



# Coeur d'Alene

## CITY COUNCIL MEETING

*October 6, 2009*

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**MEMBERS OF THE CITY COUNCIL:**

**Sandi Bloem, Mayor**

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

# CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY  
COUNCIL OF THE CITY OF COEUR D’ALENE, IDAHO,  
HELD AT THE LIBRARY COMMUNITY ROOM  
SEPTEMBER 15, 2009**

The Mayor and Council of the City of Coeur d’Alene met in a regular session of said Council at the Coeur d’Alene City Library Community Room September 15, 2009 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

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

**PROCLAMATION – DOMESTIC VIOLENCE AWARENESS MONTH:** On behalf of Mayor Bloem, Councilman Kennedy read the proclamation proclaiming the month of October as Domestic Violence Awareness Month. Ann Chatfield from the Women’s Center accepted the proclamation.

**PROCLAMATION - RACE FOR THE CURE, BREAST CANCER AWARENESS MONTH:** On behalf of Mayor Bloem, Councilman Goodlander read the proclamation also proclaiming the month of October as Breast Cancer Awareness month. Nancy Mueller representing the Susan G. Komen “Race for the Cure” Foundation accepted the proclamation.

**PUBLIC COMMENTS:**

**FALLEN HEROES PLAZA:** Steve Roberge, 6488 N. 4<sup>th</sup> Street, Dalton Gardens, expressed his appreciation to the City staff, City Council, Mayor, and in particular the Parks Department for their assistance in completing the Fallen Heroes Plaza Park and its dedication ceremony. He especially wanted to thank Bill Greenwood, Melissa Brandt and the rest of the Parks staff who made this project such a success. Mayor Bloem extended her appreciation to Steve and the Rotary Club who made this project possible.

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

1. Approval of minutes for September 1, 2009.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, September 21<sup>st</sup> at 2:30 p.m. and 4:00 p.m. respectively.
3. RESOLUTION 09-037: 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 THE LEASE RENEWAL FOR 816 SHERMAN AVENUE OFFICE SUITES FOR LEGAL AND WASTEWATER DEPARTMENTS; THE ANNUAL SERVICE AGREEMENT WITH KOOTENAI MEDICAL CENTER FOR THERAPEUTIC POOL USE; DEDUCTIVE CHANGE ORDER NO. 1 FOR THE WWTP 5A AMMONIA CONTROL IMPROVEMENTS PROJECT AND APPROVAL OF AN AGREEMENT WITH STRATA INC. FOR INVESTIGATION AND ANALYSIS FOR HAZARDOUS MATERIALS FOR WWTP PHASE 5B DESIGN.

4. Setting of a public hearing for the Substantial Amendment to the CDBG 2008 Action Plan. for September 28, 2009.
5. Approval of beer license transfer for Zip Stop at 701 E. Sherman from Gary Fowler to Kim Gittel.
6. Approval of bills as submitted and on file in the Office of the City Clerk.
7. SS-3-09 – Final plat approval for Ridgepointe Subdivision
8. SS-4-09 – Final plat approval for Ridgepointe Condominiums.
9. Setting of Public Hearing for ZC-4-09 –Zone Change at 532 W. Emma Ave. for October 6, 2009.

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

#### **COUNCIL ANNOUNCEMENTS:**

COUNCILMAN MC EVERS: Councilman McEvers updated the Council on the combined BMX skateboard park and reported that all appears to be going well.

MAYOR BLOEM: Mayor Bloem expressed her appreciation of the Police and Fire Departments for their effort and also all the residents who made a donation to the Fallen Heroes Plaza project. Councilman Goodlander also noted that the rebar figures were provided by the Arts Commission.

**APPOINTMENTS:** Motion by Edinger, seconded by Goodlander to re-appoint Larry Strobel to the Ped/Bike Committee, Ann Smart to the Library Board, Dave Patzer to LCDC, and Jason Ayers and Bill McLeod to the Animal Control Advisory Board. Motion carried.

**ADMINISTRATOR'S REPORT:** City Administrator Wendy Gabriel announced that the CdA Arts Commission received a Certificate of Merit from the State Parks and Recreation Commission for their efforts in public art. The Library will be presenting folk singer Bob Nelson. The Lego Club for kids is also available at the Library. The Kids Reading Club will also begin later this month. The City General Election is this November and CDATV will be hosting a candidates' forum. Anyone who would like to submit a question to be considered for the candidates forum may submit it through the City's web site at [www.cdavid.org](http://www.cdavid.org) Bus Stop benches have now been placed throughout the Citylink bus route. Anyone who would like to sponsor one of these benches may contact Mr. Wilcox through the Kootenai Metropolitan Planning Organization. Volunteers recently completed a tree planting project at The Landings Park. The City Water

Dept. has completed the radio read meter installation for the entire city. Now all water meters throughout the entire city can be read by one employee in one week. This process used to take 2 employees 2 months to complete. Recent Police promotions include Sgt. Rob Turner being promoted to Lieutenant and School Resource Officer Brandon McCormick being promoted to Sgt. The City's Executive Team will be contributing on their own time in the United Way's "Day of Caring" on the morning of Thursday, September 17<sup>th</sup>. Mrs. Gabriel read a letter from Anderson Ardts, Kootenai County Memorial Foundation Board of Directors, thanking the firefighters who donated their time in the fund raising efforts at the Cd'A Resort. Streets Superintendent Tim Martin received a letter from the American Public Works Association thanking him for his efforts in the Snow Conference Program. She noted that Mr. Martin has also taught other cities on the snow gate program.

ORDINANCE NO. 3367  
COUNCIL BILL NO. 1020

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF THE SORBONNE SUBDIVISION, RECORDED IN BOOK "K" OF PLATS, PAGES 58/A/B/C/D/E/F, RECORDS OF KOOTENAI COUNTY, GENERALLY DESCRIBED AS THE LOT 1, BLOCK 13, TRACT "G", AND, THE NORTHWEST QUARTER OF THE SOUTHWEST QUATREER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, B.M., LESS THE RIGHTS-OF-WAY FOR CORNWALL STREET AND SOBONNE DRIVE, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; 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 Edinger, seconded by Hassell to pass the first reading of Council Bill No. 09-1020.

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

Motion by Edinger, seconded by Goodlander to suspend the rules and to adopt Council Bill No. 09-1020 by its having had one reading by title only.

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

**ALLEY COMPLAINT:** Councilman Edinger asked about the status of the alley complaint made at the last Council Meeting. Mrs. Gabriel responded that City Engineering Services Director contacted the complainant to resolve the issue.

**PUBLIC HEARINGS – AMENDING THE 2008-2009 ANNUAL APPROPRIATION**

**ORDINANCE:** Mayor Bloem read the rules of order for this public hearing. Troy Tymesen, Finance Director, gave the staff report.

Mr. Tymesen recalled the events that, one year ago today, caused the downward spiral of the world's economy. He then presented the proposed amendments to this year's budget including an amendment in this year's budget in the amount of \$3,651,575 of which \$2,840,000 is for Street Capital Projects and, in particular, the 4<sup>th</sup> Street Improvement Project. Mr. Tymesen reviewed the income sources to the City and the differences between the projected and actual revenues received which resulted in a shortfall of \$1,182,777. He reviewed the added expenses of the General Fund totaling \$280,225. He also reported that the General Fund Balance at the end of FY 2008 was \$3,814,803 (13% of General Fund expenses) and at the end of FY 2009 will be \$2,351,801 (8% of General Fund expenses). Overall, the General Fund revenues are down 5% and expenses are down 2%; however, no new debt incurred and going forward the budget reflects 6 employee positions that will not be filled, there will be no capital expenditures, a 14% reduction in Services and Supplies, and a 0% increase in property tax revenue to the City. He noted that as a City we have been good stewards of finances in that during the lucrative years, the city's budget did not increase but instead added the increased revenue to the bottom line which is why the City is still healthy during these poor economic times.

Mayor Bloem commented that franchise fees have recently been called a "tax". Mr. Tymesen responded that a franchise fee is a user fee of the utilities that use public rights-of-way.

PUBLIC COMMENTS: Renee Lopez, 518 College Drive, asked if having liquor stores now open on Sundays if that could be the reason for the increased revenue on state liquor sales. Mr. Tymesen said that he could check with the State Liquor Board to see if that did have an impact on the sales of alcohol.

ORDINANCE NO. 3368  
COUNCIL BILL NO. 09-1019

AN ORDINANCE AMENDING ORDINANCE 3339, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2008 APPROPRIATING THE SUM OF ~~\$77,234,108~~ \$80,885,683, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D'ALENE IN THE SUM OF \$3,651,575; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE HEREOF.

Motion by Hassell, seconded by Bruning to pass the first reading of Council Bill No. 09-1019.

DISCUSSION: Councilman Kennedy thanked Troy Tymesen and Vonnie Jensen for all their work in completing this budget revision. Councilman Edinger also thanked all the department heads for their efforts in controlling the budgets as well as the employee associations for making this budget possible.

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

Motion by Edinger, seconded by McEvers to suspend the rules and to adopt Council Bill No. 09-1019 by its having had one reading by title only.

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

**EXECUTIVE SESSION:** Motion by Goodlander, seconded by Edinger to enter into Executive Session as provided by I.C. 67-2345, Subsection C: To conduct deliberations concerning labor negotiations or to acquire an interest in real property, which is not owned by a public agency, and: Subsection F: To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated. .

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

The Council met in Executive Session at 7:05 p.m. Members present were the Mayor, City Council, City Administrator, Deputy City Administrator and City Attorney.

Matters discussed were those of property acquisition and litigation. No action was taken and the Council returned to the regular meeting at 7:50 p.m.

**ADJOURNMENT:** Motion by McEvers, seconded by Hassell to recess to September 28, 2009 for a public hearing on the Amendment to the CDBG 2008 Action Plan to be held in the Library Community Room at 12:00 noon. Motion carried.

The meeting adjourned at 7:50 p.m.

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Sandi Bloem, Mayor

ATTEST:

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Susan Weathers, CMC  
Deputy City Clerk

**A SPECIAL MEETING OF THE  
COEUR D'ALENE CITY COUNCIL**

The City Council met in a continued, special meeting in the Library Community Room at 12:00 noon, on September 28, 2009 there being present upon roll call a quorum

Sandi Bloem, Mayor

A. J. Al Hassell	)	Members of Council Present
Mike Kennedy	)	
Woody McEvers	)	
John Bruning	)	
Deanna Goodlander	)	

Ron Edinger	)	Members of Council Absent
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**AMENDMENT TO AGENDA:** Motion by Hassell, seconded by Bruning to amend the agenda to include the Resolution No. 09-038 to the item for the Agreement with TESH, Inc. Motion carried.

ORDINANCE NO. 3369  
COUNCIL BILL NO. 09-1022

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-8 TO C-17 AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS: A +/- 18,121 SQ. FT. PARCEL AT THE SOUTHWEST CORNER OF HWY. 95 AND HANLEY AVENUE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Goodlander, seconded by Hassell to pass the first reading of Council Bill No. 09-1022.

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

Motion by Hassell, seconded by Kennedy to suspend the rules and to adopt Council Bill no. 09-1022 by its having had one reading by title only.

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

**PUBLIC HEARING – CDBG PLAN YEAR 2008 ACTION PLAN AMENDMENT:**  
Renata McLeod, Project Coordinator, reported that TESH is applying for a \$109,840 grant which requires a 21% match (\$23,066.40). Staff is recommending the match to a grant be



allowed by amending the CDBG Plan for 2008 Action Plan to use \$20,000 from the Sidewalk Enhancement Project budget which would leave a balance of \$4,576.00 toward sidewalk enhancement. Councilman McEvers asked by the rush with a deadline of September 30, 2009. Mrs. McLeod responded that normally the State provides the matching funds for these Federal grants; however, with the State's budget cuts matching funds have been removed from the State Budget.

**PUBLIC COMMENTS:** Russ Doumas, 3621 Hillcrest Circle, CEO of TESH, spoke in support of the request for matching funds. He noted that the grant is for use in improving the TESH facility, paving the parking lot, painting the exterior and interior of the building, replacing the worn/torn carpet, and improve the signage of the facility. Councilman McEvers asked if TESH owned the building and if they have maintenance budget. Mr. Doumas responded that they do own the building, however setting aside funds for repair and maintenance is impossible due to their limited budget. He also confirmed that he believes their request fits the guidelines for use of the CDBG funds. Renata McLeod noted that applications for residents and other community organizations to request for funding from the CDBG funds are available.

Motion by Kennedy, seconded by McEvers to approve the substantial amendment to the Plan Year 2008 Action Plan to utilize \$20,000 toward the TESH project by moving funds from the sidewalk project line item, leaving \$4,576.00 toward sidewalk enhancements. **ROLL CALL:** Goodlander, Aye; Bruning, Aye; Kennedy, Aye; Hassell, Aye; McEvers, Aye. Motion carried.

#### RESOLUTION 09-038

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN AGREEMENT FOR CDBG GRANT FUNDS WITH TESH INC.

Motion by Kennedy, seconded by McEvers to adopt Resolution 09-038.

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

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

The meeting adjourned at 12:30 p.m.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, CMC  
City Clerk

RESOLUTION NO. 09-039

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING THE 2009 / 2010 BENEFIT PLAN CHANGES AND RENEWAL RATES FOR EMPLOYEE MEDICAL BENEFITS AND APPROVING AN 8 HOUR MAXIMUM WAIVER OF THE 'NO DOGS ALLOWED' REGULATIONS AT THE MCEUEN FIELD TENNIS COURTS TO PERMIT THE KOOTENAI COUNTY DOG PARK ASSOCIATION'S USE FOR A DOG PARK FUND RAISING EVENT ON OCTOBER 17, 2009.

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

- 1) Approving the 2009 / 2010 Benefit Plan Changes and Renewal Rates for Employee Medical Benefits;
- 2) Approving an 8 hour maximum waiver of the 'No Dogs Allowed' regulations at the McEuen Field Tennis Courts to permit the Kootenai County Dog Park Association's use for a Dog Park Fund Raising event on October 17, 2009;

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 2" 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 6<sup>th</sup> day of October, 2009.

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Sandi Bloem, Mayor

ATTEST

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

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

ROLL CALL:

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

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

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

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

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

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

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

## MEMORANDUM

DATE: September 30, 2009

TO: Mayor & Council

FROM: Pam MacDonald  
Human Resources Director

SUBJECT: Benefit Plan Changes and Renewal Rates

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### DECISION POINT:

City Council is requested to approve the following benefit plan changes and renewal rates effective October 1, 2009. The benefit plan contracts will include, Group Health Options, Blue Cross of Idaho Dental, Willamette Dental, United Heritage Life Insurance and Long-term Disability, Magnuson, McHugh & Company Flexible Spending Account and Nationwide Deferred Compensation.

### 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.

This year the City was initially faced with a proposed medical premium increase of 29%. The Committee's diligent work resulted in a more palatable 15% increase for the current plans and presented an additional option for employees to elect at an 8.26% increase.

### FINANCIAL ANALYSIS:

The following changes are effective October 1, 2009 through September 30, 2010. The health coverage changes were recommended by the Medical Insurance Review Committee:

- Blue Cross Dental administration fee increase is 7.76% with services remaining the same as in the previous year.
- Willamette Dental increase is 3.18% with benefit coverage remaining the same.
- The benefit coverage for the two current Group Health Options plans remains the same with a rate increase of 15.01%. A third Group Health Options plan was added (\$200 Deductible Plan) with a rate increase of 8.26%. The City pays up to 7.5% of the plan increase and the employee is responsible for the balance if dependents are included.
- The United Heritage long-term disability premium rate increase is 10% and benefit coverage remains the same.
- The United Heritage Life insurance premium cost and benefit coverage remain the same.
- The City's Flexible Spending Account with Magnuson, McHugh & Company, P.A. benefit coverage remains the same but adds a debit card option for the employee.

- The City will adopt the State's Nationwide Deferred Compensation plan effective October 1, 2009. There is no cost to the City and provides the following plan enhancements: A higher fixed rate with an enhanced rate for retirees, no administration fee and the ability to move fixed funds in and out of the plan without percent limits.

**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.

# City of Coeur d'Alene Group Health Medical Insurance Renewal

Effective October 1, 2009  
Group Health

3/10 DRAFT

Benefit Description	OPTION 1		OPTION 2		OPTION 1 PROPOSAL 1ST CHOICE		OPTION 2 PROPOSAL 1ST CHOICE	
	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network
Individual Deductible	NA	\$200	\$500	\$200	\$200	\$750	\$750	\$750
Family Deductible	NA	\$400	\$1,000	\$400	\$400	\$1,500	\$1,500	\$1,500
Individual COP	\$1000/\$2000	\$2000 / \$4000	\$1500 / \$3000	\$1500/\$3000	\$1500/\$3000	\$2000 / \$4000	\$2000 / \$4000	\$2000 / \$4000
Coinsurance	N/A	80%/20%	80%/20%	70%/30%	80%/20%	80%/20%	80%/20%	70%/30%
Lifetime Maximum	Unlimited	80%/20%	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Hospital - Inpatient	\$200 per admit	Ded/CoIn	Ded / CoIn	Ded / CoIn	\$200 per admit/Ded apply	\$200 per admit / Ded/CoIn	Ded / CoIn	Ded / CoIn
Physician	\$10 Co-pay	Ded / CoIn	\$15 Copay + CoIn	\$15 Copay + CoIn	\$15 Copay + Ded	\$15 Copay +Ded/CoIn	\$20 Copay + CoIn	\$20 Copay + CoIn
Lab and X-Ray	100%	Ded / CoIn	Ded / CoIn	Ded / CoIn	Deductible	Ded / CoIn	Ded / CoIn	Ded / CoIn
Emergency Room	\$50 Copay	\$100 Copay + Ded/CoIn	\$75 Copay + Ded/CoIn	\$125 copay + Ded/CoIn	\$75 Copay + Ded	\$125 Copay + Ded/CoIn	\$100 Copay+Ded/CoIn	\$150 Copay+Ded/CoIn
Antibiotics	80% / 20% Co-pay	\$15/\$25 Co-pay	\$10/\$20 Co-pay	80 / 20% CoIn	\$10/\$20 Co-pay	80% / 20% CoIn	\$15/\$30 Co-pay	80 / 20% CoIn
Prescriptions	\$10/\$20 Co-pay	\$15/\$25 Co-pay	\$15 Copay	\$15/\$30 Co-pay	\$15 Copay	\$15/\$25 Co-pay	\$15/\$30 Co-pay	\$20/\$35 Co-pay
Vision	\$10 Copay	Ded / CoIn	\$15 Copay	\$15 Copay + CoIn	\$15 Copay	\$15 Copay + Ded/CoIn	\$20 Copay	\$20 Copay + CoIn
Vision Hardware	\$100 per 12 months	Ded / CoIn	\$100 per 12 months	\$15 Copay + CoIn	\$100 per 12 months	\$15 Copay + Ded/CoIn	\$20 Copay	\$100 per 12 months
Maternity/Hospital	\$200 Per admit	Ded/80% Hospital	Ded / CoIn	Ded / CoIn	\$200 per admit + Ded	\$200 per admit +Ded/CoIn	Ded / CoIn	Ded / CoIn
Maternity/Dr. Visits	\$10 Co-pay	Ded / CoIn	\$15 Co-pay/CoIn	\$15 Co-pay/CoIn	\$15 Copay + Ded	\$15 Copay +Ded/CoIn	\$20 Copay + CoIn	\$20 Copay + Ded/CoIn
Chiropractic	\$10 Co-pay	Ded / CoIn	\$15 Copay + CoIn	\$15 Copay + CoIn	\$15 Copay + Ded	\$15 Copay +Ded/CoIn	\$20 Copay + CoIn	\$20 Copay + CoIn
10 Visits/PCY								
<b>Group Health Options</b>								
Employee Information			Renewal			Renewal		
Current	OPTION 1	Renewal	Current	OPTION 2	Renewal	OPTION 1	OPTION 2	OPTION 1
Single (7.5) Option 2 (5)	\$430.75	\$495.39	\$360.49	\$414.58	\$466.32	\$466.32	\$400.25	\$400.25
Two Party (6.6) Option 2 (2)	\$934.20	\$1,074.38	\$781.82	\$898.14	\$1,011.34	\$1,011.34	\$868.04	\$868.04
Two Party/No Sp (8) Option 2 (0)	\$623.16	\$716.67	\$521.52	\$599.78	\$674.61	\$674.61	\$579.04	\$579.04
Family/No Sp (8) Option 2 (2)	\$707.70	\$813.89	\$592.27	\$681.14	\$766.14	\$766.14	\$657.59	\$657.59
Family (139) Option 2 (5)	\$1,061.55	\$1,220.84	\$888.40	\$1,021.71	\$1,149.20	\$1,149.20	\$986.38	\$986.38
Group Monthly Total	\$252,165.78	\$290,004.57	\$8,992.63	\$10,342.01	\$272,987.24	\$272,987.24	\$9,984.41	\$9,984.41
Annual Total	\$3,025,989.36	\$3,480,054.84	\$107,911.56	\$124,104.12	\$3,275,846.88	\$3,275,846.88	\$119,812.92	\$119,812.92
Increase		15.01%		15.01%		8.28%		11.03%
<b>PROPOSAL 1ST CHOICE</b>								
Employee Information			Renewal			Renewal		
Current	OPTION 1	Renewal	Current	OPTION 2	Renewal	OPTION 1	OPTION 2	OPTION 1
Single	EE Portion \$0.00	EE Portion \$0.00	EE Portion \$0.00	EE Portion \$0.00	EE Portion \$0.00	EE Portion \$0.00	EE Portion \$0.00	EE Portion \$0.00
Two Party	\$46.71	\$123.83	\$39.09	\$103.64	\$57.64	\$57.64	\$70.98	\$70.98
Two Party no SP	\$31.16	\$82.60	\$26.08	\$69.14	\$38.44	\$38.44	\$47.36	\$47.36
Family/NO Sp	\$35.39	\$93.80	\$29.61	\$78.51	\$43.67	\$43.67	\$53.78	\$53.78
Family	\$53.08	\$140.71	\$44.42	\$117.77	\$65.49	\$65.49	\$80.67	\$80.67
<b>PROPOSAL 2ND CHOICE</b>								
Employee Information			Renewal			Renewal		
Current	OPTION 1	Renewal	Current	OPTION 2	Renewal	OPTION 1	OPTION 2	OPTION 1
Single	EE Portion \$0.00	EE Portion \$0.00	EE Portion \$0.00	EE Portion \$0.00	EE Portion \$0.00	EE Portion \$0.00	EE Portion \$0.00	EE Portion \$0.00
Two Party	\$42.00	\$105.00	\$42.00	\$105.00	\$42.00	\$42.00	\$42.00	\$42.00
Two Party no SP	\$60.00	\$70.00	\$60.00	\$70.00	\$60.00	\$60.00	\$60.00	\$60.00
Family/NO Sp	\$70.00	\$80.00	\$70.00	\$80.00	\$70.00	\$70.00	\$70.00	\$70.00
Family	\$104.00	\$120.00	\$104.00	\$120.00	\$104.00	\$104.00	\$104.00	\$104.00



REC'D SEP 01 2009

Pam rec'd 9-3-09 @ 10:55 AM

August 31, 2009

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

RE: Renewal, Group #10030789

Dear Ms. MacDonald:

As you are aware, this coming October 1, 2009 is the renewal of your Administrative Services Contract (ASC) dental program with us. This letter is your official advance notice of this renewal.

It is my understanding that Greg Helbling, your insurance consultant, has already met with you and shared the new administration fee and suggested funding rates for the coming contract year. To confirm the new fee and suggested funding rates, beginning October 1, they are as follows:

**Administration (PEPM):** \$7.08

	<b>Suggested Funding Rates</b>
<i>Enrollee</i>	\$45.07
<i>Enrollee + Spouse</i>	\$90.19
<i>Enrollee + 1 Child</i>	\$69.53
<i>Enrollee + Children</i>	\$88.49
<i>Ee + Sp + Child(ren)</i>	\$136.12

We, at Blue Cross of Idaho, appreciate and value your business. We look forward to serving you in the future.

Sincerely,

Rex Warwick, CHC  
Director of Sales  
Sales & Marketing

bje

cc: Ron Helwege  
Kayleen Florey  
Elaine Daly-Kerr  
Greg Helbling, Consultant

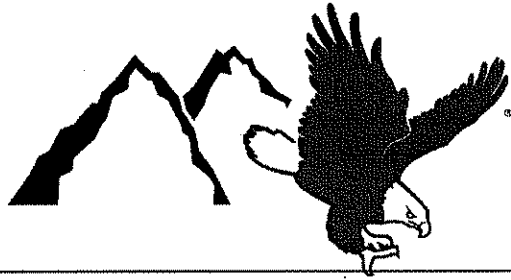
**City of CDA**  
**Dental Renewal**  
 Effective October 1, 2009

Dental	Blue Cross			Willamette			
	Current	Renewal		Current	Renewal		
Employee (61)	\$38.94	\$45.07	15.74%	Employee (16)	\$43.25	\$44.60	3.12%
EE + Spouse (68)	\$77.93	\$90.19	15.73%	EE + Spouse (12)	\$86.50	\$89.25	3.18%
EE + One Child (10)	\$60.08	\$69.53	15.73%	EE + One Child (4)	\$66.70	\$68.80	3.15%
EE + 2+ Children (10)	\$76.46	\$88.49	15.73%	EE + 2+ Children (1)	\$84.90	\$87.60	3.18%
Family (106)	\$117.62	\$136.12	15.73%	Family (40)	\$130.60	\$134.75	3.18%
EE Total (255)	\$9,929.70	\$10,816.80		EE Total (73)	\$3,157.25	\$3,255.80	
Monthly Total	\$21,507.70	\$23,677.50		Monthly Total	\$7,305.70	\$7,537.40	
Annual Total	\$258,092.40	\$284,130.00		Annual Total	\$87,668.40	\$90,448.80	
Increase		\$26,037.60				\$2,780.40	

Presented by Greg Helbling/Helbling Employee Benefits  
 Updated 7/7/2009/te



REC'D JUL 08 2009



UNITED HERITAGE  
Life Insurance Company

*Copy to Tracy &  
Shere  
7-15-09  
JMc*

July 6, 2009

PAM MACDONALD  
HR SPECIALIST  
CITY OF COEUR D'ALENE  
710 E. MULLAN AVE.  
COEUR D'ALENE ID 83814-3958

RE: Group Policy GD, GL-1393

Dear Ms. MacDonald,

We have completed our renewal process for your Group coverages. Based on your current employee census, the rates will change as follows:

Benefit	Current Rates	Rates Effective 10/1/2009
Employee Life (per \$1,000)	\$ .24	\$ .24
AD&D (per \$1,000)	\$ .08	\$ .08
Dependent Life (per family)	\$ .31	\$ .31
Long Term Disability	\$ .68	\$ .75

These rates will be guaranteed not to increase before October 1, 2010, subject to the provisions of the policy.

It has been a pleasure working with you. If there is anything we can do for you or your employees, please let us know.

Sincerely,

Loree Jackson  
[ljackson@unitedheritage.com](mailto:ljackson@unitedheritage.com)  
United Heritage Group Support

cc: Helbling Benefits #9104

United Heritage Life Insurance Company  
(208) 493-6100 - Toll-Free -1-800-657-6351  
707 E. United Heritage Ct., Meridian, Idaho 83642-3527  
P.O. Box 7777 - Meridian, Idaho 83680-7777  
unitedheritage.com

**BEN YSURSA**  
SECRETARY OF STATE  
CHAIRMAN  
DEFERRED COMPENSATION COMMITTEE

**BRIAN KANE**  
DEPUTY ATTORNEY GENERAL  
MEMBER  
DEFERRED COMPENSATION COMMITTEE



STATE OF IDAHO  
DEFERRED COMPENSATION COMMITTEE

**BRANDON WOOLF**  
DEPUTY CONTROLLER  
DEFERRED COMPENSATION COMMITTEE

**ROBERT B. HOFFMAN**  
GOVERNOR'S REPRESENTATIVE  
MEMBER  
DEFERRED COMPENSATION COMMITTEE

June 30, 2009

City of Coeur d'Alene  
Pam MacDonald  
710 E. Mullin Avenue  
Coeur d'Alene, Idaho 83814

Dear Pam,

The State of Idaho Deferred Compensation board now permits any local public employer to adopt the State's Deferred Compensation plan as approved, pursuant to 1977 Idaho Code Section 59-513. The Plan can be added as a side-by-side, or an exclusive Deferred Compensation Plan to any jurisdiction with an existing 457 plan(s). Copies of the sample adoption resolution are included within the binder.

Adopting the State of Idaho plan is easy. All that is required is the approved Adoption Resolution along with adoption board meeting minutes. There is no cost to the entity.

The Plan is one of the top voluntary, supplemental, pre-tax retirement plans in the country. The Plan was established pursuant to Idaho Code section 59-513 and is governed by the Plan Document. The Investment Policy Statement defines the objectives of the Plan and establishes policies and procedures in regards to the investment program. The State of Idaho deferred compensation board updates the plan document and the investment policy on an annual basis (copies attached). Other plan highlights are:

- Board of Examiners oversight of the Plan and investment options. The board utilizes Mercer Investment Consulting to review the plan.
- Nationwide Retirement Solutions (NRS) is the third-party administrator responsible for record-keeping, enrollment, education, marketing and customer service. NRS has a local, full-service office in Boise, as well as, representatives that service the Plan throughout the State.
- Toll-free customer service line and web-site specific to the Plan ([www.idahodc.com](http://www.idahodc.com))
- The plan is a non-annuity program with a 0.00% administration fee. Normal fund operating expenses only.

1. no commissions
  2. no transaction fees
  3. no-sales loads
  4. no administration fees
- Eight Lifecycle portfolios based on retirement dates, offer automatic diversification with professional management.
  - Five risk-based portfolios ranging in risk from aggressive to conservative and are rebalance on a quarterly basis.
  - Nineteen mutual fund investment options amongst six asset classes, which include familiar names like American Funds, Fidelity, American Century and JP Morgan.
  - Fixed account option with an enhanced rate for retirees. No exchange limitation from the fixed account.
  - One, three, and five year CD option for retirees seeking FDIC insurance.
  - A Self-Directed Brokerage Option provided by Charles Schwab & Co.,Inc.
  - A loan provision and unforeseen emergency assistance.
  - Low and moderate income savers who invest part of their salary into the Plan may be eligible for a federal income tax credit.

If you are interested in learning more about the State of Idaho Deferred Compensation Plan or need further Information or have questions, please contact

John Lamm, Idaho Program Director at (208) 342-8657 x 3 for assistance.

Sincerely,

A handwritten signature in cursive script that reads "Ben Yursa".

Ben Yursa  
Secretary of State, committee chairman

**CITY COUNCIL  
STAFF REPORT**

**October 6<sup>th</sup>, 2009**

**From: Doug Eastwood, Parks Director**

**RE: KOOTENAI COUNTY DOG PARK ASSOCIATION - Use of McEuen  
Field Tennis Court site on 10/17/09**

**Decision Point:** Waive 'no dogs allowed' ordinance on October 17<sup>th</sup>, 2009 for a dog show event sponsored by the above organization.

**History:** The KCDPA formed about a year ago to create awareness for an off leash dog park in Coeur d'Alene. They are working with the Parks Department to create an off leash site on School District property adjacent to Northshire Park. This site will be temporary for up to three years. Eventually their goal is to develop a larger, permanent site east of Ramsey Road on a seven acre County owned parcel.

**Financial Analysis:** The KCPDA is raising the funds for the Northshire/Atlas Road site. They have approximately \$6,000 of a needed \$30,000 raised to date. The Parks Department is providing used chain link fence and some benches. We will also offer staff support and coordinate with the KCDPA to get the project developed once funding is in place. The Parks Department will maintain the site (mowing, trimming and other park maintenance). Dog owner will be responsible for cleaning up after their dogs and with assisting on occasional work party site improvements.

**Performance Analysis:** Ordinance 6.05.080 allows the City Council to authorize the use of a park for up to 8 hours. The KCDPA is requesting use of the McEuen Tennis Courts since the courts are fenced and dogs can run off leash. This would give the KCDPA the opportunity to promote the proposed dog park and continue with their fund raising. The KCDPA will keep the area clean return it in as good a shape as they found it or better.

**Decision Point:** Authorize the use of the McEuen Tennis Courts for a KCDPA event on October 17<sup>th</sup>.



# ANNOUNCEMENTS

# Memo to Council

DATE: September 21, 2009

RE: Appointments to Boards/Commissions/Committees

The following appointment and re-appointments are presented for your consideration for the October 6th Council Meeting:

PHIL MORGAN  
CHRIS WEEKS  
KAREN WILLIAMS

ANIMAL CONTROL ADVISORY BOARD  
ANIMAL CONTROL ADVISORY BOARD  
ANIMAL CONTROL ADVISORY BOARD

OFFICER ERIC JOHNSON

CHILDCARE COMMISSION

Sincerely,

Amy Ferguson  
Executive Assistant


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

OTHER BUSINESS



MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: Steve Childers, Captain 

DATE: September 14, 2009

RE: AGREEMENT FOR DOG SHELTER SERVICES WITH KOOTENAI HUMANE SOCIETY

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Decision Point: City Council to re-new an agreement with the Kootenai Humane Society (KHS) to shelter dogs picked up by an animal control officer in Coeur d'Alene.

History: The City of Coeur d'Alene, by mutual agreement with Watson Agency, terminated its agreement for animal control and shelter services February 2007. Upon termination of the agreement, Coeur d'Alene began providing animal control services, and the city of Post Falls agreed to shelter Coeur d'Alene's dogs on a temporary basis.

In May 2008, the City entered into an agreement with KHS for them to shelter dogs picked up by our animal control officer in the city limits. The KHS can shelter our dogs at its current facility located on Ramsey Road in Hayden near the airport.

Financial Analysis: Our fees would not change from the original agreement, however there is additional language clarifying the expense associated with euthanasia and/or disposal of deceased animals.

The original agreement with the KHS was a one-time fee of \$95.00 per dog for a five working day stay. Any additional days required by the City will have a \$20.00 per day charge. Kootenai Humane Society will collect all impound fees as per their fee schedule and collect City citation fees.

KHS will verify current rabies vaccinations and confirm that all dogs are licensed prior to redemption.

Performance Analysis: With approval of this contract, the City will benefit from the experience level of KHS staff as well as the facility they provide.

Decision Point: Request that City Council approve the renewal of this agreement with the Kootenai Humane Society for the sheltering of dogs picked up by our animal control officer.

RESOLUTION NO. 09-040

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR SHELTER SERVICES, WITH THE KOOTENAI HUMANE SOCIETY ITS PRINCIPAL PLACE OF BUSINESS AT PO BOX 1005, HAYDEN, ID 83835.

WHEREAS, it is recommended that the City of Coeur d'Alene enter into an Agreement with the Kootenai Humane Society, for Shelter Services pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an Agreement for Shelter Services, 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 6<sup>th</sup> day of October, 2009.

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

ATTEST:

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

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

ROLL CALL:

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

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

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

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

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

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

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

## **AGREEMENT FOR SHELTER SERVICES**

This Agreement is made and entered into this **6<sup>th</sup> day of October, 2009**, by and between the **KOOTENAI HUMANE SOCIETY, INC.** hereinafter referred to as "KHS", P.O. Box 1005, Hayden, Idaho 83835, an Idaho non-profit corporation, and the **CITY OF COEUR D'ALENE**, a municipal corporation, hereinafter referred to as the "CITY".

**WHEREAS**, KHS currently operates an animal shelter facility which provides impound, board, and care for impounded dogs; and

**WHEREAS**, CITY has in accordance with City Code Sections 6.05 and 6.06 adopted an ordinance for the control of the dog population within its boundary, which includes the seizure and impoundment of dogs under certain circumstances; and

**WHEREAS**, CITY does not presently have its own facility in which to house impounded dogs; and

**WHEREAS**, there is an immediate need to obtain adequate and appropriate shelter for those dogs impounded by CITY; and

**WHEREAS**, CITY desires to enter into an agreement with KHS for the sheltering of dogs impounded by CITY at the KHS facilities,

**NOW, THEREFORE**, the parties agree as follows:

**1. TERM:** The term of this agreement shall be one (1) year, commencing September 1, 2009 and expiring at midnight, August 31, 2010. This Agreement may be renewed for additional one-year terms with 60 days written notice by the CITY prior to expiration of the annual term. Any renewal shall be on the same terms and conditions set forth herein, unless otherwise amended in writing executed by both parties.

**2. CONSIDERATION:** As consideration for the services to be provided by KHS pursuant to this agreement, CITY agrees to pay to KHS

- a. A fee of \$95.00 per dog (paid once per dog, regardless of the length of stay) for each dog held at the shelter on CITY'S behalf for services pursuant to this Agreement unless otherwise specified herein.

- b. A fee of \$95.00 per dog plus \$20.00 per day after five (5) working days for dogs held at the request of the CITY for the purpose of quarantine or for evidentiary purposes. For purposes of this agreement, “working day” shall mean a day when the KHS is open to the public.
- c. A fee of \$50.00 for each dog brought to KHS by the CITY for euthanasia and disposal.
- d. A fee of \$40.00 for each cat brought to KHS by the CITY for euthanasia and disposal.
- e. A fee of \$15.00 for each dead animal brought to KHS by the CITY for disposal.

KHS shall submit a monthly statement by the 10<sup>th</sup> day of each month with an accounting of all fees received by KHS on behalf of the CITY, and all amounts owed to KHS by CITY for the dog held at the shelter for the previous month. CITY agrees to pay KHS the amount owed to KHS by the 1<sup>st</sup> Monday following submittal of the accounting from KHS.

### **3. SERVICES:**

A. KHS agrees to issue dog license tags to CITY residents on behalf of the CITY during the hours the Shelter is open for CITY business for impounded unlicensed dogs prior to releasing the dog to its owner. KHS shall process license applications as directed by CITY and shall be compensated the license fee for each properly completed application.

B. KHS agrees to house dogs impounded by CITY at KHS’s Animal Shelter, located at 11650 N RAMSEY RD, HAYDEN, ID, 83835 hereinafter referred to as “Shelter”, or at such other location as KHS may acquire and/or operate as an animal shelter during the term of this Agreement, and to house those animals under the following terms and conditions:

1. Hours of Operation. The Shelter shall be open to the public for CITY business seven days per week, at a minimum from Noon to 5:00 p.m. week days and Noon to 4:00 p.m. on weekends, except for recognized CITY holidays when the Shelter may be closed.
2. Shelter Conditions. The shelter shall be maintained in a humane manner and shall be kept in a sanitary condition at all times. All services provided by KHS shall be provided in accordance with local laws and the laws of the State of Idaho. The KHS shall use humane methods in the care, euthanasia and disposition of any animal coming under its jurisdiction.
3. Animal Confinement – Impound Time Requirements. The following minimum holding periods are established. For all impoundment periods, the day after impoundment is considered the first day of impoundment.

- a. Lost or Stray Dogs - KHS shall hold an impounded lost or stray dog for not less than five (5) working days, or KHS or CITY has other reason to believe that an owner exists, or that the owner or custodian may claim it prior to other disposition.
- b. Quarantined or evidence dogs. KHS shall hold dogs impounded at the request of the CITY for the purpose of quarantine or evidence until such time as the CITY advises KHS in writing that the dog is no longer quarantined or needed for evidentiary purposes.
- c. CITY may increase any minimum holding period by providing written notice to KHS. Any request by CITY to increase holding periods will result in fees described in SECTION 2 of this Agreement.
- d. Upon expiration of minimum holding periods, all dogs shall become the property of KHS.
- e. At the completion of hold periods no further charges or fees shall accrue to CITY.

#### 4. Disposition of Animals

- a. The KHS may humanely dispose of or transfer to a new owner, upon payment of the applicable fee, any impounded dog not claimed by its owner or custodian within the prescribed holding period.
- b. Dogs relinquished by their owners shall be immediately transferred to the KHS for consideration for its adoption program or other disposition.
- c. Injured or diseased dogs, or newborn dogs unable to feed themselves, may be considered for humane disposition without regard to the prescribed holding period in order to alleviate suffering or to protect other impounded dogs from exposure to a contagious disease. For these purposes, a disease or injury is a condition causing great threat or harm to the dog or other dogs, or causing unnecessary suffering or pain. Dogs exhibiting disease or injury should first be provided appropriate medical treatment, or in extreme cases, considered for other disposition.
- d. Any CITY dog that becomes property of KHS and is adopted through the KHS adoption program shall be altered prior to its release to its new owner. KHS may accept a SPAY/NEUTER deposit in lieu of spaying or neutering a dog prior to adoption if KHS determines the circumstances, such as age or health of the dog, warrant release without surgery.

5. Animal Retrieval

- a. Prior to KHS delivering an impounded dog to anyone claiming a CITY impounded dog during the minimum holding period, KHS shall collect from that person any relevant fees established by city ordinance. Such fees shall accrue to KHS. CITY will provide KHS with a current copy of its fee schedule setting forth relevant dog impound fees.
  - b. Prior to KHS delivering an impounded dog to anyone claiming a CITY impounded dog during the minimum holding period, KHS may collect from that person any relevant citation fees established by the City. Such fees shall accrue to CITY.
  - c. KHS shall verify a current rabies vaccination and license on all claimed dogs. KHS shall verify that license is current or issue a new license before a dog can be released. KHS shall require claimant to sign claim form provided by CITY before dog can be released.
  - d. When releasing other dogs impounded by CITY, KHS shall make every effort to ensure that the person(s) claiming ownership is in fact the owner verified through a vaccination record signed by a veterinarian or similar identification.
6. Veterinary Services CITY impounded dogs which are diseased or injured shall receive veterinary care by KHS not to exceed actual costs of \$100.00. CITY will be responsible for the costs of these services. A disease or injury is a condition causing great threat or harm to the dog or other dogs, or causing unnecessary suffering or pain. Dogs exhibiting disease or injury should first be provided appropriate medical treatment, or in extreme cases, considered for other disposition only after notification to and concurrence with CITY.

**4. RECORD KEEPING:**

A. KHS shall maintain a weekly accounting of all dogs received from CITY, services rendered and fees and fines collected. Receipts shall be issued by KHS for all fees and fines received on behalf of the CITY. The weekly accounting shall include the intake and disposition of all dogs received on behalf of CITY, all citations paid and unpaid, and licenses issued or renewed. Said accounting shall be delivered weekly to CITY's designee.

B. CITY reserves the right to review all records and conduct an audit of KHS's records relating to CITY impounded dogs and services rendered on behalf of CITY by KHS. KHS shall also provide to CITY a monthly accounting as described above on or before the 10th day of each month.

**5. TERMINATION:**

A. Termination for Convenience. Either party may terminate this Agreement upon 90 days written notice to the other party. Within 90 days of the effective date of termination, each party shall forward to the other party any and all billings due and owing.

B. Termination for Default. In the event that KHS fails to provide services or follow CITY procedures and practices as required by this Agreement, CITY may terminate this Agreement for cause without giving 90 days written notice. Prior to termination the CITY shall provide written notice to KHS of such default for failure to provide services or follow CITY procedures or practices and give KHS (30) days from the date of written notification to cure the default. In the event KHS fails to cure the default within the thirty (30) days, CITY may immediately terminate this Agreement.

**6. INDEMNIFICATION AND INSURANCE:** To the extent permitted by law, CITY and KHS each agree to save, indemnify, defend and hold harmless the other from any and all liability, claims, suits, actions, losses, expenses, injuries, damages, and costs, including reasonable attorneys' fees, court costs and expenses and liabilities incurred in or from any such claim arising out of the performance of this Agreement, and attributable to the negligent actions of the indemnifying party. KHS, as the service provider, shall promptly notify CITY of any such claims of which it has knowledge and shall cooperate fully with CITY or its representatives in the defense of the same.

KHS shall obtain and maintain such comprehensive public liability insurance as will protect it from claims for damages because of bodily injury, including death, or damages because of injuries or destruction or loss of use of property, which may arise from its operations under this Agreement, whether such operations be by it, its volunteers, agents, or anyone directly or indirectly employed by KHS. The minimum amount of insurance shall be Five Hundred Thousand Dollars (\$500,000). KHS shall name the CITY as additional insured.

All insurance required under this section shall be maintained in full force and effect at each party's expense until this Agreement terminates. Certificates of insurance and/or evidence of financial responsibility will be provided to the other party upon request, and shall name the other party as additionally covered as appropriate.

**7. SEVERABILITY:** If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and shall be modified, amended or limited only to the extent necessary to render it valid and enforceable as agreed upon by the parties.



IN WITNESS HEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

**CITY OF COEUR D' ALENE**

**KOOTENAI HUMANE SOCIETY INC.**

\_\_\_\_\_  
Sandi Bloem, Mayor  
Date: \_\_\_\_\_

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

ATTEST:  
  
\_\_\_\_\_  
City Clerk

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

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

On this \_\_\_\_ day of October, 2009, 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 October, 2009, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the President, of **Kootenai Humane Society**, 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: \_\_\_\_\_

COUNCIL BILL NO. 09-1021  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 12.28.180 AND 12.28.210 TO RAISE THE BUILDING PERMIT VALUE TRIGGERING CERTAIN SIDEWALK AND CURBING IMPROVEMENTS FROM \$15,000 TO \$30,000; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after recommendation by the City Council at their September 1, 2009 meeting, 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 12.28.180, is hereby amended to read as follows:*

**12.28.180: NEW CONSTRUCTION OR IMPROVEMENTS;  
SPECIFICATIONS GENERALLY; PERMIT:**

- A. Hereafter, when building structures are constructed on, or moved to, or alteration is made to any building on, lots within the city where there are no curbs, the persons constructing or causing to be constructed on, or moving, or causing to be moved such structures to, or altering or causing alterations to be made to existing structures on such lots shall, during the construction, moving, or alteration construct street curbs and install asphalt paving between the newly installed curb line and the existing street paving resulting in no pervious interstices. If the street grade is less than thirty one hundredths of one percent (0.30%), curbs and gutters shall be constructed, except in areas where in the judgment of the city engineer they are not practicable because of construction problems. Such curbing, curbs and gutters, and asphalt shall be constructed and installed along the front of the lot. If such lot is a corner lot, or has double frontage, such curbing, or curbs and gutters, shall be constructed along the front of the lot and extended along a radius to the side street and installed along the side street to the rear lot line. In addition, when curbing is required, corner lots shall be required to install curb ramps complying with city standards and ADA guidelines, when there is existing sidewalk or when sidewalk will be installed with the project. Curbs, curbs and gutters, and asphalt shall be constructed to conform to the plans and specifications on file in the office of the city engineer. No curbing, curbs and gutters, curb cuts in existing curbing, or asphalt shall be constructed without a permit issued by the office of the city engineer and

all such work shall be inspected by the city engineer, or his duly authorized agent. Such construction shall conform to the grades established by the city engineer.

- B. In the event the building structure is a portable classroom which meets the parking requirements of subsections 17.44.050D4 and D5 of this code and other requirements of section 17.44.050 of this code, curbs and asphalt installation shall not be required until a permanent structure(s) is built thereon.
- C. In the case of streets under the jurisdiction of the city and designated as urban principal arterials, urban minor arterials, and urban collector streets pursuant to the Coeur d'Alene comprehensive transportation plan as adopted by ordinance 2242, and as may hereafter be amended, curbs and asphalt paving shall not be required if the city council has prioritized said streets anticipating improvement by local improvement districts or otherwise within five (5) years from the date curbs and asphalt paving would be required under subsection A of this section and if the conditions in subsection C1 of this section are met.
  - 1. In the event said street is so designated, an owner of real property abutting said street, who pursuant to subsection A of this section would be required to provide curbing and asphalt paving, shall enter into an agreement in a form acceptable to the city. The agreement shall provide that in the event the city does not proceed with such improvement for said street within five (5) years from the date curbs and asphalt paving are required, the owner will immediately install curbs and asphalt paving as are then required by law or the city may install the required curbs and asphalt paving at the owner's expense which the owner shall agree will become a lien on the subject property.
- D. Curbs and asphalt paving shall not be required for frontages of a development along undeveloped and unused street rights of way when the undeveloped public right of way is not needed for ingress or egress to the proposed development.
- E. In the event of alteration or modification of an existing structure which would require curbing and asphalt paving exceeding five hundred feet (500'), the city may enter into an agreement with the property owner to construct the remaining required curb and asphalt paving within a period of time not to exceed five (5) years.
- F. Curbing and asphalt paving, if otherwise required by this section, may be deferred if it is determined by the city council that curb and asphalt paving construction would cause a safety hazard, maintenance problem, or drainage hazard in an area where the city does not anticipate further development except by local improvement district, or where physical constraints are present which preclude the construction of such improvements in a reasonable manner. When curbing and asphalt paving are deferred, the owner shall enter into an agreement with the city for the installation of such improvements at a future time. Such an agreement shall provide for at least the following:
  - 1. Construction of said improvements shall commence within ninety (90) days of receipt of a notice to proceed from the city.
  - 2. That in the event of default by the owner, the city is authorized to cause the improvements to be installed and charge the entire cost and expense to the owner.
  - 3. That the agreement be recorded with the county recorder at the expense of the owner,

and shall bind all successors and assigns and constitute a lien on the property.

4. That the owner, his successors or assigns, agree not to object, by signing a petition, or not to protest the formation of a local improvement district by resolution method.
  - a. The agreement shall not relieve the owner from any other lawful requirements. The improvements shall conform to the applicable codes in effect at the time of construction.
  - b. Deferred curbing and asphalt paving improvement agreements shall be effective for ten (10) years from the date of recordation.
  - c. Deferred curbing and asphalt paving improvement agreements shall be approved by the city council in a manner determined by the council.

G. No curbing is required when:

1. The building permit is for an amount less than ~~fifteen-thirty~~ thousand dollars (\$~~1530~~,000.00), or the value of a structure moved onto the lot together with the amount for which the building permit is issued is less than ~~fifteen-thirty~~ thousand dollars (\$~~1530~~,000.00); however, if a footing and foundation only building permit is issued, and a subsequent building permit is issued for the structure that is to be placed on top of that same foundation, and the combined valuation of both permits exceeds ~~fifteen-thirty~~ thousand dollars (\$~~1530~~,000.00), then for the purposes of this section both permits shall be considered as one permit and curbs and asphalt paving shall be required, subject to any exceptions further defined herein.
2. In a previously developed residential neighborhood on residential streets when:
  - a. All of the lots on one side of the street have been previously built upon in accordance with city codes without curbs; and
  - b. Said lot frontages without curbs extend a maximum of four hundred fifty feet (450') in either direction or to the nearest intersection whichever is less.A neighborhood for purposes of all parts of this section shall be defined within the limits delineated in subsections G2a and G2b of this section.

In the event a local improvement district is created in the neighborhood, this section shall no longer apply.

**SECTION 2.** *That Coeur d'Alene Municipal Code Section 12.28.210, is hereby amended to read as follows:*

**12.28.210: SIDEWALKS; REQUIREMENTS FOR NEW CONSTRUCTION AND IMPROVEMENT:**

- A. Sidewalk Construction Required: Hereafter when building structures are constructed on or moved to or alterations are made to existing structures on lots within the city where there are no sidewalks, the persons constructing, or causing such construction, or moving, or causing to be moved such structures, or altering or causing to be altered such existing structures on the lots, shall, during the construction, moving or alteration of structures, construct sidewalks

and curb ramps as described in sections 12.28.220 and 12.28.230 of this chapter.

B. Subdivision Improvements: Hereinafter, but subject to the provisions of subsection C5 of this section regarding hillside subdivisions, sidewalks and curb ramps will be required to be constructed as subdivision improvements.

C. Exceptions: No sidewalk is required when:

1. The building permit is for an amount less than ~~fifteen~~thirty thousand dollars (\$~~1530~~30,000.00), or the value of a structure moved onto the lot together with the amount for which the building permit is issued is less than ~~fifteen~~thirty thousand dollars (\$~~1530~~30,000.00); however, if a footing and foundation only building permit is issued, and a subsequent building permit is issued for the structure that is to be placed on top of that same foundation, and the combined valuation of both permits exceeds ~~fifteen~~thirty thousand dollars (\$~~1530~~30,000.00), then for the purposes of this section both permits shall be considered as one permit and sidewalks shall be required subject to any exceptions further defined herein.
2. There is a natural change of elevation in the ten foot (10') strip adjoining the curb of greater than four feet (4') and a safe alternative pedestrian pathway is available.
3. In a previously developed residential neighborhood:
  - a. All of the lots on one side of the street have been previously built upon in accordance with city codes without sidewalks; and
  - b. Said lot frontages without sidewalks extend a maximum of four hundred fifty (450) front feet in either direction or to the nearest intersection, whichever is less; and
  - c. A neighborhood for purposes of all parts of this section shall be defined within the limits delineated in subsections C3a and C3b of this section;
  - d. In the event a local improvement district is created in the neighborhood, this section shall no longer apply.
4. The building permit is for a portable classroom which meets the parking requirements of subsections 17.44.050D4 and D5 of this code and other requirements of section 17.44.050 of this code.
5. There is a hillside subdivision. A "hillside subdivision" is defined as a subdivision where the highest and lowest points are at least one thousand feet (1,000') distant horizontally and the difference in elevation is at least thirty percent (30%) of the horizontal separation.
6. Sidewalks may not be required for immediate installation if the requirements of subsection 12.28.180C, D, or F of this chapter are met. However, such sidewalks will be installed at such time that curbs would be pursuant to subsections 12.28.180C, D, and F of this chapter.

D. Sidewalk Length:

1. The length of the sidewalk required on large lots shall be limited to one hundred feet (100') or ten percent (10%) of the building permit valuation, whichever is greater. For the purposes of this calculation, the price of the sidewalk shall be determined by the most recent sidewalk bid available to the city. Remainders of twenty percent (20%) or less shall be included in the required sidewalk.

2. However, if the length of required sidewalk would exceed five hundred feet (500') and the building permit is for an alteration or modification of an existing structure, the city may enter into an agreement with the property owner to construct the length of sidewalk exceeding five hundred feet (500') within a period of time not to exceed five (5) years.

E. Sidewalk Width: Sidewalk width shall be as set forth below:

1. In the DC zoning district, subject to subsection E4 of this section, the required sidewalk width excluding curbs shall be a minimum of eight feet (8').
2. In all other commercial zoning districts, sidewalk width shall be a minimum of five feet (5') with an additional three foot (3') setback between the curb and sidewalk or, if no setback, a minimum of eight feet (8').
  - a. Whenever a bridge is constructed over an interstate highway the standard for sidewalk width shall be a minimum of four feet (4'), with no setback from curb requirements.
3. In all other zoning districts, sidewalk width shall be a minimum of five feet (5') subject to subsection E4 of this section.
4. When the public right of way behind the curb is four and one-half feet (4<sup>1</sup>/<sub>2</sub>') and a five foot (5') sidewalk is required, or seven and one-half feet (7<sup>1</sup>/<sub>2</sub>') and an eight foot (8') sidewalk is required, the six inch (6") curb width may be included to achieve the required width.

F. Sidewalk Location: Sidewalk location shall allow for a five foot (5') separation between the curb and the sidewalk in residential areas. Sidewalk location shall be adjacent to the curb in commercial areas, except as allowed by special permit of the city council when the council finds that such exception would further the general welfare and interests of the community.

G. Exceptions:

1. In the event of less than adequate right of way, reduction of the parking strip or placement of the sidewalk against the curb shall be allowed, dependent upon the width of the right of way.
2. The occurrence of the following natural and manmade features shall allow alternate placement:
  - a. Trees and shrubs larger than six inches (6") at the base;
  - b. A grade change between two feet (2') and four feet (4') in the ten foot (10') strip adjoining the curb;
  - c. The presence of permanent structures.
3. When sidewalks are being installed in a local improvement district construction project, the sidewalk may be located next to the curb at the request of a majority of the property owners within such district witnessed by a written petition filed with the city prior to the awarding of the contract for the construction of the sidewalk.

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

**SECTION 4.** Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance

or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

**SECTION 5.** The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

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

APPROVED, ADOPTED and SIGNED this 6<sup>th</sup> day of October, 2009.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Amending M.C. Sections 12.28.180 & 12.28.210 Increasing the Value to Trigger Sidewalk  
Repairs for Permits

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 12.28.180 AND 12.28.210 TO RAISE THE BUILDING PERMIT VALUE TRIGGERING CERTAIN SIDEWALK AND CURBING IMPROVEMENTS FROM \$15,000 TO \$30,000; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

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Susan K. Weathers, City Clerk



## **STATEMENT OF LEGAL ADVISOR**

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Amending M.C. Sections 12.28.180 & 12.28.210 Increasing the Value to Trigger Sidewalk Repairs for Permits, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 6<sup>th</sup> day of October, 2009.

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Warren J. Wilson, Chief Deputy City Attorney

# PUBLIC HEARINGS

**CITY COUNCIL  
STAFF REPORT**

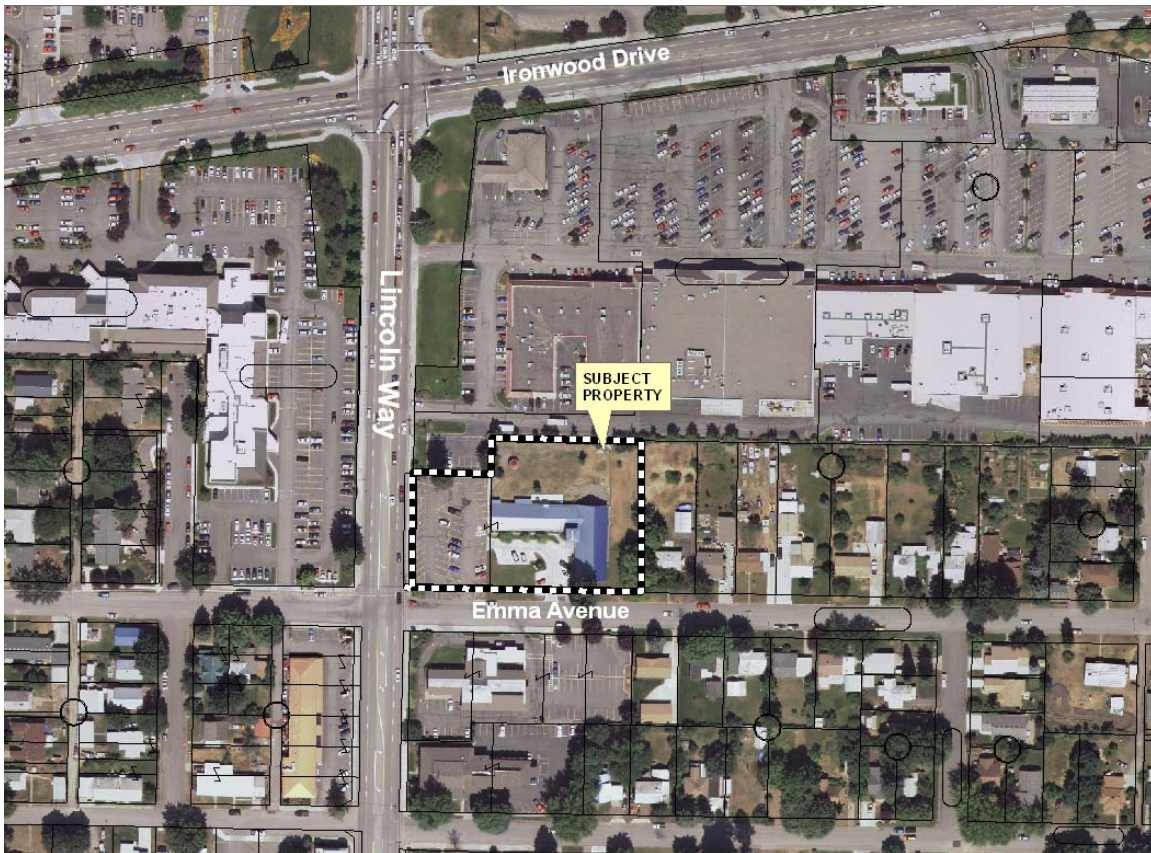
FROM: JOHN J. STAMSOS, SENIOR PLANNER  
DATE: OCTOBER 6, 2009  
SUBJECT: ZC-4-09 - ZONE CHANGE FROM R-12 TO C-17L  
LOCATION: +/- 1.5 ACRE PARCEL AT THE NORTHEAST CORNER OF LINCOLN WAY AND  
EMMA AVENUE

**DECISION POINT:**

Brad W. Baldwin is requesting approval of a Zone Change from R-12 (Residential at 12 units/acre) to the C-17L (Commercial Limited at 17 units/acre) zoning district at 521 West Emma Avenue.

**SITE PHOTOS:**

- A. Aerial photo

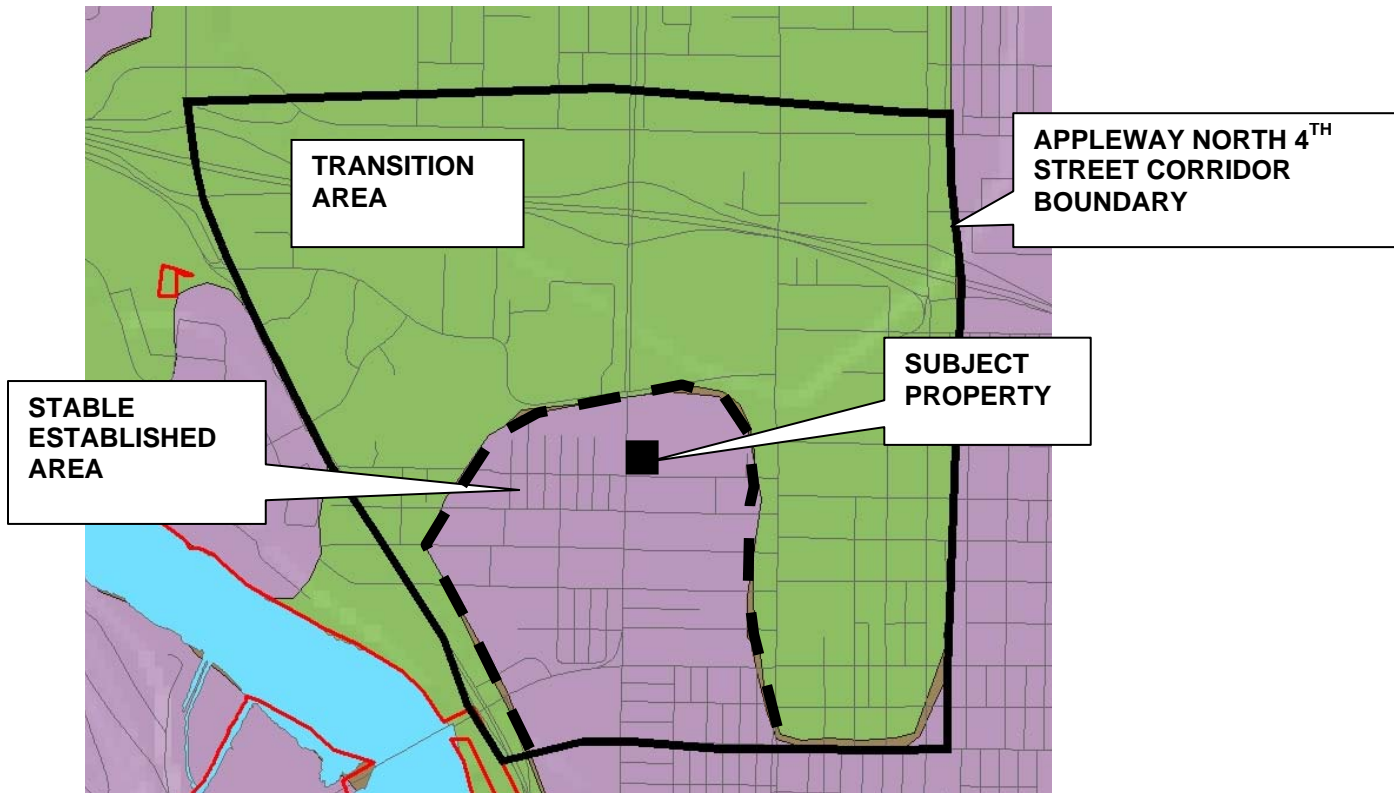


B. Subject property.

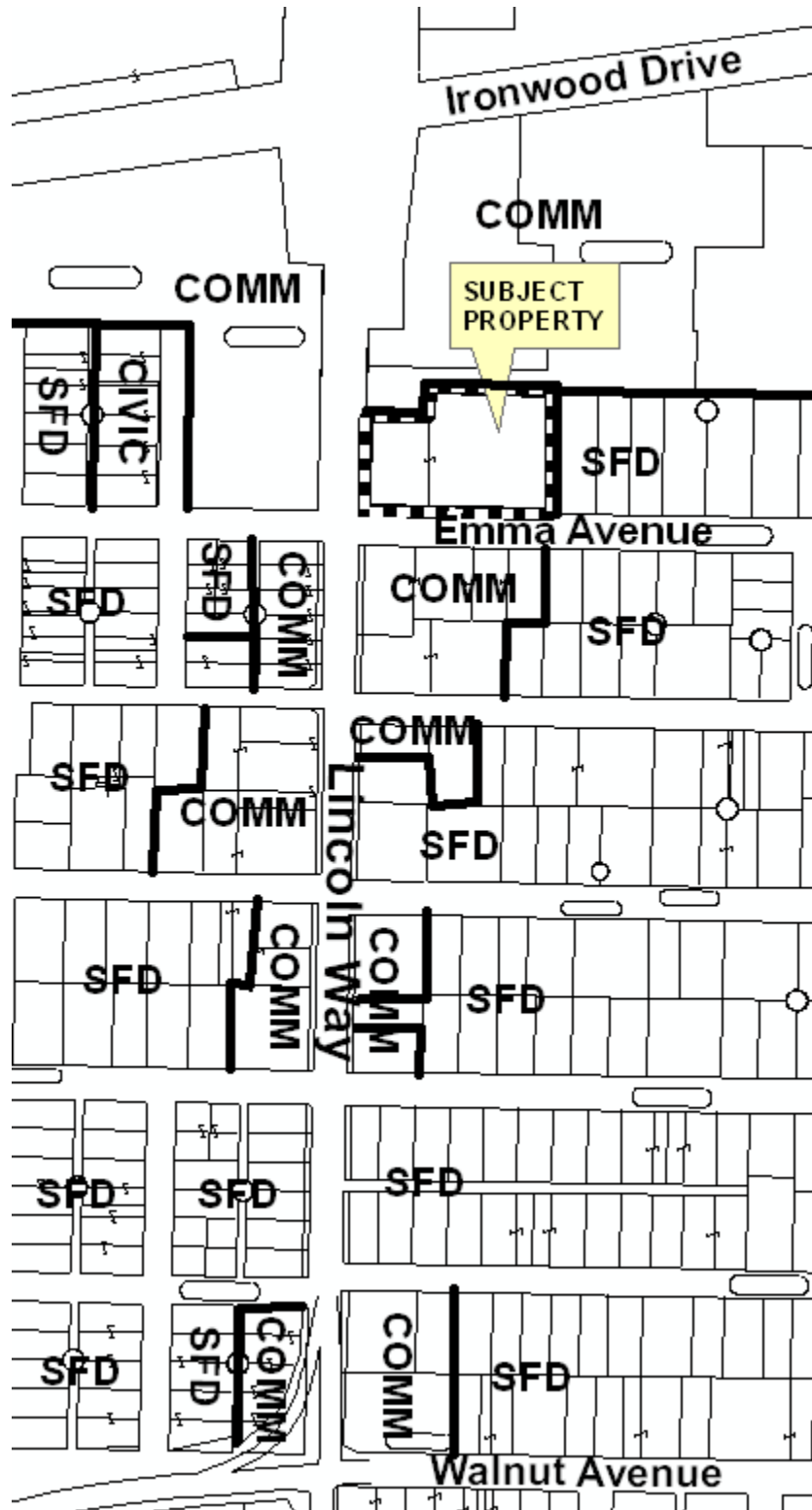


**GENERAL INFORMATION:**

A. 2007 Comprehensive plan designation – Stable Established – Appleway North 4<sup>th</sup> Street.



B. Existing land use:





D. Previous zone changes approved along Lincoln Way.



E. Applicant: Brad W. Baldwin  
10812 North Lakeview Drive  
Hayden, ID 83835

Owner: Lincoln Way Church of God, Inc.  
521 West Emma Avenue  
Coeur d'Alene, ID 83814

F. Land uses in the area include residential – single-family, commercial – professional office and retail sales and civic.

G. The subject property contains a church.

H. Previous zone changes approved along Lincoln Way. (See map above)

- ZC-1-82 – R-12 to C-17L
- ZC-9-84SP – R-12 to C-17L
- ZC-2-85 – R-12 to C-17L
- ZC-17-85SP – R-12 to C-17L
- ZC-23-85SP – R-12 to R-17
- ZC-11-86 – R-12 to C-17L
- ZC-20-86 – R-12 to C-17L
- ZC-9-87 – R-12 to C-17
- ZC-15-87SP – R-12 to C-17L
- ZC-9-88 – R-12 to C-17L
- ZC-10-88 – R-12 to C-17L
- ZC-6-89 – R-12 to C-17L
- ZC-7-90 – R-12 to R-17
- ZC-1-95 – R-12 to C-17L
- ZC-5-05 – R-12 to R-17

I. Evaluation: In looking at the development of the commercial corridor along Lincoln Way from Ironwood Drive to West Walnut Avenue, the following conclusions can be drawn:

1. The predominate zoning is C-17L, which is the zoning district intended for professional and medical offices.
2. As shown on the zoning map, the majority of parcels fronting on Lincoln Way are now zoned C-17L.
3. The predominate land use along this corridor is medical or professional offices.
4. As shown on the zoning map, there are only four areas still zoned R-12, that have frontage on Lincoln Way

J. Zoning ordinance considerations:

**Purpose and intent:**

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.

Evaluation:     The C-17L zone would appear to be appropriate for this location and setting. This is based on the existing zoning and land use patterns along Lincoln Way, the purpose of the C-17L zone which is intended to primarily be for professional office uses and the suitability of the C-17L zone to serve as a buffer between residential and commercial areas.

K. The Planning Commission approved the request on September 8, 2009 by a 5 to 0 vote.

**REQUIRED FINDINGS:**

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

1. The subject property is within the Area of City Impact Boundary.
2. The 2007 Comprehensive Plan Map designates the subject property as Stable Established and in the Appleway North 4<sup>th</sup> Street Area, as follows:
  - A. Stable Established:

These areas are where the character of neighborhoods has largely been established and, in general, should be maintained. The street network, the number of building lots and general land use are not expected to change greatly within the planning period.
  - B. Appleway North 4<sup>th</sup> Street Area:

Generally, this area is expected to be a mixed use area. The stable/established residential area will remain. The west Ironwood corridor will require careful evaluation of traffic flow. Ironwood will be connected to 4<sup>th</sup> Street, enabling higher intensity commercial and residential uses.
  - C. The characteristics of Appleway - North 4th Street neighborhoods will be:
    - That overall density will approach six units per acre (6:1) with infill and multi-family housing located next to arterial and collector streets.
    - That pedestrian and bicycle connections will be provided.
    - Street widening and potential reconfiguration of US 95 should be sensitive to adjacent uses.
    - Uses that strengthen neighborhoods will be encouraged.
  - D. The characteristics of Appleway - North 4th Street commercial areas will be:
    - That commercial buildings will remain lower in scale than in the downtown core.
    - Streetscapes should be dominated by pedestrian facilities, landscaping, and buildings.
    - Shared-use parking behind buildings is preferred.
3. Significant 2007 Comprehensive Plan policies:
  - Objective 1.02 - Water Quality:

Protect the cleanliness and safety of the lakes, rivers, watersheds, and the aquifer.

- Objective 1.11- Community Design:  
Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.
- Objective 1.12 - Community Design:  
Support the enhancement of existing urbanized areas and discourage sprawl.
- Objective 1.14 - Efficiency:  
Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.
- Objective 2.01 - Business Image & Diversity:  
Welcome and support a diverse mix of quality professional, trade, business, and service industries, while protecting existing uses of these types from encroachment by incompatible land uses.
- Objective 2.04 - Downtown & Neighborhood Service Nodes:  
Prioritize a strong, vibrant downtown and compatible neighborhood service nodes throughout the city.
- Objective 3.05 - Neighborhoods:  
Protect and preserve existing neighborhoods from incompatible land uses and developments.
- Objective 3.16 - Capital Improvements:  
Ensure infrastructure and essential services are available prior to approval for properties seeking development.
- Objective 3.18 - Transportation:  
Provide accessible, safe and efficient traffic circulation for motorized, bicycle and pedestrian modes of transportation, requesting input from authoritative districts and neighboring communities when applicable.
- Objective - 4.01 City Services:  
Make decisions based on the needs and desires of the citizenry.
- Objective 4.02 - City Services:  
Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling and trash collection).

4. Evaluation: The City Council must determine, based on the information

before them, whether the 2007 Comprehensive Plan policies do or do not support the request. Specific ways in which the policy is or is not supported by this request should be stated in the finding.

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

**SEWER:**

Public sewer is available to this lot.

Evaluation: Public sewer is of adequate capacity to support applicants Zone Change request.

Submitted by Don Keil, Assistant Wastewater Superintendent

**WATER:**

Water is available to the proposed development.

Evaluation: Domestic water service is available and exists to 521 W Emma (corner lot). The larger lot to east is bordered by a main to the north in what appears to be a public easement. However, no main exists on southern street frontage (Emma).

Submitted by Terry Pickel, Assistant Water Superintendent

**STORMWATER:**

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

Evaluation: The subject property is fully developed at this time. If the site is redeveloped, all current stormwater management standards will be required to be adhered to.

**TRAFFIC:**

Trip generation from the current use as a religious assembly site does not create a significant impact on the adjoining streets. Traffic impacts would be evaluated at the time of redevelopment should the use on the subject property change in the future,

**STREETS:**

The subject property is bordered by Emma Avenue and US Hwy. 95. The adjoining streets are under multi-jurisdictional control with Emma Avenue managed by the City of Coeur d'Alene and US Hwy 95 managed by the State of Idaho Department of Transportation.

Evaluation: Both streets are fully developed and built to City standards. Although there is no sidewalk on the Emma frontage, any new development would result in its installation. Access to US Hwy 95 is controlled by the Idaho Transportation Department and generally restricted; therefore, no access will be allowed from the subject property on to the roadway without written authorization from ITD.

Submitted by Chris Bates, Engineering Project Manager

FIRE:

The fire department will address other issues such as water supply, hydrants and access prior to any site development and upon receipt of additional information of this project.

Submitted by Glen Lauper, Deputy Fire Chief

POLICE:

I have no comments at this time.

Submitted by Steve Childers, Captain, Police Department

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

There are no physical constraints such as topography that would make the subject property unsuitable for development.

**D. 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 at the southwest corner of the busy intersection of Hanley Avenue and U. S. 95 and only has access to Hanley. It is located along the Highway 95 commercial corridor adjacent to the Sunrise Terrace residential neighborhood but has no direct access to this neighborhood; however, there could be impacts to the surrounding. US Highway 95 has become a high impact gateway into the community as well as the major north-south highway through north Idaho. The subject property is one of several properties along both sides of Highway 95 that is directly impacted by its close proximity to the highway and thus dramatically affected by traffic, noise and other impacts.

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

**PROPOSED CONDITIONS:**

Engineering:

1. No access will be allowed on to US Hwy 95 from the subject property without written authorization from the Idaho Department of Transportation.

Ordinances and Standards Used In Evaluation:

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

Coeur d'Alene Bikeways Plan  
Resolution No. 09-021 Complete Street Policy

**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.

Applicant: Brad W. Baldwin  
Location: 521 W. Emma Avenue  
Request: A proposed zone change from R-12 (Residential @ 12 units/acre)  
To C-17L (Commercial Limited)  
QUASI-JUDICIAL (ZC-4-09)

Senior Planner Stamosos presented the staff report, gave the mailing tally as, 0 in favor, 0 opposed, and 3 neutral and answered questions from the Commission.

There were no questions for staff.

**Public testimony open.**

Brad Baldwin, Applicant representative, 1082 Hayden, commented that he feels C-17L is the appropriate zoning and showed a map of the surrounding properties zoned C-17L. He explained from looking at the map and reading the City Comprehensive Plan that his property fits the zoning.

He asked if the Planning Commission had any questions.

The Planning Commission did not have any questions for the applicant.

**Public testimony closed.**

**Motion by Soumas, seconded by Bowlby, to approve Item ZC-4-09. Motion approved.**

**ROLL CALL:**

Commissioner Bowlby	Voted	Aye
Commissioner Evans	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Rasor	Voted	Aye
Commissioner Soumas	Voted	Aye

Motion to approve carried by a 5 to 0 vote.

## Justification

I am requesting a zone change for the property located at 521 W Emma Avenue, Coeur d'Alene, the "Property", from its current R-12 zoning to C-17L. The C-17L zoning district is intended as a low intensity commercial and residential mix district, and is suitable as a transition between residential and commercial zoned areas. It should be located on designated collector streets or better for ease of access and to act as a residential buffer.

The Property, of course, is located on Highway 95, the major north-south highway through north Idaho. The Property appears to be designated "Transition" on the 2007 Comprehensive Plan Map. The Transition designation is given to those areas where the character of neighborhoods is in transition and land should be developed with care. The proposed C-17L zoning would allow development to occur compatibly with the neighborhoods to the east, while being consistent with the more immediate surrounding zoning and land uses:

Except for two MH-8 areas, one R-8 area, and one LM zoned area, the Property is the only parcel fronting on the Highway 95/Lincoln Way commercial corridor north of Davidson Avenue that is not zoned either C-17 or C-17L.

Of the five contiguous or nearest properties, four of them are zoned either C-17 or C-17L.

Directly north and contiguous to the Property is the Ironwood Square, zoned C-17. This retail property totals 42,622 square feet and abuts the Property on its southern border for a distance of 332 feet.

The property directly south across Emma Avenue is The Eye Institute, located at 1814 N Lincoln Way, which is zoned C-17L. This building is approximately 12,372 square feet. Its underlying land frontage on Lincoln Way runs approximately 150 feet and extends 325 feet from the corner of Lincoln Way east on Emma Avenue.

Across Lincoln Way to the west is the Interlake Office Condos and Suites, which total 101,582 square feet, and comprise the entire block on the west side of Lincoln Way from its southern border on Emma Avenue to its northern border on Ironwood Drive. The entire 215 feet of the Property's Lincoln Way frontage is across the street from the Interlake building, which is zoned C-17L. The Interlake building has 426 feet of frontage on Lincoln Way.

If one looks at the northwest, northeast, southwest, and southeast quadrants of the cross-section of Emma and Lincoln Way, all of the corners are zoned C-17L, except the Property.

The NE quadrant is occupied by the Interlake Office Condos and Suites.

The SE quadrant is occupied by the Lincoln Way Retail Center.

The SW quadrant is occupied by The Eye Institute.

The NW quadrant is where the Property is located.

Only the eastern property line of the Property abuts a residential parcel, at 503 W Emma Avenue.



The C-17L designation is also more appropriate for the Property than the Neighborhood Commercial (NC) designation. The NC zoning 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. The existing surrounding developments (particularly those which support the Kootenai Hospital District, as well as the regional retailers in and around Ironwood Square such as Albertsons, Shopko and the like), already serve a much larger population than a typical neighborhood commercial center. Furthermore, the products and services which a neighborhood commercial center might provide would not be able to compete with the regional and national companies, which are just as easily accessible by the neighborhoods to the east. Neighborhood commercial activities could not afford the market rents associated with a high-profile, high-traffic corridor such as Highway 95.

The NC zone also fails to support the intended use of the Property.

1. My intended use for this site would eventually be professional office, consistent with surrounding land uses and supportive of the hospital and other professional offices. Such a use does not fit the Neighborhood Commercial zone description. A great majority of the employees would have to drive to the building, and only a small percentage of people would come from the neighborhood, typical of many businesses being accessed on this US 95 commercial corridor.
2. In 17.05.1030, Basic Development Standards; Maximum Floor Area, in Paragraph B, it states that the maximum floor area shall not exceed 4,000 square feet for retail uses, and 8,000 square feet for all other nonresidential uses. The existing building on the Property is larger than 13,000 square feet.
3. The price of the land and commensurate rents for this high profile corner along the US 95 commercial corridor will be, in many cases, too expensive for neighborhood commercial tenants.

At the eventual time that this church is replaced, a better facility will be constructed within the context of the existing corridor's buildings and level of sustainability, welcoming and supporting a diverse mix of quality professional and business companies.

For all of the reasons cited above, I believe the C-17L zoning is justified.

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

**A. INTRODUCTION**

This matter having come before the Planning Commission on, September 8, 2009, and there being present a person requesting approval of ITEM ZC-4-09, a request for a zone change from R-12 (Residential at 12 units/acre) to the C-17L (Commercial Limited at 17 units/acre) zoning district

LOCATION: +/- 1.5 acre parcel at the northeast corner of Lincoln Way and Emma Avenue

APPLICANT: Brad W. Baldwin

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

- B1. That the existing land uses are residential – single-family, commercial – professional office and retail sales and civic.
- B2. That the Comprehensive Plan Map designation is Stable Established
- B3. That the zoning is R-12 (Residential at 12 units/acre)
- B4. That the notice of public hearing was published on, August 22, 2009, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, August 24, 2009, which fulfills the proper legal requirement.
- B6. That 38 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on, August 21, 2009, and 3 responses were received: 0 in favor, 0 opposed, and 3 neutral.
- B7. That public testimony was heard on September 8, 2009. The applicant, Brad Baldwin explained the request and answered questions.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:

Stable Established:

These areas are where the character of neighborhoods has largely been established and, in general, should be maintained. The street network, the number of building lots and general land use are not expected to change greatly within the planning period.

Objective 3.16 - Capital Improvements:

Ensure infrastructure and essential services are available prior to approval for properties seeking development.

The request fits this policy by having adequate infrastructure and services.

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

This is based on the staff report that indicates that they are adequate.

B10. That the physical characteristics of the site do make it suitable for the request at this time because the topography is level and it can accommodate commercial development.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses because it is compatible with the surrounding commercial uses and fits the neighborhood.

**C. ORDER: CONCLUSION AND DECISION**

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

Special conditions applied are as follows:

Engineering:

1. No access will be allowed on to US Hwy 95 from the subject property without written authorization from the Idaho Department of Transportation.

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

ROLL CALL:

Commissioner Bowlby	Voted Aye
Commissioner Evans	Voted Aye
Commissioner Messina	Voted Aye
Commissioner Rasor	Voted Aye
Commissioner Soumas	Voted Aye

Commissioner Luttropp was absent.

Motion to approve carried by a 5 to 0 vote.

  
\_\_\_\_\_  
CHAIRMAN BRAD JORDAN

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

**A. INTRODUCTION**

This matter having come before the City Council on October 6, 2009 , and there being present a person requesting approval of ITEM: ZC-4-09 , a request for a zone change from R-12 (Residential at 12 units/acre) to the C-17L (Commercial Limited at 17 units/acre) zoning district

LOCATION: +/- 1.5 acre parcel at the northeast corner of Lincoln Way and Emma Avenue

APPLICANT: Brad W. Baldwin

**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, commercial – professional office and retail sales and civic.
- B2. That the Comprehensive Plan Map designation is Stable Established
- B3. That the zoning is R-12 (Residential at 12 units/acre)
- B4. That the notice of public hearing was published on, September 18, 2009, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, September 23, 2009 which fulfills the proper legal requirement.
- B6. That 38 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on, September 18, 2009, and \_\_\_\_\_ responses were received: \_\_\_\_ in favor, \_\_\_\_ opposed, and \_\_\_\_ neutral.
- B7. That public testimony was heard on October 6, 2009 .
- 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 **BRAD W. BALDWIN** for a zone change, as described in the application should be **(approved) (denied) (denied without prejudice)**.

Special conditions applied are as follows:

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to adopt the foregoing Findings and Order.

**ROLL CALL:**

Council Member Hassell	Voted _____
Council Member Edinger	Voted _____
Council Member Goodlander	Voted _____
Council Member McEvers	Voted _____
Council Member Bruning	Voted _____
Council Member Kennedy	Voted _____

Mayor Bloem Voted \_\_\_\_\_ (tie breaker)

Council Member(s) \_\_\_\_\_ were absent.

Motion to \_\_\_\_\_ carried by a \_\_\_\_ to \_\_\_\_ vote.

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MAYOR SANDI BLOEM