I want a warning";
8. Mr. Serticchio timely requested an appeal hearing;
9. In Mr. Serticchio's appeal letter he states "I do pled [sic] guilty for having my bass hit to [sic] loud."
10. The appeal hearing before the Noise Abatement Board was timely held on July 19, 2007;
11. Mr. Serticchio timely requested an appeal before the City Council;
12. The noise abatement ordinance has been in full force and effect since 2003 and the ordinance was properly published in the newspaper;
13. The ordinance has been aggressively enforced by the Coeur d'Alene police department since 2003
14. Additional Findings:
  15. The following documents are attached to the findings of fact and have been reviewed by the city council:
    - a. citation #2695
    - b. Mr. Serticchio's request for an appeal hearing dated July 9, 2007;
    - c. City Clerk letter dated July 10, 2007 setting the Noise Abatement Board appeal hearing;
    - d. The written decision of the Noise Abatement Board from the appeal hearing held July 19, 2007;
    - e. City Clerk letter dated August 8, 2007 setting the appeal before the City Council;

- f. Mr. Serticchio's letter of August 21, 2007 requesting the appeal hearing to be held on October 2, 2007;
- g. City Code 5.24.030 Noise Abatement.

Proposed Conclusions:

That the ordinance was/ was not in full force and effect on June 29, 2007;

That the appeal hearings were/ were not timely requested and timely held;

Officer Morgan was greater than/ less than 50 feet from Mr. Serticchio's car when the Bass audio was heard.

The sound coming from Mr. Serticchio's car was/ was not plainly audible at a distance of fifty (50') or more from the sound amplification system.

Proposed Order

Based on the stated findings of fact and conclusions we sustain/ reverse the order of the Noise Abatement Board.

Limitations on the City Council's final order: You have only two choices in rendering your decision.

- 1) Sustain the Noise Abatement Board's order (meaning you are upholding the ticket and Mr. Serticchio will have to pay the fine amount); or
- 2) Reverse the Noise Abatement Board's order (meaning you are voiding the citation).

Appellant's request for a warning is not within the relief you may grant in this appeal.

Mayor: I authorize the City Attorney to prepare a written order consistent with the findings, conclusion and order of the City Council and send that to the parties.

**5.24.030: NOISE ABATEMENT:**

A. Purpose: The purpose of this section is the protection of health, safety, welfare, and quality of life of the citizens of Coeur d'Alene. It is determined that sound can and does constitute a hazard to the health, safety, welfare, and quality of life of residents of the city. The mayor and council, by way of Idaho Code section 50-308, are empowered to impose reasonable limitations and regulations upon the production of sound to reduce the harmful effects thereof. Now, therefore, it is hereafter the policy of this city to prevent and regulate sound generated by loud amplification devices wherever it is deemed to be harmful to the health, safety, welfare, or quality of life of

the citizens of the city, and this section shall be liberally construed to effectuate that purpose.

- B. Definitions: All terms used in this section shall, for the purpose of this section, have the following meanings:

AUDIBLE SOUND: Any sound for which the information content of that sound is transferred to the listener, such as, but not limited to, understanding of spoken speech, comprehension of whether a voice is raised or normal, or comprehension of musical rhythms.

PLAINLY AUDIBLE: Any audible sound that can be detected by a person using his or her unaided hearing faculties.

SOUND AMPLIFICATION SYSTEM: Any radio, tape player, compact disc player, loudspeaker or any other electrical or mechanical device used for the amplification of sound.

- C. Unlawful Amplification: It shall be unlawful for any person to operate or permit the operation of any sound amplification system on a street, highway, alley, sidewalk, parking lot, driveway, park, beach, motor vehicle or public right of way, within the city limits of Coeur d'Alene, in such a manner as to disturb the peace, quiet or comfort of a reasonable person and/or so that the sound is plainly audible at a distance of fifty feet (50') or more from the sound amplification system.
- D. Content Of Sound Not Considered: The content of the sound shall not be considered when determining a violation of this section.
- E. Violations: A first violation of subsection C of this section shall constitute a civil violation and a charge of seventy five dollars (\$75.00) will be assessed, payable at the city cashier's office within thirty (30) days of a citation. A second violation of subsection C of this section shall constitute a civil violation and a charge of one hundred fifty dollars (\$150.00) will be assessed, payable at the city cashier's office within thirty (30) days of a citation. A third or subsequent violation of subsection C of this section shall be a misdemeanor and shall be punishable as provided in section 1.28.010 of this code.
- F. Appeal To Noise Abatement Board: A person wanting to file an appeal of a civil assessment shall make a written application, upon a form prescribed by the city, within ten (10) days of the issuance of the civil assessment.
1. The noise abatement board shall hear such appeal within thirty (30) days after filing by the appellant.
  2. Should the petitioner request a hearing within such ten (10) day period, the applicant shall be notified in writing by the city clerk of the time and place of the hearing.



3. The board will make a written decision within ten (10) days of hearing the appeal.
  4. A majority of the members of the noise abatement board must agree that the petitioner fits within defined conduct of subsection C or D of this section.
  5. A fee for the costs of processing any appeal shall be set by resolution of the city council and shall be paid at the time of filing the appeal or the appeal will not be deemed perfected.
- G. Appeal Of Determination To City Council: Any person aggrieved by a final determination of the noise abatement board shall have the right of further appeal to the city council.
1. An appeal to the city council must be made within ten (10) days after receiving written notice of the decision by the noise abatement board.
  2. Filing an appeal to the city council shall be made by a written application, upon a form prescribed by the city.
  3. Upon accepting an appeal application to the city council, the city's designee will file the appeal with the city clerk for scheduling before the city council.
  4. The city council shall hear all pertinent data and make a binding determination on the parties involved.
- H. Nonpayment: Nonpayment of any civil assessment shall constitute a misdemeanor punishable as provided in section 1.28.010 of this code.
- I. Amplified Sound Systems Allowed: Nothing in this section shall prohibit the mayor and/or council from allowing amplified sound systems to be operated pursuant to reasonable criteria established by other sections of this code, permit, resolution or other ordinance. Nor shall this section apply to emergency vehicles or city vehicles being operated in their work and/or designated capacity.
- J. Board Created: The noise abatement board shall be created by appointment of five (5) members, all of whom shall be appointed and confirmed pursuant to Idaho Code section 50-210. The mayor shall appoint the board members for terms ranging from one to three (3) years on the initial board to achieve staggered terms and for terms of three (3) years thereafter. All board members must be residents of the city of Coeur d'Alene. At least one board member must be a member of the Downtown Association. Vacancies may be filled by appointment of a successor for the unexpired term. Appointees to vacancies and to succeeding terms shall meet the same qualifications as initial members.

City Council  
Coeur d'Alene, ID

August 21, 2007

Attention Susan:

I would like to attend the City Council meeting on October 2 to address the violation I received on noise control.

Thank you,

A handwritten signature in cursive script that reads "Tony Serticchio" followed by the date "8/21/07". The signature is written in black ink.

Tony Serticchio  
(858) 735-2632  
(208) 667-8158



CITY OF COEUR D'ALENE

MUNICIPAL SERVICES DEPARTMENT  
OFFICE OF THE CITY CLERK

CITY HALL, 710 E. MULLAN  
COEUR D'ALENE, IDAHO 83816-3964  
208/769-2231  
FAX (208)769-2388

August 8, 2007

Tony Serticchio  
725 E. Gregory Ln.  
Coeur d'Alene, ID 83815

RE: Appeal Hearing - Citation 2695

Dear Mr. Serticchio:

The City Council has scheduled your appeal hearing for September 18, 2007. The Council meeting begins at 6:00 p.m. and is held in the Council Chambers located at City Hall at 710 E. Mullan Avenue, Coeur d'Alene, Idaho.

The appeals hearing process is similar to the process you experienced at the Noise Abatement Appeals Board hearing whereby staff will present their information and then you will have an opportunity to present your information. At the conclusion of the hearing, the Council will render their final decision.

If you have any further questions, or if I may be of any further assistance, please feel free in contacting me.

Susan K. Weathers, CMC  
City Clerk

Aug. 21, 2007 11:45AM.  
Called to remind  
Tony to send letter  
requesting hearing to be  
continued to Oct. 2<sup>nd</sup>  
Kimberly said she would  
have Tony fax it to me  
by 3:00pm today

Aug. 10, 2007 10:10AM  
Tony called and  
said he cannot attend  
the Sept. 18<sup>th</sup> hearing, and  
requested the hearing be  
continued to Oct. 2<sup>nd</sup>  
10:15AM

Returned a call to Tony -  
Spoke with his mother informing  
her that he needs to send  
me a written request to postpone  
hearing. She said she will let  
him know.  
Susan K.

## WEATHERS, SUSAN

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**From:** Serticchio, Kimberly [kserticchio@fadv.com]

**Sent:** Thursday, July 19, 2007 2:44 PM

**To:** WEATHERS, SUSAN

I need to schedule an appointment with the city council. I violated code 5.24.030. I had a meeting with the board meeting on 7/19/2007. They kept my citation active. I still want to appeal this case. I checked the ordinance on this case, and the next step is to have a meeting with the city council. To schedule an appointment please contact me at: (858)735-2632. my name is Tony Serticchio. My address is 725 E. Gregory Ln. Coeur d'Alene, 83815. Thank you very much.

Kimberly Serticchio  
Project Coordinator, Automotive Services  
**First Advantage CREDCO**  
Ph - 208-667-8158  
Fx - 208-664-4647  
[kserticchio@fadv.com](mailto:kserticchio@fadv.com)  
[www.FADV.com](http://www.FADV.com) [www.FADVcredco.com](http://www.FADVcredco.com)

Want to increase sales? Check out [www.barnoneleads.com](http://www.barnoneleads.com)



CITY OF COEUR D'ALENE  
OFFICE OF THE CITY ATTORNEY

816 SHERMAN AVENUE, SUITE 4

COEUR D'ALENE, ID 83816  
(208)769-2323 FAX:(208)769-2326  
www.coeurdaleneidaho.org

July 19, 2007

Mr. Anthony Serticchio  
725 E. Gregory Lane  
Coeur d'Alene ID 83815

RE: Noise Abatement Citation 2695

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Dear Mr. Serticchio:

Pursuant to your written request, your Appeal for the above referenced Noise Abatement Citation to the Noise Abatement Board was held July 19, 2007.

At that time, the Board listened to the Officers Morgan and Ennis who issued you Citation No. 2695, and the Board listened to your presentation in defense of the allegations contained within Citation No. 2695. After due consideration and deliberation, the Noise Abatement Board has determined you have violated Ordinance 5.24.030, subsection C, and is denying your appeal.

Pursuant to the denial of your appeal, you will need to pay the \$75.00 no later than July 20, 2007, in order to avoid possible misdemeanor charges.

Additionally, pursuant to City of Coeur d'Alene Ordinance 5.24.030, subsection G, you have the right to appeal this decision to the City Council. This appeal must be made within **TEN** (10) days after receiving written notice of this decision.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script, reading "Anna M. Eckhart". The signature is fluid and elegant, with a large initial 'A' and 'E'.

Anna M. Eckhart  
Deputy City Attorney

Cc: Noise Abatement Board Members  
Susan K. Weathers, CMC  
Municipal Services Director/City Clerk

# Antony Serticchio's case.

Dear city Council,

7-9-07

My name is Tony Serticchio, I ~~was~~ just recently was sighted by a officer of <sup>the</sup> law for A sound violation. Now after discussing the rules with officer Maryon, I learned that its inappropriate to play loud music along Sherman. Its a nuisance for the ~~best~~ tourist.

I've study'ed the Idaho Drivers Manual; page for page, And saw nothing about music being to loud.

I checked my owner's manual for the subwoofers I paid for my self, to see if there was any restrictions, that as well did not inform me of any

such noise law. I'm curintly ~~unemployed~~ unemployed & sense my disability has damaged my toes. @ Driving is one thing I love to do to pass by my day.



I do plead guilty for having my Bass hit to loud. But in all respect and honor for the State of Idaho I had no such knowledge of any law inforsing me to decrease my Subwoofers during forest Season. In Conclusion leaving me with a warning would be just as effective as fining me. I'd be obligated to respect the law of noise control.

Sincerely,

Phone #

(858) 735-2632

~~Jerry Fectich~~

7-9-07

725 E. Gregory Ln.

GDA, ID 83815

~~bb~~

bb

ticket 2695

**City of Coeur d' Alene Citation**  
**Violation of Coeur d' Alene Ordinance**

No. 2695

Plaintiff: CITY OF COEUR D' ALENE

DR# \_\_\_\_\_

DL# SS#: CC219245 I D.O.B.: 11-07-1978

Defendant: Serticchio, Antony P Phone # (H): 258-735-2632

Address: 725 F Gregori LN Phone # (W): \_\_\_\_\_

City: Coeur d'Alene State: ID Zip: 83815

Race: W Sex: M Ht: 6-0 Wt: 175 Eyes: Bro Hair: Bro

YOU ARE ADVISED THAT ON THE 29<sup>th</sup> DAY OF June, 20 07  
At 1915 hours, the following violation of a Coeur d' Alene Ordinance was observed  
by the undersigned Officer, To Wit:

VIOLATION #1: Noise Abatement FINE: 75.00  
5.24.030  
Code Section

VIOLATION #2: \_\_\_\_\_ FINE: \_\_\_\_\_

Code Section  
TOTAL DUE: 75.00

LOCATION OF INCIDENT: 1st + Sherman Ave.  
IN THE CITY OF COEUR D' ALENE, COUNTY OF KOOTENAI, IDAHO

This is a citation and you are hereby assessed a fine for each violation, payable to the City of Coeur d' Alene at the City Cashier's Office, 710 Mullan, Coeur d' Alene, ID 83815. All assessments must be paid within thirty (30) days from the above date of issue to avoid a misdemeanor charge being filed.

Animal Control citations are payable to the City of Coeur d' Alene Police Department, 3818 Schreiber Way, Coeur d' Alene, ID 83815.

A defendant may contest this citation by filing notice with the City Clerk within ten (10) days of the above date of issue. This does not apply to Animal Control Citations or swimming/diving citations.


D. Morgan  
(Officer Signature)

X Refuse to Sign!  
(Defendant Signature)

I HEREBY ACKNOWLEDGE SERVICE OF THE ABOVE CITY OF COEUR D' ALENE ORDINANCE VIOLATION.

Remarks: 5659N Idaho Plate Green  
Jeep Cherokee

CITY COUNCIL  
Staff Report

**DATE:** October 2, 2007  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** V-07-2, Vacation of a Portion of Excess Seltice Way Right-of-Way  
Adjoining the Southerly Boundary of the Coeur d'Alene Honda Auto  
Dealership.

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**DECISION POINT:**

The applicant, Coeur d'Alene Honda, is requesting the vacation of thirty feet (30') of excess r/w along their southerly property frontage on Seltice Way.

**HISTORY:**

The four (4) lane divided highway known as Seltice Way was originally constructed as US Highway 10, and originated in 1926. The portion from the Washington state line to CdA was replaced by I-90 in 1971. The right-of-way width adjoining the subject property appears to vary in width from 265' – 275', and, has three (3) median breaks located in the segment.

**FINANCIAL ANALYSIS:**

There is no cost to the City, and, approximately 26,000 sq.ft. would be removed from tax exempt status and added to the County as taxable.

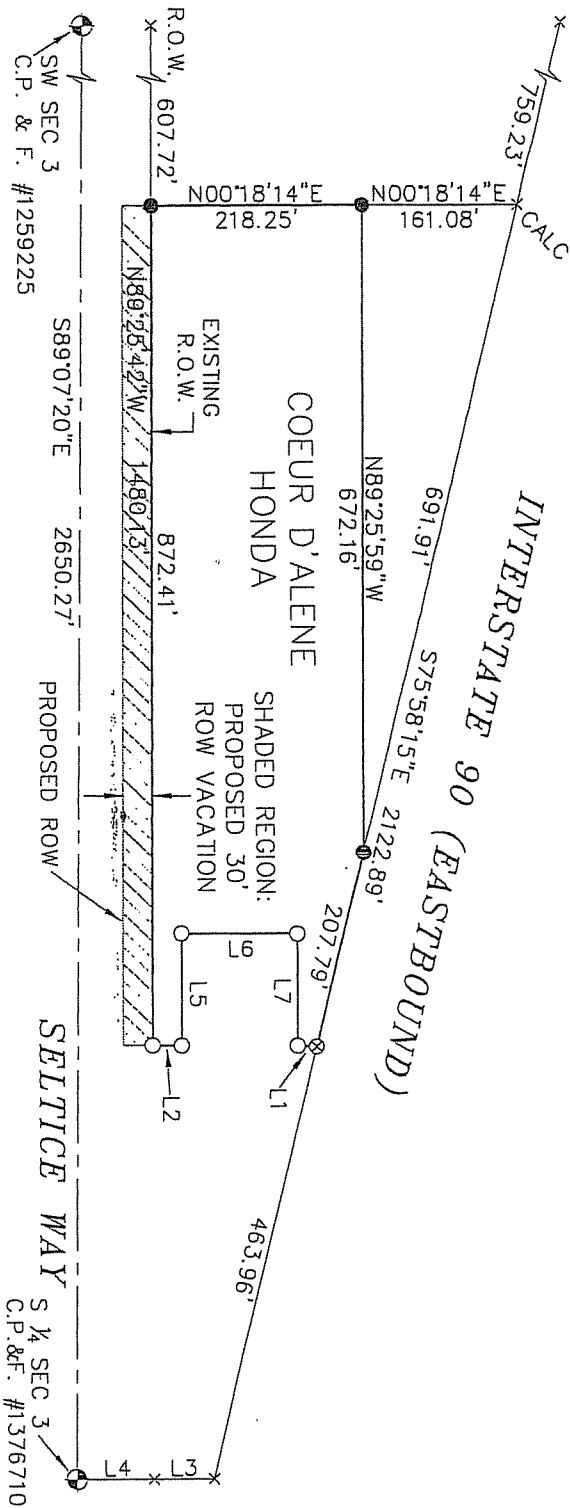
**PERFORMANCE ANALYSIS:**

The applicant desires to enlarge the auto sales operation on the subject property, and construct a new automobile sales facility (drawing attached) on the westerly portion of their site. Vacation of the requested thirty foot (30') portion of r/w would facilitate this process. The existing conditions at the subject property are two (2) westbound 12' travel lanes with a curb adjacent eight foot (8') sidewalk.

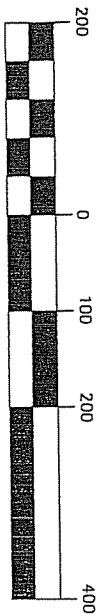
The vacation request, although substantial, would still retain between 8'–10' of right-of-way behind the existing sidewalk. Although the future of the Seltice Way corridor is unknown, it is reasonable to assume that it will not grow beyond the existing four (4) lane w/ median configuration.

**SUMMARY:**

Coeur d'Alene Honda is requesting the vacation of thirty feet (30') of excess Seltice Way right-of-way along the southerly boundary of their auto sales facility. The four lane divided highway section has a r/w width at the subject property that varies from 265'-275', with approximately forty feet (40') of r/w situated behind the existing sidewalk. Vacation of the requested r/w would provide for additional area to be utilized in the expansion of the auto sales facility site, and, would still allow provide 8'-10 feet of remainder r/w should it be necessary. Site development would result in the relocation of access approaches, which would be desirable from an engineering and safety standpoint.



| LINE | LENGTH | BEARING      |
|------|--------|--------------|
| L1   | 20.00  | S02°37'41"W  |
| L2   | 30.00  | S00°50'42"W  |
| L3   | 61.99  | N00°10'05"E  |
| L4   | 79.23  | N00°10'05"E  |
| L5   | 116.86 | S89°29'32"E  |
| L6   | 119.97 | S00°32'52"W  |
| L7   | 116.86 | NB89°29'32"W |



TITLE: EXHIBIT OF PROPOSED  
30' RIGHT OF WAY VACATION  
OF SELTICE WAY AT COEUR D'ALENE HONDA

SCALE: 1"=200' DATE: 8/10/07 FILE: C324-ROS2

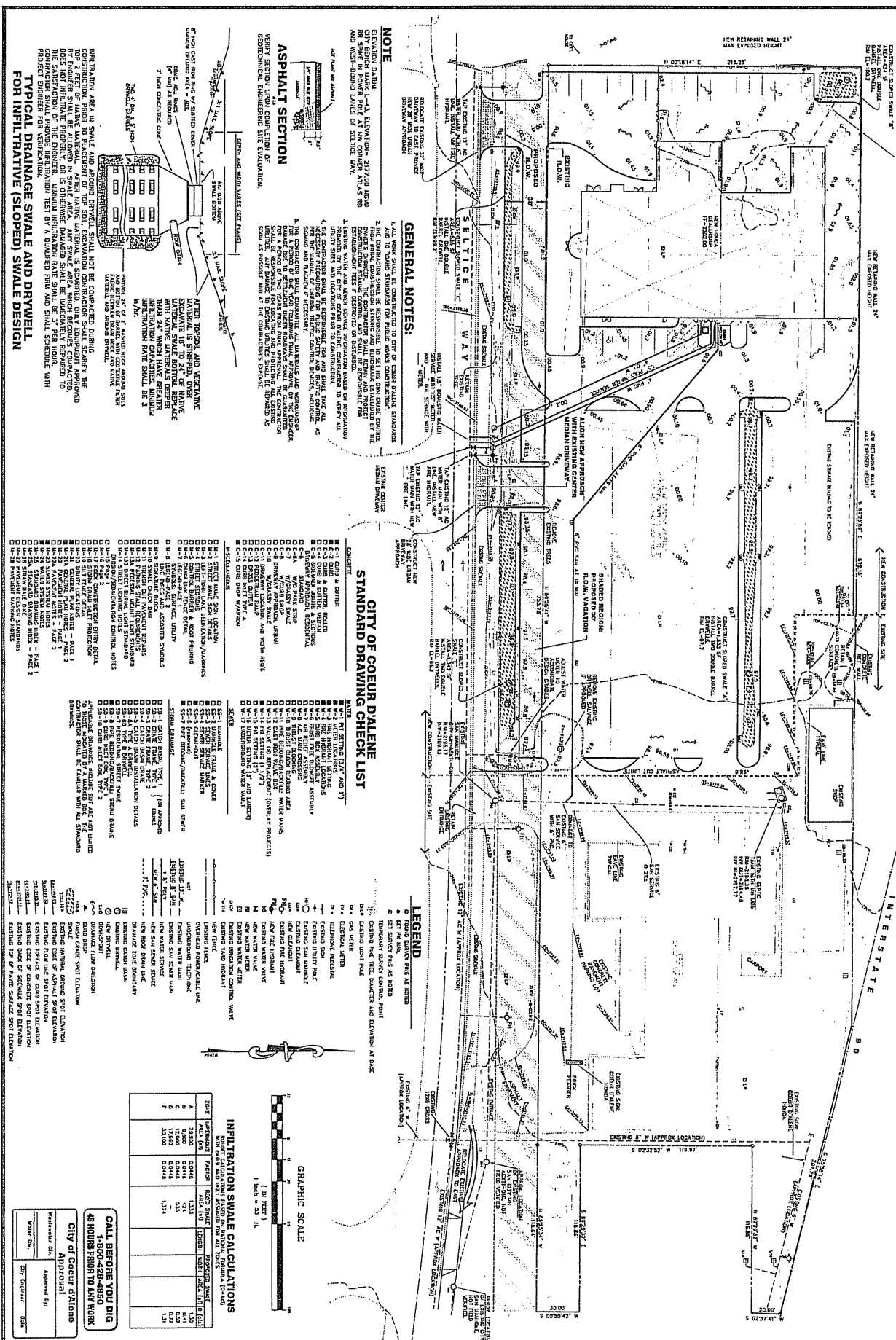
**FRAME & SMETANA, PA**  
Consulting Engineers

603 North 4th Street, Coeur d'Alene, Idaho, 83814  
Ph. (208)664-2121/Fax: 765-5502/ Email: smetana@adelphia.net

**FS**

SHEET  
1 OF 1

**COEUR D'ALENE HONDA**  
**WATER, SEWER, GRADING AND DRAINAGE PLAN**  
 IN A PORTION OF THE SE<sub>4</sub> OF SEC. 3, T.50N., R.4W., B.M.,  
 IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



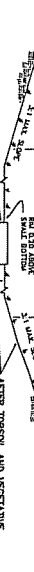
**NOTE**

1. ALL WORK SHALL BE CONFORMANT TO CITY OF COEUR D'ALENE STANDARDS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE TO SET HIS OWN GRADE CONTROL SYSTEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ESTABLISHMENT OF ALL GRADE CONTROL SYSTEMS.
3. THE CONTRACTOR SHALL MAINTAIN ALL UTILITIES AND REPAIRS TO ALL UTILITIES UNDER HIS CONTROL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES UNDER HIS CONTROL.
4. THE CONTRACTOR SHALL MAINTAIN ALL UTILITIES AND REPAIRS TO ALL UTILITIES UNDER HIS CONTROL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES UNDER HIS CONTROL.

**GENERAL NOTES:**

1. ALL WORK SHALL BE CONFORMANT TO CITY OF COEUR D'ALENE STANDARDS.
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**ASPHALT SECTION**



**TYPICAL DRAINAGE SWALE AND DRYWELL FOR INFILTRATIVE (SLOPED) SWALE DESIGN**



INfiltration area in swale and around drywell shall not be compacted during construction. The drywell shall be constructed of 12\"/>

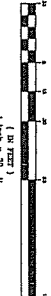
**CITY OF COEUR D'ALENE STANDARD DRAWING CHECK LIST**

- 1. ALL WORK SHALL BE CONFORMANT TO CITY OF COEUR D'ALENE STANDARDS.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE TO SET HIS OWN GRADE CONTROL SYSTEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ESTABLISHMENT OF ALL GRADE CONTROL SYSTEMS.
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**LEGEND**

- 1. ALL WORK SHALL BE CONFORMANT TO CITY OF COEUR D'ALENE STANDARDS.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE TO SET HIS OWN GRADE CONTROL SYSTEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ESTABLISHMENT OF ALL GRADE CONTROL SYSTEMS.
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**GRAPHIC SCALE**



**INFILTRATION SWALE CALCULATIONS**

| TYPE | LENGTH (FEET) | WIDTH (FEET) | DEPTH (FEET) | AREA (SQ. FEET) | VOLUME (CU. FEET) |
|------|---------------|--------------|--------------|-----------------|-------------------|
| A    | 100           | 4            | 1.5          | 600             | 900               |
| B    | 100           | 4            | 1.5          | 600             | 900               |
| C    | 100           | 4            | 1.5          | 600             | 900               |
| D    | 100           | 4            | 1.5          | 600             | 900               |
| E    | 100           | 4            | 1.5          | 600             | 900               |

**CALL BEFORE YOU DIG**  
 1-800-428-4950  
 48 HOURS PRIOR TO ANY WORK

City of Coeur d'Alene  
 Approved By: \_\_\_\_\_  
 Date: \_\_\_\_\_

**CITY COUNCIL  
STAFF REPORT**

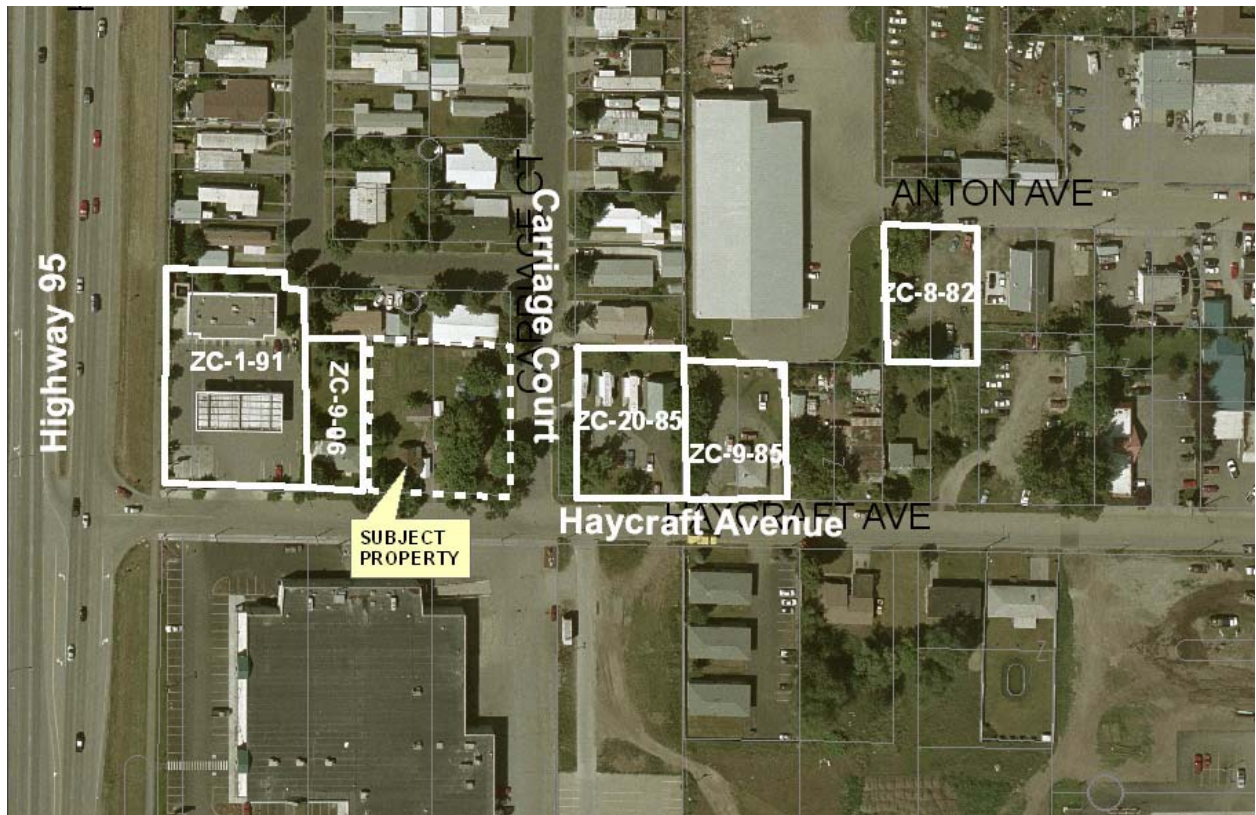
FROM: JOHN J. STAMOS, ASSOCIATE PLANNER  
DATE: OCTOBER 2, 2007  
SUBJECT: ZC-11-07 – ZONE CHANGE FROM R-12 TO C-17L  
LOCATION +/- 10,367 SQ. FT. PARCEL AT 304 & 306 W. HAYCRAFT AVENUE

**DECISION POINT:**

Michael and Linda Gunderson are requesting a Zone Change from R-12 (residential at 12 units per gross acre) to C-17L (Commercial Limited at 17 units/acre) at 304 & 306 West Haycraft Avenue.

**SITE PHOTOS:**

A. Site photo





B. Houses on subject property.

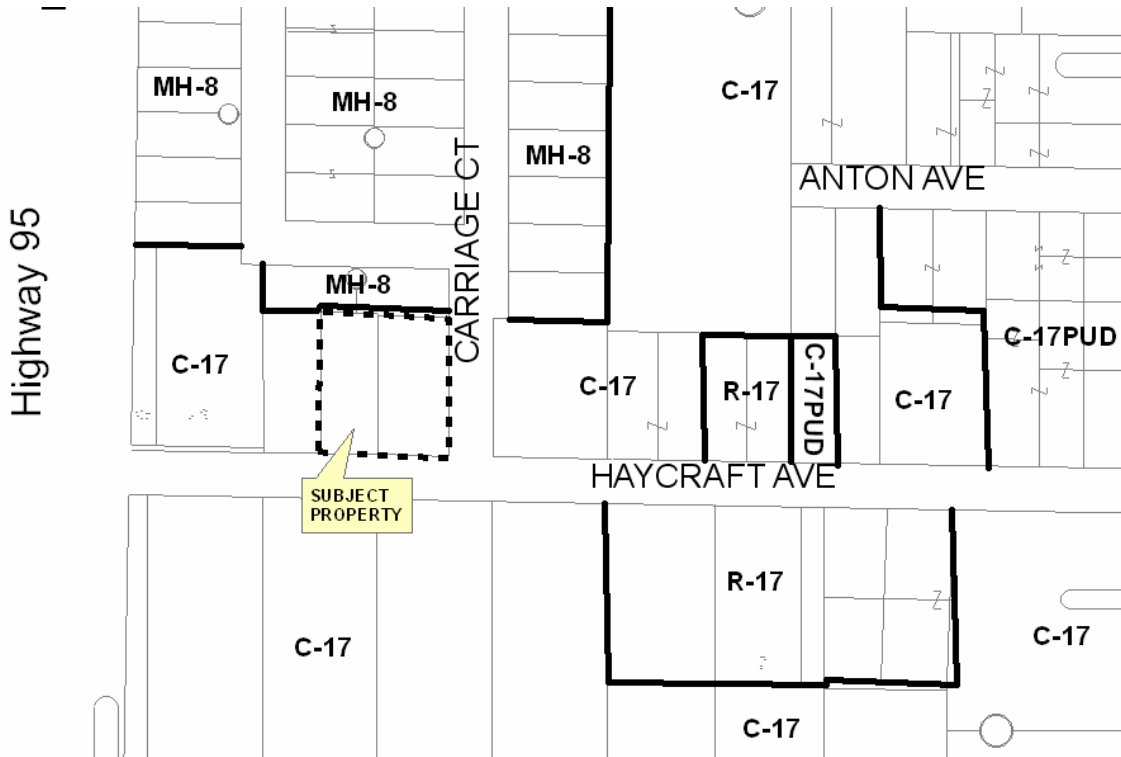


C. Carriage Court on east side of subject property

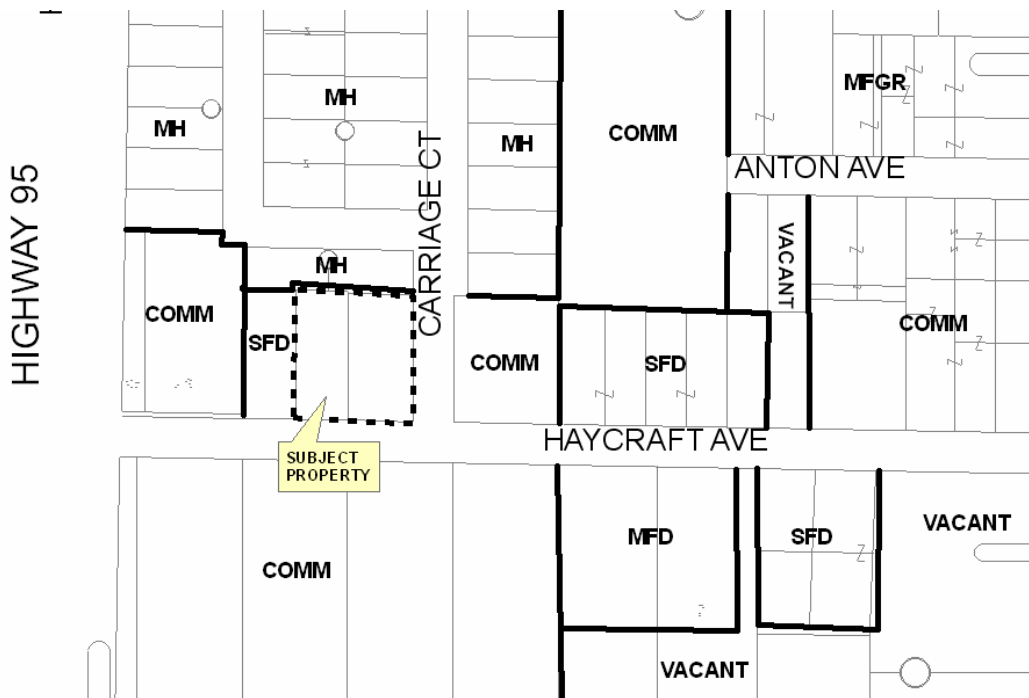


**GENERAL INFORMATION:**

A. Zoning:



B. Generalized land use pattern:





- C. Applicant/ Owner: Michael and Lynda Gunderson  
15509 Lofthill Drive  
La Mirada, CA 90638
- D. Land uses in the area include residential - single-family, mobile homes and multi-family, commercial – retail sales and service, manufacturing and vacant land.
- E. The subject property contains a single-family dwelling.
- F. Previous actions on surrounding property (See page 1):
1. ZC-8-82 R-17 to C-17
  2. ZC-9-85 R-12 to C-17
  3. ZC-20-85 R-12 to C-17
  4. ZC-1-91 R-12 to C-17
  5. ZC-9-06 R-12 to C-17L
- G. The Planning Commission heard the request on August 28, 2007 and approved it by a 3-0 vote.

**PERFORMANCE ANALYSIS:**

- A. Zoning:

Approval of the zone change request would intensify the potential uses on the property by allowing commercial service uses on a parcel that now only allows residential and civic uses.

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

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

**Principal permitted uses:**

- 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 occupation.
- Community education.
- Essential service.
- Community assembly.
- Religious assembly.
- Public recreation.
- Neighborhood recreation.
- Automobile parking when serving an adjacent business or apartments.
- Hospitals/health care.
- Professional offices.
- Administrative offices.
- Banks and financial establishments.
- Personal service establishment.
- Group dwelling-detached housing.
- Handicapped or minimal care facility.

Child care facility.  
Juvenile offenders facility.  
Boarding house.  
Nursing/convalescent/rest homes for the aged.  
Rehabilitative facility.  
Commercial film production.

**Uses permitted by special use permit:**

Convenience sales.  
Food and beverage stores for off/on site consumption.  
Veterinary office or clinic when completely indoors.  
Commercial recreation.  
Hotel/motel.  
Remaining uses, not already herein permitted, of the C-17 District principal permitted uses.  
Residential density of the R-34 District density as specified.  
Criminal transitional facility.  
Noncommercial kennel.  
Commercial kennel.  
Community organization.  
Wireless communication facility.

The zoning and land use patterns for this area (See page 2) indicate C-17 zoning on both sides of Haycraft Avenue with a mix of commercial and residential uses. The subject property also abuts the Carriage Court mobile home subdivision which is zoned MH-8 and contains 30

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

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

The subject property is within the existing city limits.

The Comprehensive Plan Map designates this area as "T" (Transition). The subject property is in close proximity to Highway 95 which is designated as an "HIC" (High Intensity Corridor). Descriptions of these two designations are as follows:

**Transition Areas:**

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

- Protect and/or enhance the integrity of existing residential areas.
- Encourage lower intensity commercial service and manufacturing uses close or abutting major transportation routes.
- Encourage residential when close to jobs and other services.
- Discourage uses that are detrimental to neighboring uses.
- Encourage commercial clusters that will serve adjacent neighborhoods vs. city as a whole.

### **High Intensity Corridors:**

These are established as the primary areas where significant auto oriented community sales/service and wholesale activities should be concentrated.

- Encourage auto oriented commercial uses abutting major traffic corridors.
- The development should be accessible by pedestrian, bicycle, and auto.
- Residential uses may be allowed but not encouraged. Low intensity residential uses are discouraged.
- Encourage manufacturing/warehousing uses to cluster into districts served by major transportation corridors.
- Arterial /collector corridors defined by landscaping/street trees.
- Development may be encouraged to utilize large areas adjacent to these transportation corridors.

### **In reviewing all projects, the following should be considered:**

Page 28 – All requests for zone changes, special use permits etc., will be made considering, but not limited to:

1. The individual characteristics of the site;
2. The existing conditions within the area, and
3. The goals of the community.

### **Significant policies for consideration:**

- 4C: "New growth should enhance the quality and character of existing areas and the general community."
- 6A: "Promote the orderly development of land use at locations that are compatible with public facilities and adjacent land uses."
- 6A2: "Encourage high-intensity commercial development, including professional offices, to concentrate in existing areas so as to minimize negative influences on adjacent land uses, such as traffic congestion, parking and noise."
- 6A3: "Commercial development should be limited to collector and arterial streets."
- 15G: "City government should be responsive to the needs and desires of the citizenry."
- 42A: "The physical development of Coeur d'Alene should be directed by consistent and thoughtful decisions, recognizing alternatives, affects and goals of citizens"
- 42A2: "Property rights of citizens should be protected in land use decisions."
- 46A: "Provide for the safe and efficient circulation of vehicular traffic."
- 47C1: "Locate major arterials and provide adequate screening so as to minimize levels of noise pollution in or near residential areas."
- 51A: "Protect and preserve neighborhoods both old and new."
- 51A4: "Trees should be preserved and protected by support of the Urban Forestry Program and

indiscriminate removal discouraged.”

51A5: “Residential neighborhood land uses should be protected from intrusion of incompatible land uses and their effects.”

62A: “Examine all new developments for appropriateness in regard to the character of the proposed area. Inform developers of City requirements and encourage environmentally harmonious projects.”

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

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

**WATER:**

Water is available to the subject property.

Evaluation: The property is bordered with a 6” main in Haycraft and each lot has an existing service. Fire services may be required and can be supplied by the current mains.

Submitted by Terry Pickel, Assistant Water Superintendent

**SEWER:**

Public sewer is available.

Evaluation: Public sewer is available in Haycraft avenue and is of adequate capacity to support the applicants request for this zone change.

Submitted by Don Keil, Assistant Wastewater Superintendent

**STORMWATER:**

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

**TRAFFIC:**

There is no defined use for the subject property; therefore, traffic estimates cannot be generated. This proposed rezoning would, in theory, allow other uses that could generate additional traffic and any change in use and related traffic impacts are evaluated prior to issuance of building permits. The Development Impact Fee Ordinance requires any extraordinary traffic impacts to be mitigated by the applicant as a condition of permit issuance. Therefore, potential traffic impacts need not be addressed at this time.

**STREETS:**

The proposed subdivision is bordered by Haycraft Avenue to the south and Carriage Court to the east. The current right-of-way widths for both Haycraft Avenue and Carriage Court are fifty feet (50’) and do not meet City standards.

Evaluation: An additional five feet (5') of right-of-way on Haycraft Avenue must be granted prior to the final approval of the zone change request to allow for any future widening of the roadway as you approach US Hwy. 95. This would be consistent with the additional five feet (5') that was acquired from the Holiday Gas company at the northeast corner of Hwy 95 and Haycraft Avenue.

APPLICABLE CODES AND POLICIES:

STREETS

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

STORMWATER

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

Submitted by CHRIS BATES, ENGINEERING PROJECT MANAGER

FIRE:

Prior to any site development, the Fire Department will address issues such as water supply, fire hydrants and access.

Submitted by Brian Halverson, Fire Inspector

POLICE:

I have no comments at this time.

Submitted by Steve Childers, Captain, Police Department

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

The subject property is flat with no physical constraints.

Evaluation: There are no physical limitations to future development.

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

Potential commercial uses could affect traffic on Haycraft Avenue which is in a neighborhood that is in transition from residential to commercial uses.

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

F. Proposed conditions:

Engineering

1. Dedicate five feet (5') of right-of-way along the Haycraft Avenue frontage prior to the final approval of the zone change.

Planning Department

2. No access to Carriage Court.
3. Site-specific lighting.
4. Buffering requirements on the North property line are a minimum 10 foot wide planting strip containing evergreen trees (Trees to be at least 15 feet tall at time of planting, and no more than 25 feet apart)

G. Ordinances and Standards Used In Evaluation:

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

**ACTION ALTERNATIVES:**

Staff recommends the City Council take the following action:

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

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

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

**PROPERTY INFORMATION**

- 1. Gross area: (all land involved): 5960 acres, and/or 22,913 sq.ft.
- 2. Total Net Area (land area exclusive of proposed or existing public street and other public lands): \_\_\_\_\_ acres, and/or 22,913 sq. ft.
- 3. Total length of streets included: 301.29 ft., and/or 0.57 miles.
- 4. Total number of lots included: 2
- 5. Average lot size included: 0.29
- 6. Existing land use: RESIDENTIAL
- 7. Existing Zoning (circle all that apply): R-1 R-3 R-5 R-8 (R-12) R-17 MH-8  
NC CC C-17 C-17L DC LM M
- 8. Proposed Zoning (circle all the apply): R-1 R-3 R-5 R-8 R-12 R-17 MH-8  
NC CC C-17 (C-17L) DC LM M

**JUSTIFICATION**

Proposed Activity Group; COMMERCIAL BUSINESS

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

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

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1. Applicant: Michael & Linda Gunderson  
Location: 304 & 306 W. Haycraft Avenue  
Request: A proposed zone change from R-12 (Residential at 12 units/acre) to C-17L (Commercial Limited) QUASI-JUDICIAL (ZC-11-07)

Associate Planner Stamosos presented the staff report, gave the mailing tally as 3 in favor, 3 opposed, and 2 neutral and answered questions from the Commission.

Commissioner Luttrupp inquired why the applicant chose C-17L, since the area around this property is primarily commercial.

Chairman Bruning explained that staff can make a recommendation for the zoning they feel is appropriate, but the final decision is left to the applicant.

**Public testimony open:**

John Corcoran, applicant representative, 1356 Silver Beach Road, Coeur d'Alene, explained that C-17L was chosen because it is a less intense zone compared to C-17. He added that he feels this zone will be more compatible with the neighborhood and for the type of business the applicant is pursuing. He commented that staff did a good job explaining the project and did not have anything else to add and then asked if the Commission had any questions.

Commissioner Souza inquired if the applicant knew the type of project the applicant is proposing for this property.

Mr. Corcoran answered that a furniture store is a possibility on this property.

Senior Planner Stamosos noted that a retail sales are not allowed within the C-17L zoning, and if approved, will require a special use permit.

Commissioner Souza inquired what type of buffering the applicant intends to provide since the property abuts a residential neighborhood.

Mr. Corcoran answered that they would comply with the recommendations by staff.

David Edgerton, 2801 N. Carriage Ct, Coeur d'Alene, commented that he is opposed to the request and is concerned with the amount of traffic generated if approved.

Commissioner Souza explained that the zoning the applicant has requested will not be as intense as C-17, making this zoning compatible with the neighborhood.

James Rafferty, 2841 Carriage Ct, Coeur d'Alene, commented that he has lived in this area for 25 years and is opposed to this request. He presented to the Commission a petition signed by the area residents, who are opposed, because of the increase to traffic, noise level, and how their quality of life will be affected. He feels the need for affordable housing is being eliminated because of increases to the commercial activity in this area. He also requested if this zoning is approved, to not allow entry into Carriage Court.

Commissioner Souza explained that by approving C-17L the uses are limited compared to C-17, which is the more intense of the two.

Commissioner Luttrupp noted that in the staff report it states that a previous zone change was approved preventing access into Carriage Court and inquired if staff could explain.

Senior Planner Stamsos answered that previous zone change was similar and that a condition was placed by the Planning Commission preventing access into Carriage Court.

**REBUTTAL:**

John Corcoran explained that with the current R-12 zoning, his client could build apartments, but decided to request the C-17L zoning thinking it would be less of an impact than the existing zoning. He stated that when comparing an apartment to a business, he feels a business would generate less noise and traffic than an apartment. He added that his applicant would be agreeable to a condition denying access onto Carriage Court.

Commissioner Souza added that she would also request low-level site-specific lighting placed on the property.

**Public testimony closed.**

**DISCUSSION:**

Commissioner Luttrupp concurred that access should be denied into Carriage Court and feels that the buffering requirements for fencing are already in the code, which the applicant stated he would comply with.

Commissioner Souza commented that C-17L is appropriate zoning and explained that traffic from a business would have less of an impact on the neighborhood. She concurred that buffering is needed, so the neighborhood is not impacted.

Commissioner Luttrupp inquired if this is a transition area.

Senior Planner Stamsos answered that is correct.

Commissioner Souza inquired if approved conditions for a property can be recorded in the deed or title.

Deputy City Attorney Wilson commented that currently we do not have that capability. He stated that staff is currently working on a computer program that when a building permit is applied for on a specific property, those conditions will pop up alerting the person applying for that permit they will have to comply with those conditions.

**Motion by Razor, seconded by Souza, to approve Item ZC-11-07. Motion approved.**

**ROLL CALL:**

|                       |       |     |
|-----------------------|-------|-----|
| Commissioner Luttrupp | Voted | Aye |
| Commissioner Razor    | Voted | Aye |
| Commissioner Souza    | Voted | Aye |

Motion to approve carried by a 3 to 0 vote.

2. Applicant: Puran Singh  
Location: 1036 N. 15<sup>th</sup> Street  
Request: A proposed zone change from R-12 (Residential at 12 units/acre) to NC (Neighborhood Commercial) QUASI-JUDICIAL (ZC-12-07)

Associate Planner Stamosos presented the staff report, gave the mailing tally as 2 in favor, 3 opposed, and 1 neutral and answered questions from the Commission.

Commissioner Luttropp questioned if this store could be re-built on this parcel if it burned down.

Deputy City Attorney Wilson explained that if the store burned down, that it could be re-built, but it would still be considered non-conforming. He stated that if the commission approves this request, it would place the store in compliance of current regulations.

**Public testimony open.**

John Corcoran, applicant representative, 1356 Silver Beach Rd., explained that this request is primarily for housekeeping purposes, and if this store was destroyed, his applicant would want to rebuild, but that would not be allowed under the current zoning.

Chairman Bruning noted that within the requirements for the Neighborhood Commercial zone is a limit to the hours of operation, and questioned if that is a concern.

Mr. Corcoran answered that his applicant would comply and feels that the hours the store is open fall within the limits of the Neighborhood Commercial zone.

Commissioner Souza inquired if this zone change is approved, would those requirements automatically apply.

Senior Planner Stamosos answered that the only way those would apply is if the applicant were to remodel the store, then those requirements would trigger those conditions,

John Stockton, 8213 W 4<sup>th</sup> Street, Rathdrum, commented that he is not opposed to the zone unless they were going to remodel, then he would be opposed. He added that Jordan's has been here a long time and should stay in this neighborhood.

**Public testimony is closed.**

Commissioner Luttropp commented that he is opposed and explained that the only evidence presented is speculation of what will happen in the future, and feels that is not a good enough reason.

Commissioner Rasor inquired if the property would become conforming if this request is approved.

Senior Planner Stamosos concurred that if this request is approved, it would become conforming.

Commissioner Souza explained that a previous request for a zone change on 4<sup>th</sup> Street was denied because the property had been a non-conforming violin shop and that the applicants requested to use a vacant home located on the same property as a doctor's office. She added that after that request was denied, the Commission decided to develop a commercial zone that was less intense to blend with an existing residential neighborhood.

**Motion by Souza, seconded by Rasor, to approve Item ZC-12-07. Motion approved.**

|                       |       |     |
|-----------------------|-------|-----|
| Commissioner Luttropp | Voted | Nay |
| Commissioner Rasor    | Voted | Aye |
| Commissioner Souza    | Voted | Aye |

Motion to approve carried by a 2 to 1 vote.

3.      Applicant:      Singh & Singh Partnership  
          Location:      1003 N. 15<sup>th</sup>  
          Request:        A proposed zone change from R-12 (Residential  
                                 At 12 units/acre) to NC (Neighborhood Commercial)  
                                 QUASI-JUDICIAL, (ZC-13-07)

Associate Planner Stamsos presented the staff report, gave the mailing tally as 2 in favor, 2 opposed, and 1 neutral and answered questions from the Commission.

The Commission did not have any questions for staff.

**Public testimony open:**

John Corcoran, applicant representative, 1356 Silver Beach Road, commented that this request is similar to the previous request. He explained that this is a great neighborhood store and had eliminated the possibility of adding a gas station to the property since there are not any other commercial properties in the area.

John Stockton, 8213 W. 4<sup>th</sup> Street, Rathdrum, commented he was opposed to the gas station and is relieved that the applicant changed his mind after hearing the previous testimony.

**Public testimony is closed.**

**Motion by Rasor, seconded by Souza, to approve Item ZC-13-07. Motion approved.**

|                       |       |     |
|-----------------------|-------|-----|
| Commissioner Luttrupp | Voted | Nay |
| Commissioner Rasor    | Voted | Aye |
| Commissioner Souza    | Voted | Aye |

Motion to approve carried by a 2 to 1 vote.

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

**A. INTRODUCTION**

This matter having come before the Planning Commission on, August 20, 2007, and continued to August 28, 2007, there being present a person requesting approval of ITEM ZC-11-07, a request for a zone change from R-12 (residential at 12 units per gross acre) to C-17L (Commercial Limited at 17 units/acre)

LOCATION +/- 10,367 sq. ft. parcel at 304 & 306 W. Haycraft Avenue

APPLICANT: Michael and Linda Gunderson

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

B1. That the existing land uses are residential - single-family, mobile homes and multi-family, commercial – retail sales and service, manufacturing and vacant land.

B2. That the Comprehensive Plan Map designation is Transition.

B3. That the zoning is R-12 (residential at 12 units per gross acre)

B4. That the notice of public hearing was published on, August 4, 2007, and, August 14, 2007, which fulfills the proper legal requirement.

B5. That the notice of public hearing was posted on the property on, August 11, 2007, which fulfills the proper legal requirement.

B6. That 45 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on August 3, 2007 and 8 responses were received: 3 in favor, 3 opposed, and 2 neutral.

B7. That public testimony was heard on August 28, 2007 with the applicant's representative explaining the request, two area residents speaking in opposition and the submittal of a petition in opposition to the request with 44 signatures of residents living in the adjoining Carriage Court mobile home subdivision.

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

6A: "Promote the orderly development of land use at locations that are compatible with public facilities and adjacent land uses."

The subject property is next to Highway 95, the area is in transition to commercial and the C-17L zone is appropriate with conditions.

6A3: "Commercial development should be limited to collector and arterial streets."

The property is within a block of the Highway 95 High Intensity Corridor and, with conditions to mitigate identified impacts on the surrounding neighborhood, commercial zoning would be appropriate.

42A2: "Property rights of citizens should be protected in land use decisions."

With approval of this request, we are trying to strike a balance between the rights of the property owner and the rights of residents in the surrounding neighborhood.

- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on the staff report that indicates that all facilities and services are available.
- B10. That the physical characteristics of the site do make it suitable for the request at this time because the topography is flat and suitable for development.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses because, with conditions, issues including traffic and noise will be alleviated.

**C. ORDER: CONCLUSION AND DECISION**

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

Special conditions applied are as follows:

Engineering Department

- 1. Dedicate five feet (5') of right-of-way along the Haycraft Avenue frontage prior to the final approval of the zone change.

Planning Department

- 2. No access to Carriage Court.
- 3. Site-specific lighting.
- 4. Buffering requirements on the North property line are a minimum 10 foot wide planting strip containing evergreen trees (Trees to be at least 15 feet tall at time of planting, and no more than 25 feet apart)

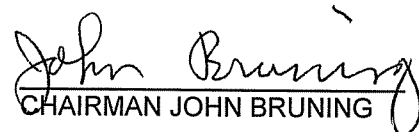
Motion by Rasor, seconded by Souza, to adopt the foregoing Findings and Order.

ROLL CALL:

|                       |           |
|-----------------------|-----------|
| Commissioner Luttrupp | Voted Aye |
| Commissioner Rasor    | Voted Aye |
| Commissioner Souza    | Voted Aye |

Commissioners Bowlby, Jordan and Messina were absent.

Motion to approve carried by a 3 to 0 vote.

  
CHAIRMAN JOHN BRUNING

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

**A. INTRODUCTION**

This matter having come before the City Council on October 2, 2007, and there being present a person requesting approval of ITEM ZC-11-07, a request for a zone change from R-12 (residential at 12 units per gross acre) to C-17L (Commercial Limited at 17 units/acre)

LOCATION +/- 10,367 sq. ft. parcel at 304 & 306 W. Haycraft Avenue

APPLICANT: Michael and Linda Gunderson

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

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

- B1. That the existing land uses are residential - single-family, mobile homes and multi-family, commercial – retail sales and service, manufacturing and vacant land.
- B2. That the Comprehensive Plan Map designation is Transition.
- B3. That the zoning is R-12 (residential at 12 units per gross acre)
- B4. That the notice of public hearing was published on September 15, 2007, and September 25, 2007, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on September 19, 2007, which fulfills the proper legal requirement.
- B6. That 45 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on September 14, 2007, and \_\_\_\_\_ responses were received: \_\_\_\_ in favor, \_\_\_\_ opposed, and \_\_\_\_ neutral.
- B7. That public testimony was heard on October 2, 2007.
- B8. That this proposal **(is) (is not)** in conformance with the Comprehensive Plan policies as follows:

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

**Criteria to consider for B9:**

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

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

**Criteria to consider for B10:**

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

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

**Criteria to consider for B11:**

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



**C. ORDER: CONCLUSION AND DECISION**

The City Council, pursuant to the aforementioned, finds that the request of **MICHAEL & LYNDIA GUNDERSON** for a zone change, as described in the application should be **(approved) (denied) (denied without prejudice)**.

Special conditions applied are as follows:

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

**ROLL CALL:**

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

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

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

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

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MAYOR SANDI BLOEM

**CITY COUNCIL  
STAFF REPORT**

FROM: JOHN J. STAMOS, SENIOR PLANNER  
DATE: OCTOBER 2, 2007  
SUBJECT: ZC-12-07 – ZONE CHANGE FROM R-12 TO NC  
LOCATION – +/- 10,802 SQ. FT. PARCEL AT 1036 NORTH 15TH STREET

**DECISION POINT:**

Puran Singh is requesting a zone change from R-12 (residential at 12 units per gross acre) to NC (Neighborhood Commercial) at 1036 North 15th Street.

**SITE PHOTOS:**

A. Aerial photo



B. Convenience store on subject property.



C. Looking east on Elm Avenue...

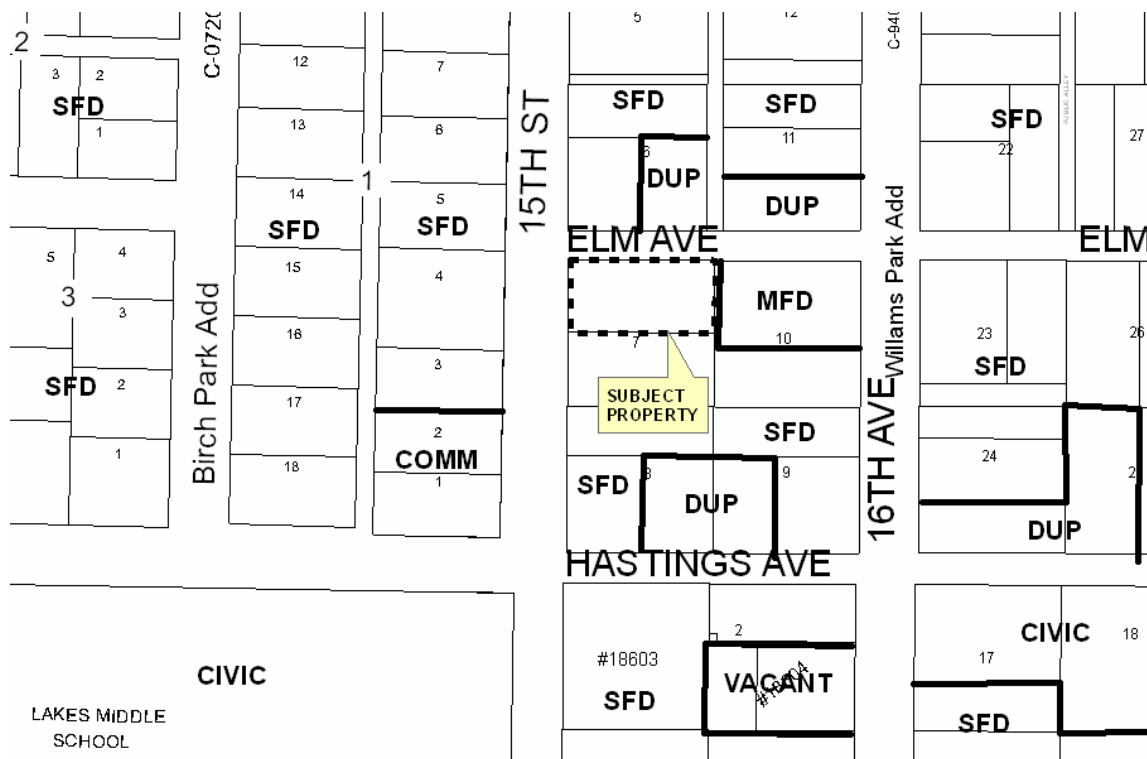


**GENERAL INFORMATION:**

**A. Zoning:**



**B. Generalized land use pattern:**



- C. Applicant: Puran Singh  
Owner 4297 North Echo Glen  
Coeur d'Alene, ID 83815
- D. Land uses in the area include residential - single-family, duplex and multi-family, commercial – retail sales, civic and vacant land.
- E. The subject property is occupied by a convenience store that has been on the subject property since 1907 and is a non-conforming activity in the R-12 zoning district (Convenience sales are allowed in the R-12 zone by Special Use Permit). Other commercial uses are prohibited in residential zones.
- F. The Planning Commission heard the request on August 28, 2007 and approved it by a 2-1 vote.

**PERFORMANCE ANALYSIS:**

- A. Zoning:

Approval of the zone change request would intensify the potential uses on the property by allowing commercial retail sales and service uses on a parcel that only allows residential and civic uses. This use and the convenience store across the street are the only two commercial uses along 15th Street between Sherman Avenue and Avista, just north of the I-90 freeway. Also, there is no commercial zoning along this same length of 15th Street.

It would also bring the existing nonconforming activity into conformance with the zoning ordinance with respect to use but not in terms of facility requirements such as parking, landscaping and swale requirements. Any expansion, alteration or addition of the facility would require compliance with the above items.

**Neighborhood Commercial District:**

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

**Principal permitted uses:**

Retail  
Personal Services  
Commercial and Professional Office  
Medical/Dental  
Day Care  
Residential (above the ground floor)  
Parks

**By special use permit:**

Religious Institutions  
Schools

**Prohibited:**

Industrial  
Warehouses  
Outdoor storage or Display of Goods, other than plants  
Mini-storage  
Sales, Repair or Maintenance of Vehicles, Boats, or Equipment  
Gasoline Service Stations  
Detention facilities  
Commercial Parking

**Maximum Building Height:**

32 feet

**Maximum Floor Area Ratio:**

Non-Residential: 1.0  
Total: 1.5

**Maximum Floor Area;**

4,000 sq. ft. for Retail Uses  
8,000 sq. ft. for all Non-Residential Uses

**Minimum Parking:**

3 stalls per 1000 sq. ft. of non-residential floor area  
1.5 stalls per dwelling unit

**Setbacks from any adjacent Residential District:**

8 inches of horizontal distance for every foot of building height.

**Limited Hours of Operation:**

Any use within this district shall only be open for business between 6am and 10pm.

**Screening along any adjacent Residential District:**

Minimum 10 foot wide planting strip containing evergreen trees  
(Trees to be at least 15 feet tall at time of planting, and no more than 25 feet apart)

**Landscaping:**

One tree for every 8 surface parking stalls.  
(Trees shall be at least 15 feet tall at time of planting)



**Design Standards:**

- a. At least 50% of any first floor wall facing an arterial street shall be glass.
- b. If a building does not abut the sidewalk, there shall be a walkway between the sidewalk and the primary entrance.
- c. Surface parking should be located to the rear or to the side of the principal building.
- d. Trash areas shall be completely enclosed by a structure of construction similar to the principal building. Dumpsters shall have rubber lids.
- e. Buildings shall be designed with a residential character, including elements such as pitched roofs, lap siding, and wide window trim.
- f. Lighting greater than 1 footcandle is prohibited. All lighting fixtures shall be a “cut-off” design to prevent spillover.
- g. Wall-mounted signs are preferred, but monument signs no higher than 6 feet are allowed. Roof-mounted signs and pole signs are not permitted. \*
- h. Signs shall not be internally lighted, but may be indirectly lighted. \*

\* Sign standards would be incorporated into sign code.

The zoning and land use maps (page 3) show this convenience store and the one at 15th and Hastings as the only two commercial uses or parcels zoned commercial between Sherman Avenue and the Avista facility just north of Interstate 90.

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

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

- 1. The subject property is within the existing city limits.
- 2. The Comprehensive Plan Map designates this area as Stable Established, as follows:

**Stable Established Areas:**

“These areas represent the locations where the character of neighborhoods has largely been established and, in general, should be maintained. The street network, number of building lots and general land use are not planned to change greatly within the planning period.”

- For areas below the freeway, overall buildout density approximately = 5 du/acre. Individual lot size is typically not smaller than 5,500 sq. ft. (12 du/acre).
- Encourage residential when close to jobs and other services.
- Discourage uses that are detrimental to neighboring uses.
- Pedestrian/bicycle connections.
- Encourage vacant lot development that is sensitive to neighboring uses.

3. **In reviewing all projects, the following should be considered:**

Page 28 – All requests for zone changes, special use permits etc., will be made considering, but not limited to:

1. The individual characteristics of the site;
2. The existing conditions within the area, and
3. The goals of the community.

4. **Significant policies for consideration:**

4C: “New growth should enhance the quality and character of existing areas and the general community.”

6A: “Promote the orderly development of land use at locations that are compatible with public facilities and adjacent land uses.”

6A2: “Encourage high-intensity commercial development, including professional offices, to concentrate in existing areas so as to minimize negative influences on adjacent land uses, such as traffic congestion, parking and noise.

6A3: “Commercial development should be limited to collector and arterial streets.”

46A: “Provide for the safe and efficient circulation of vehicular traffic.”

51A: “Protect and preserve neighborhoods both old and new.”

51A5: “Residential neighborhood land uses should be protected from intrusion of incompatible land uses and their effects.”

62A: “Examine all new developments for appropriateness in regard to the character of the proposed area. Inform developers of City requirements and encourage environmentally harmonious projects.”

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

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

**WATER:**

Water is available to the subject property.

Evaluation: The specified property is bordered by a 12” main on two sides and currently has an existing domestic service. Additional services can be available.

Terry Pickel, Assistant Water Superintendent

**SEWER:**



Public sewer is available.

Evaluation: Public sewer is available in both 15<sup>th</sup> Avenue and Elm Street. Both lines are of adequate capacity to support the applicants request for this zone change and no known capacity issues have been noted with the existing store.

Don Keil, Assistant Wastewater Superintendent

**STORMWATER:**

The subject property is currently developed, however, if the site is altered, stormwater issues will be addressed at that time.

**TRAFFIC:**

The ITE Trip Generation Manual estimates the project may generate approximately 52 trips during the peak hour periods.

Evaluation: The adjoining intersection of 15<sup>th</sup> & Elm is currently a bottleneck for southbound traffic turning eastbound on Elm. Traffic counts from 2006 on Fifteenth Street (completed by Idaho Transportation Dept.) show 7,203 and 5,872 vehicles north and southbound respectively at the 15<sup>th</sup> & Penn intersection. Increasing the use on the subject property may result in additional congestion of the intersection.

**STREETS:**

The subject property is bordered by 15<sup>th</sup> Street to the west and Elm Avenue to the north. The current right-of-way width for 15<sup>th</sup> Street meets City standards; however, the total right-of-way for Elm Avenue is only thirty feet (30'), which is thirty feet (30') less than standard.

Evaluation: The existing building on the subject property currently encroaches into the front and rear yard setback areas and acquisition of any right-of-way on the Elm Avenue street frontage would exacerbate the problem.

SUBMITTED BY CHRIS BATES, ENGINEERING PROJECT MANAGER

**FIRE:**

Prior to any site development, the Fire Department will address issues such as water supply, fire hydrants and access.

Submitted by Brian Halverson, Fire Inspector

**POLICE:**

I have no comments at this time.

Submitted by Steve Childers, Captain, Police Department

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

The subject property is level with no significant topographic features.

Evaluation: There are no physical limitations to future development.

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

The subject property is located on 15th Street, which is an arterial street. The existing convenience store is a nonconforming use, was established many years ago and is located adjacent to a residential neighborhood.

Evaluation: The City Council must determine if commercial zoning is appropriate in this location and setting.

F. Proposed conditions:

None.

G. Ordinances and Standards Used In Evaluation:

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

**ACTION ALTERNATIVES:**

Staff recommends the City Council take the following action:

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

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

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

**PROPERTY INFORMATION**

1. Gross area: (all land involved): 0.248 acres, and/or 10,802 sq.ft.
2. Total Net Area (land area exclusive of proposed or existing public street and other public lands): \_\_\_\_\_ acres, and/or \_\_\_\_\_ sq. ft.
3. Total length of streets included: 73 ft., and/or \_\_\_\_\_ miles.
4. Total number of lots included: 1
5. Average lot size included: 73' x 148'
6. Existing land use: Convenience Store
7. Existing Zoning (circle all that apply): R-1 R-3 R-5 R-8 R-12 R-17 MH-8  
C-17 C-17L C-34 LM M
8. Proposed Zoning (circle all the apply): R-1 P-3 R-5 R-8 R-12 R-17 MH-8  
C-17 C-17 C-34 LM M

*Nice*

**JUSTIFICATION**

Proposed Activity Group; \_\_\_\_\_

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

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

WOULD LIKE TO CONTINUE COMMERCIAL USE PROVIDING A STORE FOR THE NEIGHBORHOOD. POSSIBLY A SANDWICH STORE OR A VARIETY OF THAT.

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

**A. INTRODUCTION**

This matter having come before the Planning Commission on, August 20, 2007, and August 28, 2007, there being present a person requesting approval of ITEM ZC-12-07, a request for a zone change from R-12 (residential at 12 units per gross acre) to NC (Neighborhood Commercial)

LOCATION: +/- 10,802 sq. ft. parcel at 1036 North 15th Street  
APPLICANT: Puran Singh

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

- B1. That the existing land uses are residential - single-family, duplex and multi-family, commercial – retail sales, civic and vacant land.
- B2. That the Comprehensive Plan Map designation is Stable Established
- B3. That the zoning is R-12 (residential at 12 units per gross acre)
- B4. That the notice of public hearing was published on, August 4, 2007, and, August 14, 2007, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, August 11, 2007, which fulfills the proper legal requirement.
- B6. That 67 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on, August 3, 2007, and 6 responses were received: 2 in favor, 3 opposed, and 1 neutral.
- B7. That public testimony was heard on August 28, 2007 with the applicant's representative explaining the request and one person who indicated that he was not opposed.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:
  - 6A: "Promote the orderly development of land use at locations that are compatible with public facilities and adjacent land uses."  
  
The use has been a long-term part of the neighborhood and will not change with this request.
  - 51A: "Protect and preserve neighborhoods both old and new."
  - 51A5: "Residential neighborhood land uses should be protected from intrusion of incompatible land uses and their effects."  
  
The Neighborhood Commercial zone is appropriate for this situation because it limits the uses, establishes hours of operation and requires

buffering adjacent to residential zones, if there are any changes to the existing use.

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

This is based on the staff report and the fact that the store has been there for 100 years.

B10. That the physical characteristics of the site do make it suitable for the request at this time, as based on the staff report.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses because the use will not change and traffic will not increase.

**C. ORDER: CONCLUSION AND DECISION**

The Planning Commission, pursuant to the aforementioned, finds that the request of PURAN SINGH for a zone change, as described in the application should be approved. Special conditions applied are as follows:

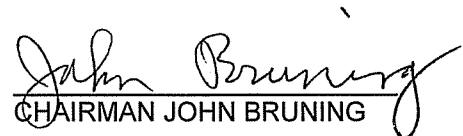
Motion by Souza, seconded by Rasor, to adopt the foregoing Findings and Order.

ROLL CALL:

|                       |           |
|-----------------------|-----------|
| Commissioner Luttrupp | Voted No  |
| Commissioner Rasor    | Voted Aye |
| Commissioner Souza    | Voted Aye |

Commissioners Bowlby, Jordan and Messina were absent.

Motion to approve carried by a 2 to 1 vote.

  
CHAIRMAN JOHN BRUNING

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

**A. INTRODUCTION**

This matter having come before the City Council on October 2, 2007, and there being present a person requesting approval of ITEM ZC-12-07, a request for a zone change from R-12 (residential at 12 units per gross acre) to NC (Neighborhood Commercial)

LOCATION: +/- 10,802 sq. ft. parcel at 1036 North 15th Street  
APPLICANT: Puran Singh

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

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

- B1. That the existing land uses are residential - single-family, duplex and multi-family, commercial – retail sales, civic and vacant land.
- B2. That the Comprehensive Plan Map designation is Stable Established
- B3. That the zoning is R-12 (residential at 12 units per gross acre)
- B4. That the notice of public hearing was published on September 15, 2007, and September 25, 2007, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on September 19, 2007, which fulfills the proper legal requirement.
- B6. That 67 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on September 14, 2007, and \_\_\_\_\_ responses were received: \_\_\_\_ in favor, \_\_\_\_ opposed, and \_\_\_\_ neutral.
- B7. That public testimony was heard on October 2, 2007.
- B8. That this proposal **(is) (is not)** in conformance with the Comprehensive Plan policies as follows:

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

**Criteria to consider for B9:**

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

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

**Criteria to consider for B10:**

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

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

**Criteria to consider for B11:**

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

**C. ORDER: CONCLUSION AND DECISION**

The City Council, pursuant to the aforementioned, finds that the request of **PURAN SINGH** for a zone change, as described in the application should be **(approved) (denied) (denied without prejudice)**.

Special conditions applied are as follows:

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

**ROLL CALL:**

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

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

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

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

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MAYOR SANDI BLOEM



**CITY COUNCIL  
STAFF REPORT**

FROM: JOHN J. STAMOS, SENIOR PLANNER  
DATE: OCTOBER 2, 2007  
SUBJECT: ZC-13-07 – ZONE CHANGE FROM R-12 TO NC  
LOCATION – +/- 16,204 SQ. FT. PARCEL AT 1003 NORTH 15TH STREET

**DECISION POINT:**

Singh & Singh Partnership is requesting a zone change from R-12 (residential at 12 units per gross acre) to NC (Neighborhood Commercial) at 1003 North 15th Street.

**SITE PHOTOS:**

A. Aerial photo



B. Convenience store on subject property.



C. Looking north on 15th Street.

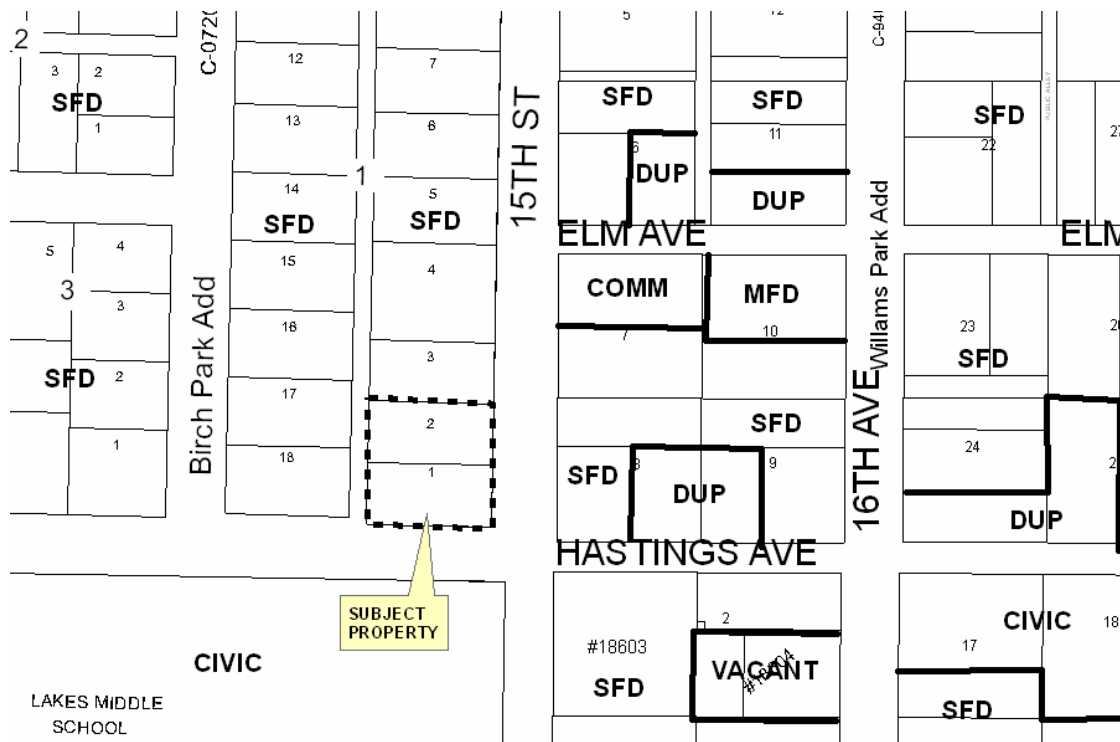


**GENERAL INFORMATION:**

**A. Zoning:**



**B. Generalized land use pattern:**



- C. Applicant: Singh & Singh Partnership  
Owner 4297 North Echo Glen  
Coeur d'Alene, ID 83815
- D. Land uses in the area include residential - single-family, duplex and multi-family, commercial – retail sales, civic and vacant land.
- E. The subject property is occupied by a convenience store that that has been on the subject property since 1964 and is a non-conforming activity in the R-12 zoning district (Convenience sales are allowed in the R-12 zone by Special Use Permit). Other commercial uses are prohibited in residential zones.
- F. The Planning Commission heard the request on August 28, 2007 and approved it by a 2-1 vote.

**PERFORMANCE ANALYSIS:**

- A. Zoning:

Approval of the zone change request would intensify the potential uses on the property by allowing commercial retail sales and service uses on a parcel that only allows residential and civic uses. This use and the convenience store across the street are the only two commercial uses along 15th Street between Sherman Avenue and Avista, just north of the I-90 freeway. Also, there is no commercial zoning along this same length of 15th Street.

It would also bring the existing nonconforming activity into conformance with the zoning ordinance with respect to use but not in terms of facility requirements such as parking, landscaping and swale requirements. Any expansion, alteration or addition of the facility would require compliance with the above items.

**Neighborhood Commercial District:**

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

**Principal permitted uses:**

Retail  
Personal Services  
Commercial and Professional Office  
Medical/Dental  
Day Care  
Residential (above the ground floor)  
Parks

**By special use permit:**

Religious Institutions  
Schools

**Prohibited:**

Industrial  
Warehouses  
Outdoor storage or Display of Goods, other than plants  
Mini-storage  
Sales, Repair or Maintenance of Vehicles, Boats, or Equipment  
Gasoline Service Stations  
Detention facilities  
Commercial Parking

**Maximum Building Height:**

32 feet

**Maximum Floor Area Ratio:**

Non-Residential: 1.0  
Total: 1.5

**Maximum Floor Area;**

4,000 sq. ft. for Retail Uses  
8,000 sq. ft. for all Non-Residential Uses

**Minimum Parking:**

3 stalls per 1000 sq. ft. of non-residential floor area  
1.5 stalls per dwelling unit

**Setbacks from any adjacent Residential District:**

8 inches of horizontal distance for every foot of building height.

**Limited Hours of Operation:**

Any use within this district shall only be open for business between 6am and 10pm.

**Screening along any adjacent Residential District:**

Minimum 10 foot wide planting strip containing evergreen trees  
(Trees to be at least 15 feet tall at time of planting, and no more than 25 feet apart)

**Landscaping:**

One tree for every 8 surface parking stalls.  
(Trees shall be at least 15 feet tall at time of planting)

**Design Standards:**

- a. At least 50% of any first floor wall facing an arterial street shall be glass.
- b. If a building does not abut the sidewalk, there shall be a walkway between the sidewalk and the primary entrance.

- c. Surface parking should be located to the rear or to the side of the principal building.
- d. Trash areas shall be completely enclosed by a structure of construction similar to the principal building. Dumpsters shall have rubber lids.
- e. Buildings shall be designed with a residential character, including elements such as pitched roofs, lap siding, and wide window trim.
- f. Lighting greater than 1 footcandle is prohibited. All lighting fixtures shall be a “cut-off” design to prevent spillover.
- g. Wall-mounted signs are preferred, but monument signs no higher than 6 feet are allowed. Roof-mounted signs and pole signs are not permitted. \*
- h. Signs shall not be internally lighted, but may be indirectly lighted. \*

\* Sign standards would be incorporated into sign code.

The zoning and land use maps (page 3) show this convenience store and the one at 15th and Hastings as the only two commercial uses or parcels zoned commercial between Sherman Avenue and the Avista facility just north of Interstate 90.

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

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

- 1. The subject property is within the existing city limits.
- 2. The Comprehensive Plan Map designates this area as Stable Established, as follows:

**Stable Established Areas:**

“These areas represent the locations where the character of neighborhoods has largely been established and, in general, should be maintained. The street network, number of building lots and general land use are not planned to change greatly within the planning period.”

- For areas below the freeway, overall buildout density approximately = 5 du/acre. Individual lot size is typically not smaller than 5,500 sq. ft. (12 du/acre).
- Encourage residential when close to jobs and other services.
- Discourage uses that are detrimental to neighboring uses.
- Pedestrian/bicycle connections.
- Encourage vacant lot development that is sensitive to neighboring uses.

**3. In reviewing all projects, the following should be considered:**

Page 28 – All requests for zone changes, special use permits etc., will be made considering, but not limited to:

- 1. The individual characteristics of the site;
- 2. The existing conditions within the area, and
- 3. The goals of the community.



4. **Significant policies for consideration:**

- 4C: "New growth should enhance the quality and character of existing areas and the general community."
- 6A: "Promote the orderly development of land use at locations that are compatible with public facilities and adjacent land uses."
- 6A2: "Encourage high-intensity commercial development, including professional offices, to concentrate in existing areas so as to minimize negative influences on adjacent land uses, such as traffic congestion, parking and noise."
- 6A3: "Commercial development should be limited to collector and arterial streets."
- 46A: "Provide for the safe and efficient circulation of vehicular traffic."
- 51A: "Protect and preserve neighborhoods both old and new."
- 51A5: "Residential neighborhood land uses should be protected from intrusion of incompatible land uses and their effects."
- 62A: "Examine all new developments for appropriateness in regard to the character of the proposed area. Inform developers of City requirements and encourage environmentally harmonious projects."

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

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

WATER:

Water is available to the subject property.

- Evaluation: The specified property is bordered by a 12" main on two sides and currently has an existing domestic service. Additional services can be available.

Terry Pickel, Assistant Water Superintendent

SEWER:

Public sewer is available.

- Evaluation: Public sewer is available in both 15<sup>th</sup> Avenue and Elm Street. Both lines are of adequate capacity to support the applicants request for this zone change and no known capacity issues have been noted with the existing store.

Don Keil, Assistant Wastewater Superintendent

STORMWATER:

The subject property is currently developed, however, if the site is altered, stormwater issues will be addressed at that time.

TRAFFIC:

The ITE Trip Generation Manual estimates the project (if gas pumps were installed) may generate approximately 18.5 trips/fueling station during the peak hour periods. This could result in up to 74 total trips during peak hours for a two pump set up with four fueling stations.

Evaluation: Traffic counts from 2006 on Fifteenth Street (completed by Idaho Transportation Dept.) show 7,203 and 5,872 vehicles north and southbound respectively at the 15<sup>th</sup> & Penn intersection. The 15<sup>th</sup> Street and Hastings Avenue intersection (which the use adjoins) is very congested during the school year in the A.M. and P.M. periods. Increasing the use on the subject property may result in additional congestion of the intersection.

STREETS:

The subject property is bordered by 15<sup>th</sup> Street to the east and Hastings Avenue to the south. The current right-of-way width for 15<sup>th</sup> Street and Hastings Avenue meet City standards.

Evaluation: No alterations to the adjoining streets are planned at this time.

SUBMITTED BY CHRIS BATES, ENGINEERING PROJECT MANAGER

FIRE:

Prior to any site development, the Fire Department will address issues such as water supply, fire hydrants and access.

Submitted by Brian Halverson, Fire Inspector

POLICE:

I have no comments at this time.

Submitted by Steve Childers, Captain, Police Department

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

The subject property is level with no significant topographic features.

Evaluation: There are no physical limitations to future development.

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

The subject property is located on 15th Street, which is an arterial street. The existing convenience store is a nonconforming use, was established many years ago and is located adjacent to a residential neighborhood.



Evaluation: The City Council must determine if commercial zoning is appropriate in this location and setting.

F. Proposed conditions:

None.

G. Ordinances and Standards Used In Evaluation:

Comprehensive Plan - Amended 1995.

Municipal Code.

Idaho Code.

Wastewater Treatment Facility Plan.

Water and Sewer Service Policies.

Urban Forestry Standards.

Transportation and Traffic Engineering Handbook, I.T.E.

Manual on Uniform Traffic Control Devices.

**ACTION ALTERNATIVES:**

Staff recommends the City Council take the following action:

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

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

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

**STAMSOS, JOHN**

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**From:** John Corcoran [johncorcoran@remax.net]  
**Sent:** Wednesday, July 18, 2007 8:40 AM  
**To:** STAMSOS, JOHN  
**Subject:** File # ZC 1307

John,

Ive discussed the change our application from C-17 to NC with my clients on Taj C Store. They are in agreement that NC would be their desired zone change.

Thank you in Advance,

John

**PROPERTY INFORMATION**

1. Gross area: (all land involved): 0.372 acres, and/or 16,204 sq.ft.
2. Total Net Area (land area exclusive of proposed or existing public street and other public lands): \_\_\_\_\_ acres, and/or \_\_\_\_\_ sq. ft.
3. Total length of streets included: 127 ft., and/or \_\_\_\_\_ miles.
4. Total number of lots included: 2
5. Average lot size included: 64' x 127.5
6. Existing land use: Convenience Store
7. Existing Zoning (circle all that apply): R-1 R-3 R-5 R-8 R-12 R-17 MH-8  
C-17 C-17L C-34 LM M
8. Proposed Zoning (circle all the apply): R-1 R-3 R-5 R-8 R-12 R-17 MH-8  
C-17 C-17L C-34 LM M

**JUSTIFICATION**

Proposed Activity Group; \_\_\_\_\_

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

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

THE LOCATION IS PERFECT FOR A CONVENIENCE STORE WITH A GAS STATION THAT WOULD BE AN EVENTUAL GOAL.

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

**A. INTRODUCTION**

This matter having come before the Planning Commission on, August 20, 2007, and continued to August 28, 2007, there being present a person requesting approval of ITEM ZC-13-07, a request for a zone change from R-12 (residential at 12 units per gross acre) to NC (Neighborhood Commercial)

LOCATION: +/- 16,204 sq. ft. parcel at 1003 North 15th Street

APPLICANT: Singh & Singh Partnership

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

- B1. That the existing land uses are residential - single-family, duplex and multi-family, commercial – retail sales, civic and vacant land.
- B2. That the Comprehensive Plan Map designation is Stable Established
- B3. That the zoning is R-12 (residential at 12 units per gross acre)
- B4. That the notice of public hearing was published on, August 4, 2007, and, August 14, 2007, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, August 11, 2007, which fulfills the proper legal requirement.
- B6. That 61 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on, August 3, 2007, and 5 responses were received: 2 in favor, 2 opposed, and 1 neutral.
- B7. That public testimony was heard on August 28, 2007.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:
  - 6A: "Promote the orderly development of land use at locations that are compatible

This is a stable established business that has been there since 1967 and the zone change would allow the use to continue.

  - 6A3: "Commercial development should be limited to collector and arterial streets."

There is adequate access to this use from 15th Street, which is an arterial.

  - 51A5: "Residential neighborhood land uses should be protected from intrusion of incompatible land uses and their effects."

We hope that the requirements for the Neighborhood Commercial zone in this

location is better than those of the C-17, C-17L or Community Commercial zone.

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

This is based on the staff report and the fact that this is an existing use.

B10. That the physical characteristics of the site do make it suitable for the request at this time because it is an existing use and the topography is flat.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses because it is an existing use and traffic would not increase because of the use.

**C. ORDER: CONCLUSION AND DECISION**

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

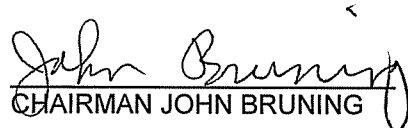
Motion by Rasor, seconded by Souza, to adopt the foregoing Findings and Order.

**ROLL CALL:**

|                       |           |
|-----------------------|-----------|
| Commissioner Luttrupp | Voted No  |
| Commissioner Rasor    | Voted Aye |
| Commissioner Souza    | Voted Aye |

Commissioners Bowlby, Jordan and Messina were absent.

Motion to approve carried by a 2 to 1 vote.

  
CHAIRMAN JOHN BRUNING

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

**A. INTRODUCTION**

This matter having come before the City Council on October 2, 2007, and there being present a person requesting approval of ITEM ZC-13-07, a request for a zone change from R-12 (residential at 12 units per gross acre) to NC (Neighborhood Commercial)

LOCATION: +/- 16,204 sq. ft. parcel at 1003 North 15th Street

APPLICANT: Singh & Singh Partnership

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

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

- B1. That the existing land uses are residential - single-family, duplex and multi-family, commercial – retail sales, civic and vacant land.
- B2. That the Comprehensive Plan Map designation is Stable Established
- B3. That the zoning is R-12 (residential at 12 units per gross acre)
- B4. That the notice of public hearing was published on September 15, 2007, and September 25, 2007, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on September 19, 2007, which fulfills the proper legal requirement.
- B6. That 61 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on September 14, 2007, and \_\_\_\_\_ responses were received: \_\_\_\_ in favor, \_\_\_\_ opposed, and \_\_\_\_ neutral.
- B7. That public testimony was heard on October 2, 2007.
- B8. That this proposal **(is) (is not)** in conformance with the Comprehensive Plan policies as follows:

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

**Criteria to consider for B9:**

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

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

**Criteria to consider for B10:**

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

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

**Criteria to consider for B11:**

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

**C. ORDER: CONCLUSION AND DECISION**

The City Council, pursuant to the aforementioned, finds that the request of **SINGH & SINGH PARTNERSHIP** for a zone change, as described in the application should be **(approved) (denied) (denied without prejudice)**.

Special conditions applied are as follows:

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

**ROLL CALL:**

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

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

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

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

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MAYOR SANDI BLOEM