

**WELCOME**  
To a Regular Meeting of the  
**Coeur d'Alene City Council**  
Held in the Library Community Room

**AGENDA**

**VISION STATEMENT**

Our vision of Coeur d'Alene is of a beautiful, safe city that promotes a high quality of life and sound economy through excellence in government.

The purpose of the Agenda is to assist the Council and interested citizens in the conduct of the public meeting. Careful review of the Agenda is encouraged. Testimony from the public will be solicited for any item or issue listed under the category of Public Hearings. Any individual who wishes to address the Council on any other subject should plan to speak when **Item F - Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

**6:00 P.M.**

**December 5, 2017**

**A. CALL TO ORDER/ROLL CALL**

**B. INVOCATION:** Pastor Kevin Schultz, The Vine Church

**C. PLEDGE OF ALLEGIANCE**

**D. AMENDMENTS TO THE AGENDA:** Any items added less than forty eight (48) hours prior to the meeting are added by Council motion at this time.

**E. CONSENT CALENDAR:** Being considered routine by the City Council, these items will be enacted by one motion unless requested by a Councilmember that one or more items be removed for later discussion.

1. Approval of Council Minutes for the November 21, 2017 Council Meeting.
2. Approval of Bills as submitted and reviewed for accuracy by Finance Department
3. Approval of General Services Committee Minutes for the meeting held on November 27, 2017
4. Setting of Public Works and General Services Committee meetings for December 11, 2017 at 12:00 noon and 4:00 p.m. respectively
5. Annual Road and Street Financial Report for year ending September 30, 2017.
6. **Resolution No. 17-071**
  - a. S-2-17 – Alpine Point, Approval of a Maintenance/Warranty Agreement and Acceptance of Improvements and Security.  

**As recommended by the City Engineer**
  - b. Approval of a Lease Agreement with Randy & Akiko Folk dba the Tiki Hut for Food Concession at Independence Point

- c. Approval of a Cooperative Agreement for Mutual Aid Assistance with the Idaho Department of Lands (IDL)

**Recommended by the General Services Committee**

**F. PUBLIC COMMENTS:** (Each speaker will be allowed a maximum of 3 minutes to address the City Council on matters that relate to City government business. Please be advised that the City Council can only take official action this evening for those items listed on the agenda.)

**G. ANNOUNCEMENTS**

1. **City Council**

2. **Mayor**

- a. **Appointments:** Ashley L. McCormack, PhD, MSW to the Arts Commission

**H. OTHER BUSINESS:**

1. Authorize the allocation of \$50,000 from the Parks Capital Improvement Fund for the new Skate Park and accept ignite cda funding.

**Staff Report by: Sam Taylor, Deputy City Administrator**

2. **COUNCIL BILL NO. 17-1034** - Complete Streets Ordinance

**Staff Report by: Monte McCully, Trails Coordinator**

3. **RESOLUTION NO. 17-072 - A-4-12** Annexation Agreement with Scott Stephens for 1354 Silver Beach Road.

**Pursuant to Council Action on August 7, 2012**

**I. PUBLIC HEARINGS:**

1. (Legislative) V-17-6 - Vacation of the 20' emergency vehicle access easement located between Lot 8 and Lot 9, Block 1 of the Graystone Subdivision
  - a. **Council Bill No. 17-1035** – Ordinance approving the Vacation of the 20' emergency vehicle access easement located between Lot 8 and Lot 9, Block 1 of the Graystone Subdivision

**Staff Report by: Dennis Grant, Engineering Project Manager**

2. (Legislative) V-17-7 - Vacation of the Good People Condominiums plat, Book K of plats, Page 106 located at 1421 and 1423 Kaleigh Court

- a. **Council Bill No. 17-1036** –Ordinance approving the Vacation of the Good People condominiums plat, Book K of plats, page 106 located at 1421 and 1423 Kaleigh Court

**Staff Report by: Dennis Grant, Engineering Project Manager**

3. (Legislative) 0-3-17 – Short Term Rental Ordinance – Municipal Code Chapter 17.08

- a. **Council Bill No. 17-1037** – Ordinance approving Municipal Code Chapter 17.08 entitled Short Term Rental

**Staff Report by: Sean Holm, Senior Planner**

**J. EXECUTIVE SESSION:** Idaho Code 74-206 (a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need, (d) To consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code.

1. Nomination of Appointment of City Administrator

**Nomination by Mayor Widmyer**

**K. RECESS:** Thursday, December 7, 2017 at Noon in the Library Community Room located at 702 E. Front Avenue for a Workshop with the Kootenai County Commissioners.

*This meeting is aired live on CDA TV Cable Channel 19 (Charter Cable)*



# Coeur d'Alene

## CITY COUNCIL MEETING

*December 5, 2017*

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**MEMBERS OF THE CITY COUNCIL:**

**Steve Widmyer, Mayor**

**Council Members Edinger, English, Evans, Gookin, McEvers, Miller**

# 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

November 21, 2017

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, November 21, 2017 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Dan Gookin ) Members of Council Present  
Kiki Miller )  
Amy Evans )  
Loren Ron Edinger )  
Woody McEvers )  
Dan English )

**CALL TO ORDER:** Mayor Widmyer called the meeting to order.

**PLEDGE OF ALLEGIANCE:** Councilmember McEvers led the pledge of allegiance.

**PRESENTATION OF THE CDATV SURVEY AWARD -** CDATV Committee Chair Melanie Collett noted that the CDATV Committee recently conducted a survey to get a better understanding of the viewing habits of people tuning into the Public Education Government (PEG) channel. There were 268 respondents to the survey. She noted that the trend indicates that 78% of those responding to the survey watched city meetings through streaming. Bunkhouse Media donated an i-Pad as a prize to one lucky survey participant. Councilmember McEvers drew the name of Diana Jackson. Ms. Collett thanked everyone for their time in filling out the survey and noted that the committee will review the final data and bring forward some recommendations in the near future.

**CONSENT CALENDAR: Motion** by McEvers, second by Edinger, to approve the consent calendar.

1. Approval of Council Minutes for the November 7, 2017 Council Meeting.
2. Approval of Bills as submitted and reviewed for accuracy by Finance Department
3. Approval of the Financial Report
4. Approval of General Services Committee Minutes of November 13, 2017
5. Setting of Public Works and General Services Committee meetings for November 27, 2017 at 12:00 noon and 4:00 p.m. respectively
6. Setting of Public Hearings for December 5, 2017:
  - a. V-17-6 - Vacation of the 20' emergency vehicle access easement located between Lot 8 and Lot 9, Block 1 of the Graystone Subdivision
  - b. V-17-7 - Vacation of the Good People Condominiums plat, Book K of plats, Page 106 located at 1421 and 1423 Kaleigh Court

- c. 0-3-17 – Short Term Rental Ordinance – Municipal Code Chapter 17.08
7. Setting of Public Hearings for December 19, 2017 for the adoption of the 2015 International Building Code with amendments, amendments to the 2012 International Residential Code, the 2015 International Energy Conservation Code (commercial provisions) with amendments, the 2012 International Energy Conservation Code (residential provisions) with amendments, the 2015 International Existing Building Code with amendments, and the 2017 Idaho State Plumbing Code with amendments.
8. Approval of Beer and Wine Licenses:
  - a. Amos Poe, Ona LLC., 1201 N. Government Way (transfer from Gittels Market)
  - b. Grace McNiel and Jamie Son, dba Momo, 101 E. Sherman Avenue (transfer from Bonsai Bistro)
  - c. Alexander Castagno, AC Outdoors LLC. /dba/ Coeur d'Alene Bike Co. 314 N. 3rd Street (New)
9. **Resolution No. 17-070** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE, INCLUDING APPROVAL OF COEUR D'ALENE PLACE 29TH ADDITION FINAL PLAT, SUBDIVISION IMPROVEMENT AGREEMENT, AND SECURITY (S-3-12); ACCEPTANCE OF A QUIT CLAIM DEED FROM THE MUSEUM OF NORTH IDAHO; DECLARATION AS SURPLUS A 1988 GMC WILDLAND ENGINE AND THE DONATION TO A RURAL FIRE DEPARTMENT; AND APPROVING AN ADDENDUM TO THE LAKE CITY ENGINEERING CONTRACT FOR FINAL DESIGN OF THE 15TH STREET RECONSTRUCTION - PHASE 2 PROJECT FROM HARRISON AVENUE TO BEST AVENUE.

**DISCUSSION:** Councilmember Gookin mentioned the Quit Claim Deed from the Museum is in reference to the blue building on Northwest Boulevard. He noted that the land lease does not allow for sub-leases. City Attorney Mike Gridley explained that Burlington North Santa Fe Railroad originally leased to the Museum and the Bureau of Land Management (BLM) now owns the land, so the encroachment is on BLM property.

**ROLL CALL:** Miller Aye; McEvers Aye; Gookin Aye; English Aye; Edinger Aye; Evans Aye.  
**Motion Carried.**

#### **COUNCIL ANNOUNCEMENTS:**

Councilmember Miller noted that she attended the performing arts center advisory committee meeting, which reviewed 11 proposals for the feasibility study and they plan to make a recommendation at the December 20, 2017 ignite cda meeting. They hope to have someone on board at the beginning of the year. She noted that at yesterday's Parks and Recreation meeting, Kootenai Health was given a Landscape Excellence Award for the Ironwood Drive widening project wherein they worked with the City, ITD, Cameron Reilly Construction, and Bartlett Tree Care Experts to make site plan modifications to save nine mature London Plane trees. She noted that the Atlas Waterfront Project has been updated on the city website and will be updated regularly. Please visit [www.cdavid.org/atlaswaterfront](http://www.cdavid.org/atlaswaterfront) for more information.

**DISCUSSION OF SUB-COMMITTEE STRUCTURE** - Mayor Widmyer noted that he requested Municipal Services Director Renata McLeod to bring this item forward. He wanted to provide an opportunity for the Council to discuss what method of meeting in-between Council meetings works best for the Councilmembers. Ms. McLeod noted that this subject has come up a couple of times over the years and reiterated that this is an opportunity for the entire Council to discuss the issue in front of each other. There are many options to discuss or the Council may wish to leave the committee structure status quo.

Councilmember English noted that he likes the sub-committee structure as it provides an opportunity for the Council and the community to have a first look at items. He really likes the idea of combining the two committees and allowing for a substitute councilmember covering as needed. He also noted that this would give the Council exposure to more subjects.

Councilmember Edinger suggested that the committee structure remain the same.

Councilmember McEvers asked Councilmember Edinger why the sub-committees were originally created. Councilmember Edinger noted that the Mayor would appoint the councilmembers to a committee with a chairman and he thinks it is working fine. Councilmember Gookin noted that he had discussed the sub-committee structure with former Mayor Jim Fromm, who claims credit for creating the committees, and he felt that the committees were intended to save staff time. He believes that the sub-committees should be eliminated as the subcommittee meetings last 15 minutes to 30 minutes and then many items are placed on the full Council agenda anyway. He does not think it would extend the Council meeting length by much, although he agrees that the sub-committees do give a chance for items to be vetted outside of a Council meeting.

Councilmember Evans said that she is comfortable with the status quo and that there is flexibility in moving items from one committee to another. She believes that the sub-committees do provide an opportunity to inform the community and gives them time to provide input to the Council prior to the Council meeting date. Councilmember Evans also believes it allows staff an opportunity to be more prepared to present to the Council.

Councilmember Miller said she would like to leave the current committee structure the way it is and feels that it provides another opportunity for the community to hear the items. She noted that it also provides her time to dive into and research the items before the Council meeting and do her due diligence more effectively. She noted that the Council should annually review what they agree to for consent items.

Councilmember McEvers noted that when items go through the sub-committees he learns more and gets to know staff and spend time with them. He likes the Public Works side and likes the current method that allows him time to read everything and have good questions ready for the meetings.

Mayor Widmyer reiterated that the current method allows for a slight time savings and gives staff an opportunity to get comfortable with their presentations and is a good tool. Therefore, they will leave the committee structure the same as it now.



**ACCEPTANCE OF CANVASSED ELECTION RESULTS- Pursuant to the November 7, 2017 Election**

Kootenai County Results  
November 7, 2017 City-Fire Election

Precinct	Candidates			
	City of Coeur d'Alene			
	Mayor	Council Seat 2	Council Seat 4	Council Seat 6
	Steve Widmyer	Amy Evans	Woody McEvers	Kiki J. Miller
37	6	6	6	6
38	23	24	22	23
39	30	28	28	25
40	28	25	24	26
42	25	26	23	27
43	24	23	23	23
44	73	74	69	74
45	44	42	41	42
46	46	44	45	44
47	66	62	57	60
48	12	14	13	13
49	23	20	19	20
50	20	19	19	19
51	18	19	20	19
52	32	31	28	29
53	35	35	33	36
54	49	51	50	50
55	40	41	40	40
56	25	22	23	21
57	22	24	22	22
58	68	67	61	63
59	30	31	26	29
60	35	31	31	32
61	8	8	8	8
62	15	16	14	16
ABS CDA	582	571	562	564
Total	1,379	1,354	1,307	1,331

**MOTION:** Motion by Gookin, seconded by Edinger to accept the canvassed election results as presented by Kootenai County and that the results be reflected in the minutes of this meeting.  
**Motion carried.**

**(QUASI-JUDICIAL HEARING) ZC-3-17 - APPLICANT: WELCH COMER;  
LOCATION: SOUTH OF VACATED GARDEN AVENUE EAST OF PARK DRIVE,  
REQUESTED PROPOSED ZONE CHANGE FROM R-3 (RESIDENTIAL AT 3  
UNITS/ACRE) TO CITY R-8 (RESIDENTIAL AT 8 UNITS/ACRE) ZONING DISTRICT**

**STAFF REPORT:** Planner Mike Behary explained that the applicant, ignite cda, has requested a zone change from R-3 (Residential at 3 units per acre) to R-8 (Residential at 8 units per acre). The property is a parcel located south of vacated Garden Avenue east of Park Drive and is approximately .4 of an acre. He provided maps depicting the location of the property, surrounding zoning and land uses. He provided a summary of staff comments regarding utilities being adequate. The findings needed tonight include the following: that this proposal is or is not in conformance with the comprehensive plan policies; that the public facilities and utilities are or are not available and adequate for the proposed use; that the physical characteristics of the site do or do not make it suitable for the request at this time; and that the proposal would or would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character and or existing land use.

Mr. Behary reviewed the applicable Comprehensive Plan sections and staff input regarding the finding categories and principle uses within an R-8 zone. He noted that one suggested condition would be that the final plat includes a designation to single-family detached housing only.

**DISCUSSION:** Councilmember McEvers asked for clarification of the location. Mr. Behary noted that there was a land swap that took place to increase the parkland and it was previously parkland. Councilmember Gookin asked for additional explanation of the difference between an R-8 single-family zoning rather than it being noted on the plat. Mr. Behary explained that the R-8 single-family designation (R8SF) would need to be a special use permit, which requires another notice to the property owners and another public hearing; whereas, the plat notation is more straightforward and clearly connected to the title of the property. Councilmember Gookin noted that the neighborhood is concerned about building duplexes, and wondered if there is anything that can undo the single-family designation. Mr. Behary noted that he is not aware of anything that could do that.

Mayor Widmyer called for public comments and the Clerk conducted the oath for each of those testifying.

**PUBLIC COMMENTS:**

**APPLICANT:** Phil Boyd with Welch Comer spoke on behalf of the applicant. He noted that the history of the project area dates back to November, 2015. There was an odd configuration of the park, utilized by the skate park previously. In the spring of 2016, the City and County began the joint parking lot project and began discussions with ignite cda for a land trade that would provide a better flow to the park. As they moved through the process, they held meetings in various public venues. The theme from the public was consistent, which was the desire to make the area similar to the Fort Grounds, specifically smaller lot sizes. To elevate concerns about lots being consolidated and duplexes being built, they will have included building envelopes upon the plat, which specify the buildable area. Councilmember Evans asked if the condition of single-

family dwelling noted on the plat, versus the R8SF is preferable. Mr. Boyd felt that the condition on the plat would satisfy the requirement of single-family dwellings and the building envelope will clarify buildable area and size. Mr. Behary reiterated that the reference on the plat versus the R8SF special use permit saves the applicant the step of going through a special use permit process latter. Mayor Widmyer asked for clarification regarding how the building envelopes would be designated. Mr. Behary noted it would be included on the final plat. Councilmember Gookin noted that the setback appears to be about 20 feet from the road and wondered if there will be encroachments allowed. Mr. Behary explained that the current code allows for an open front porch, one story high up to 10 feet. The building structure would be allowed a maximum height of 32' within the envelope. Councilmember English felt that the building envelope was intended to protect what would be built on the lot and how big. Mr. Behary noted that this would have more restrictions than normal plats. Councilmember McEvers asked if they could build a garage outside of the envelope. Mr. Behary noted that they could put a detached structure outside the envelope. Councilmember Miller asked if this land would be a part of the Fort Ground zone. Mr. Behary clarified that this is separate from the Fort Grounds. Mr. Boyd noted that the porches must be within the envelope. Mr. Boyd clarified that there would be no parking along the Park Drive as there is no front access to these parcels. Councilmember Gookin thanked Mr. Boyd for listening and putting the effort into preserving trees and sidewalks and matching the existing neighborhood.

Ken Murphy, Coeur d'Alene, noted that he lives within the Fort Ground neighborhood and is in opposition to the zone change request. Ignite cda has ten lots; three are in a park and were acquired for the original purpose of park expansion and should remain a park. He noted several comprehensive plan items and zoning ordinances talk about protecting the land. In 2006, a survey was conducted and it noted that citizens want more open space. He encouraged the Council to turn down the zoning request and encouraged the City to save the three lots as park space. Councilmember Gookin asked what the property looks like now. Mr. Murphy noted that the lots look great, and that water meters are installed for the first seven lots. He also noted that the setbacks and tree protection is nice. Councilmember McEvers clarified that the land that is requested for rezone was parkland that was traded for more parkland so there is not less parkland. Mr. Murphy said that the original purpose of the purchase was for park expansion and it should stay the same.

Public Comment was closed.

**DISCUSSION:** Councilmember Gookin noted that the goal for ignite cda is to generate some revenue from the sale of the lots. If the city left it as parkland it would affect ignite's ability to generate revenue. Mayor Widmyer noted that it would be a loss of approximately \$500,000 and the parking garage came in at approximately \$7.3 Million, so they need to raise funds to help pay for that construction. He noted that there were a variety of reasons as to why the land was purchased, and that there was not one single idea for the ground initially. Councilmember English noted that he is a new member of the ignite cda board and is impressed that there is a lot of concern by the Board about meeting the citizens' desire to keep it single-family lots. He acknowledge the need to get what they can out of the investment so that it can be reinvested into other projects. Councilmember Miller noted that the restrictions that are coming forward may decrease the property value a bit and demonstrates a protection to the neighborhood.

Councilmember Gookin noted that the land trade makes the park space equal and made for a better, larger park in the end. Ignite cda is spending cash toward projects like the parking garage and cash has to come from the sale of the lots.

**MOTION:** Motion by Gookin, seconded by McEvers to approve ZC-3-17; a zone change from R-3 (Residential at 3 units/acre) to City R-8 (Residential at 8 units/acre) zoning district, South of vacated Garden Avenue East of Park Drive and to make the necessary Findings and Order including the condition that the plat include a designation of single-family detached housing only.

**ROLL CALL:** McEvers Aye; Gookin Aye; Evans Aye; English Aye; Edinger Aye; Miller Aye.  
**Motion carried.**

**(LEGISLATIVE HEARING) A-3-17 APPLICANT: THE ESTATE OF MARVIN PAUL KEOUGH; LOCATION: 7845 N. RAMSEY ROAD, REQUESTED PROPOSED 4.6 ACRE ANNEXATION FROM COUNTY AGRICULTURAL TO CITY C-17 (COMMERCIAL 17 UNITS/ACRE)**

**STAFF REPORT:** Senior Planner Sean Holm noted that the applicant, the estate of Marvin Paul Keough, has requested the annexation of approximately 4.6 acres of land located at 7845 N. Ramsey Road with the requested zoning of C-17 (Commercial at 17 units/acre). He reviewed the property history, location, area zoning, and area land uses. Mr. Holm explained that currently there is an existing single-family residence with associated accessory storage structure(s) and a cell phone tower on a portion of the property, while the remainder is vacant. A small grove of trees near the cell phone tower also exists on the parcel. A mix of uses and zoning districts, both in the city and county, exist in the area. He noted that the Findings required for the annexation include the following: that this proposal is or is not in conformance with the Comprehensive Plan policies; that the public facilities and utilities are or are not available and adequate for the proposed use; that the physical characteristics of the site make or do not make it suitable for the request at this time; and that the proposal would or would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and/or existing land uses. Mr. Holm noted several applicable Comprehensive Plan policies and characteristics of the site and permitted uses within the C-17 zone. He noted the Annexation Agreement should include the condition to bring the site into compliance with the city's minimum paving standards. Additionally, planning staff recommends that the dead bushes be replanted and the existing irrigation system is functioning properly to meet minimum city standards. Conditions should be complete within 1-year of the Annexation, or at the time of site development; whichever occurs first. The Streets and Engineering Department requests a five feet (5') of right-of-way to be dedicated, to provide a consistent 100-foot right-of-way width, as exists north and south of the subject property, and to allow for maintenance and operation of the existing shared-use path.

**PUBLIC TESTIMONY:** Mayor Widmyer called for public comments and the Clerk conducted the oath for each of those testifying.

**APPLICANT:** Steve White with Lake City Engineering spoke on behalf of the applicant and concurred with the recommended conditions and that the findings required can be met.

Mike Kobold, Coeur d'Alene, noted that he was seeking Council support to require the applicant to provide an easement across their property, as he will be land locked for sewer and would like to connect to the city sewer on Ramsey Road and that would require crossing the applicant's property. Mr. Gridley noted that the City could not place a condition on the property owner requiring that type of easement, but it can be negotiated between the parties.

**DISCUSSION:** Councilmember McEvers asked if there should be a buffer to the abutting R-3 zone. Mr. Holm confirmed that a buffer would be required at the time of a building permit. Councilmember McEvers asked if the only access would be from Ramsey Road and if it is zoned C-17 could they assume it is not going to be homes. Mr. Holm noted that the access is off Ramsey and that a residential use can occur within a C-17 zone. Councilmember McEvers asked if there is a concern about the vehicular impact on Ramsey Road. Mr. Holm noted that it would depend on the use and Mr. White explained that they do not have a definitive use planned yet.

**MOTION:** Motion by Evans, seconded by Edinger to approve A-3-17 a proposed 4.6 acre annexation from County Agricultural to City C-17 (Commercial 17 units/acre) located at 7845 N. Ramsey Road by the Estate of Marvin Paul Keough and to direct staff to negotiate an annexation agreement, and to develop the necessary Findings and Order and include the recommended conditions of meeting the city's minimum paving standards and the dedication of five feet (5') of right-of-way to the City of Coeur d'Alene to provide a consistent 100-foot right-of-way width, as exists north and south of the subject property, and to allow for maintenance and operation of the existing shared-use path and said conditions are to be complete within 1-year of the Annexation, or at the time of site development, whichever occurs first.

**ROLL CALL:** Gookin Aye; Evans Aye; English Aye; Edinger Aye; Miller Aye; McEvers Aye.  
**Motion carried.**

**RECESS:** Motion by McEvers, seconded by Evans to Thursday, November 30, 2017 at Noon in the Library Community Room located at 702 E. Front Avenue for a Workshop with ignite cda.  
**Motion carried.**

The meeting adjourned at 7:23 p.m.

ATTEST:

\_\_\_\_\_  
Steve Widmyer, Mayor

\_\_\_\_\_  
Renata McLeod, CMC, City Clerk

**GENERAL SERVICES COMMITTEE**  
**MINUTES**  
November 27, 2017  
**12:00 p.m., Library Community Room**

**COMMITTEE MEMBERS**

Councilmember Ron Edinger, Chairperson  
Councilmember Kiki Miller  
Councilmember Amy Evans

**STAFF**

Juanita Knight, Senior Legal Assistant  
Bill Greenwood, Parks & Recreation Director  
Troy Tymesen, Finance Director  
Kenny Gabriel, Fire Chief  
Monte McCully, Trail Coordinator,

**Item 1. Three-Year Agreement for food concession at Independence Point  
(Resolution No. 17-071)**

Bill Greenwood is asking for approval to extend the food concession agreement with Tiki-Hut for 2018, 2019, and 2020 season. Mr. Greenwood said in 2009 the City held RFQ's (Request for Quotes) for food service at Independence Point. Tiki-Hut was chosen and staff has chosen to renew their contract every season since. The staff of Tiki-Hut does a good job of providing food service and information to park visitors. Mr. Greenwood said the fee for 2018 season is \$6,083.68; 2019 is \$6,199.27; and 2020 is \$6,317.05.

Councilmember Miller asked if there is a clause in the contract that gives them the first right of refusal to renew. Mr. Greenwood said there is not.

**MOTION: by Evans, seconded by Miller, to recommend that Council adopt Resolution No. 17-071 renewing an agreement with Tiki-Hut at Independence Point for the 2018, 2019, and 2020 season. Motion Carried.**

**Item 2. Water based business.  
(Agenda)**

Bill Greenwood presented the idea of creating a new commercial off shore water based business opportunity within the city of Coeur d'Alene jurisdiction. Mr. Greenwood noted in his staff report that over the years staff has had requests for additional commercial spaces within the waterfront corridor. Those requests have not come to fruition due to the lack of space available and creating conflicts with the general public and current vendors. Mr. Greenwood said city staff has tried to work with folks interested in this type of business on the water and were unable to come to workable plan that was satisfactory to the City. Mr. Greenwood said staff is not interested in water based business within the city's jurisdiction, noting the jurisdiction is 1,000 feet. Beyond 1,000 feet it is the county and the City has no control over that.

Councilmember Evans asked if the County and Idaho Department of Lands share the same sentiments of not wanting to have water based business. Mr. Greenwood said yes. Both entities tried working with the water based business this summer and had difficulty getting them to comply with some of the same requirements the city was asking for.

Councilmember Evans asked if an accident occurred while conducting business beyond the 1,000 foot line, what would happen. Mr. Greenwood said he was told by the Fire Dept. that they would still respond because a person would need help. Mr. Greenwood said Deputy Fire Chief Lauper asked the water based business for a fire plan. Deputy Fire Chief Lauper was told he would be provided a plan. However, the business later said their safety plan was to call 911.

Councilmember Evans said the largest concern in this situation is safety for citizens. She asked if there are any boundaries the City can enforce to ensure City Safety Standards are followed. Mr. Greenwood said the entities responsible outside of the City's jurisdiction has asked for the same safety measures the City asked for. Those compliances were not fulfilled by the business. Enforcing safety measures would be very difficult as it would require someone to be monitoring them at all times.

Councilmember Miller commented that what she is hearing is that this isn't about one off-shore business but any business that would want to conduct an activity on the water and the ordinance that would govern those business. She said it sounds like most jurisdictions agree that this is not a definite NO but a NOT AT THIS TIME. There may be some opportunity in the future, that if there were the ability to have multi-jurisdictions agree on the safety issues, enforcement, and protocol, it could in the future enhance some recreational activities on the water. Mr. Greenwood said that is correct and went on to talk about the various water business requests as well as the safety concerns that surround this type of activity.

**MOTION: by Miller, seconded by Evans, to recommend that Council does not create an off-shore water based business opportunity at this time. Motion Carried.**

**Item 3. Skate park funding.**  
**(Agenda)**

Bill Greenwood is asking for approval to allocate funds from parks Capital Improvement Fund to complete the funding shortfall to build the new skate park at the Memorial park and to accept ignite funding. Mr. Greenwood said staff applied for a US Land and Water conservation Fund (LWCF) matching grant but unfortunately we did not receive the grant. Mr. Greenwood said he talked with Ignite and they are willing to donate additional funding to make up the shortfall. They are proposing an additional \$150,000 and the City would use \$50,000 from the Parks Capital Improvement fund.

Councilmember Miller asked if the reason staff is moving forward now is because of the development of the four corners project. Mr. Greenwood said that is correct.

Councilmember Miller asked if staff plans to submit another grant request to LWCF. Mr. Greenwood said yes as there are a couple other phases to the plan.

Councilmember Evans asked what is the balance in the Parks Improvement Fund. Mr. Greenwood said approximately three-hundred and fifty thousand dollars.

**MOTION: by Evans, seconded by Miller to recommend that Council authorize staff to allocate \$50,000 from Parks Capital Improvement Fund to complete the funding shortfall to build the new skate park at the Memorial Park and to accept ignite funding. Motion Carried.**

**Item 4. Annual road and street financial report.  
(Consent Calendar)**

Troy Tymesen is asking Council to review and approve the Annual Road and Street Financial report for the fiscal year ending September 30, 2017. He said Idaho Code Section 40-708 requires the certification of road fund receipts and disbursements be completed and sent to the Idaho State Controller by the 31<sup>st</sup> of December for the preceding fiscal budget year for cities, counties, and highway districts. He noted the certification and timeliness of the report is critical to the City receiving funding from the State's Highway User tax disbursement. The revenue received during fiscal year 2016-17 was \$2,300,118. Historically, the City spends more each year than we receive.

Councilmember Miller noted a large expenditure for stormwater. Mr. Tymesen said you will also see streetlights in the report. He said our forefathers wanted us to deliver an infrastructure that would hold up for all seasons. So these added amenities go into taking care of and providing safe roads for our citizens.

**MOTION: by Miller, seconded by Evans, to recommend that Council adopt Resolution No. 17-071 approving the Annual Road and Street Financial Report for the fiscal year ending September 30, 2017. Motion Carried.**

**Item 5. Cooperative Agreement for Mutual Aid Assistance with Idaho Department of Lands (IDL).  
(Resolution No. 17-071)**

Kenny Gabriel is requesting authorization to renew a Mutual Aid agreement with the Idaho Department of Lands. Chief Gabriel noted the City of Coeur d'Alene was the first city in the state to establish a Mutual Aid agreement with IDL. This was done to insure that the Fire Department would have adequate resources available to combat a wildfire in and around the city. Since that time IDL has made agreements with many other departments in the state to give and receive mutual aid. Chief Gabriel said there is no negative impact to the City. If the FD goes out of the area on a mutual aid fire with IDL, we will be compensated for the response. This agreement also provides IDL to pay for any support such as planes and helicopter operations.

**MOTION: by Evans, seconded by Miller, to recommend that Council adopt Resolution No. 17-071 approving the renewal of a Cooperative Agreement for Mutual Aid Assistance with Idaho Department of Lands. Motion Carried.**

**Item 6. Complete Streets Ordinance.  
(Council Bill No. 17-1034)**

Monte McCully is asking council to adopt a Complete Streets ordinance. Mr. McCully explained in his staff report that a Complete Streets policy was adopted by the City back in 2009. Complete Streets is a nationally recognized movement in which communities are asking their planners, engineers and designers to build road networks that can be used by all modes of transportation. In the past, roads were designed for motorized vehicles only and access for other types of use were added as an afterthought. The idea behind Complete Streets is to include planning for all forms of travel during the planning of every street. In its current form, as a policy, there are several weaknesses. The inclusion of additional facilities is at the whim of whoever is the City



Engineer at that time. We have been fortunate to have engineers that are very conscious of all modes of transportation, but that may not always be the case. This policy makes any decision to exclude multi-modal transportation a decision that must be ratified by at least 2 of the following: City Engineer, City Council, Planning and Zoning Commission, or Community Planning Director. Mr. McCully said there would be no cost at this time. Upon construction of each new street the cost would be minimal. When included in planning the cost is nearly negligible. Much cheaper than retro-fitting streets when need becomes apparent in later years. A Complete Streets ordinance also furthers our goal of making Coeur d'Alene a gold level Bicycle Friendly Community. Mr. McCully added that adopting a Complete Streets ordinance will strengthen our standards when building streets that will benefit all users: cars, bikes, pedestrians, disabled people, elderly, children and transit.

Councilmember Miller said she is often weary of unintended consequences with new ordinances. She asked if this ordinance would hinder the function of a business that relies on inventory coming into their business which delivery trucks must park in the middle of the street to unload. Does this ordinance address that? Mr. McCully said any project must go through a check list and all uses will be considered. Therefore, he does not see where this ordinance would prevent delivery trucks.

**MOTION: by Evans, seconded by Miller, to recommend that Council adopt Council Bill No. 17-1034 adopting the Motion Carried.**

The meeting adjourned at 12:30 p.m.

Respectfully submitted,



Juanita Knight  
General Services Committee Liaison



# CITY OF COEUR D'ALENE

FINANCE DEPARTMENT

CITY HALL, 710 E. MULLAN  
COEUR D'ALENE, IDAHO 83816-3964  
208/769-2225 – FAX 208/769-2284

## Finance Department Staff Report

Date: November 27, 2017

From: Troy Tymesen, Finance Director

Subject: Annual Road and Street Financial Report

---

### **DECISION POINT:**

The Council is being asked to review and to approve the Annual Road and Street Financial Report for the fiscal year ending September 30, 2017.

### **HISTORY:**

Idaho Code, Section 40-708, requires the certification of road fund receipts and disbursements be completed and sent to the Idaho State Controller by the 31<sup>st</sup> of December for the preceding fiscal budget year for cities, counties, and highway districts.

### **FINANCIAL ANALYSIS:**

The certification and timeliness of this report is critical to the City receiving funding from the State's Highway User tax disbursement. The revenue received during fiscal year 2016-17 was \$2,300,118.

### **PERFORMANCE ANALYSIS:**

The Annual Road and Street Financial Report is an accounting of the dollars used in maintaining, creating and improving the road network overseen by the City. This report is a collaborative effort with the Street Maintenance Department and the Finance Department.

### **DECISION POINT:**

The Council is being asked to review and to approve the Annual Road and Street Financial Report for the fiscal year ending September 30, 2017.

**Annual Road and Street Financial Report**

Reporting Entity Name, Mailing Address and Contact Phone Number:		Please return, <b>not later than December 31</b> , to:  <b>BRANDON D. WOOLF</b> <b>IDAHO STATE CONTROLLER</b> <b>ATTN: HIGHWAY USERS</b> <b>STATEHOUSE MAIL</b> <b>BOISE, ID 83720</b>
Entity	City of Coeur d'Alene	
Address	710 E Mullan Avenue	
City State Zip	Coeur d Alene ID 83814	
Contact/Phone	208-769-2221	Contact/Email: Troy Tymesen    troy@cdaid.org

This certified report of dedicated funds is hereby submitted to the State Controller as required by 40-708, *Idaho code*.

Dated this \_\_5th\_\_ day of \_\_December\_\_ , \_\_2017\_\_.

	Commissioner Signature
<b>ATTEST:</b>	Commissioner Signature
Clerk/Treasurer Signature	Mayor or Commissioner Signature

City Clerk/County Clerk/District Secretary **(type or print name & sign)**    **AND**    Commissioners or Mayor **(type or print name & sign)**

**FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017**

Line 1	BEGINNING BALANCE AS OF OCTOBER 1 PREVIOUS YEAR	0
<b>RECEIPTS</b>		
<b>LOCAL FUNDING SOURCES</b>		
Line 2	Property tax levy (for roads, streets and bridges) . . . . .	
Line 3	Sale of assets . . . . .	
Line 4	Interest income . . . . .	6,176
Line 5	Fund transfers from non-highway accounts . . . . .	350,236
Line 6	Proceeds from sale of bonds (include LIDs) . . . . .	
Line 7	Proceeds from issue of notes (include loans) . . . . .	
Line 8	Local impact fees . . . . .	898,000
Line 9	Local option registration fee . . . . .	
Line 10	All other LOCAL receipts or transfers in . . . . .	5,799,328
<b>Line 11</b>	<b>Total Local Funding (sum lines 2 through 10) . . . . .</b>	<b>7,053,740</b>
<b>STATE FUNDING SOURCES</b>		
Line 12	Highway user revenue . . . . .	2,300,118
Line 13	Sales tax/Inventory replacement tax . . . . .	
Line 14	Sales tax/Revenue sharing . . . . .	
Line 15	State Exchanged funds . . . . .	
Line 16	All other STATE receipts or transfers . . . . .	
<b>Line 17</b>	<b>Total State Funding (sum lines 12 through 16) . . . . .</b>	<b>2,300,118</b>
<b>FEDERAL FUNDING SOURCES</b>		
Line 18	Secure Rural Schools . . . . .	
Line 19	Federal-aid Bridge . . . . .	
Line 20	Federal-aid Rural . . . . .	
Line 21	Federal-aid Urban . . . . .	17,494
Line 22	Federal Lands Access Funds and All other FEDERAL receipts or transfers . . . . .	
<b>Line 23</b>	<b>Total Federal Funding (sum lines 18 through 22) . . . . .</b>	<b>17,494</b>
<b>Line 24</b>	<b>TOTAL RECEIPTS (sum lines 11, 17, 23) . . . . .</b>	<b>9,371,352</b>

**DISBURSEMENTS**

NEW CONSTRUCTION (include salary and benefits on each line)		
Line 25	Roads . . . . .	2,831,724
Line 26	Bridges, culverts and storm drainage . . . . .	
Line 27	RR Crossing . . . . .	
Line 28	Other (signs, signals or traffic control). . . . .	137,945.00
<b>Line 29</b>	<b>Total New Construction (sum lines 25 through 28). . . . .</b>	<b>2,969,669</b>
RECONSTRUCTION/REPLACEMENT/REHABILITATION (include salary and benefits on each line)		
Line 30	Roads (rebuilt, realign, or overlay upgrade). . . . .	774,098
Line 31	Bridges, culverts and storm drainage . . . . .	652,645
Line 32	RR Crossing. . . . .	
Line 33	Other (signs, signals or traffic control). . . . .	218,960
<b>Line 34</b>	<b>Total Reconstruction/Replacement (sum lines 30 through 33). . . . .</b>	<b>1,645,703</b>
ROUTINE MAINTENANCE (include salary and benefits on each line)		
Line 35	Chip sealing or seal coating. . . . .	
Line 36	Patching . . . . .	282,850
Line 37	Winter Maintenance . . . . .	404,425
Line 38	Grading/blading . . . . .	163,755
Line 39	Bridge. . . . .	
Line 40	Other (signs, signals or traffic control). . . . .	697,551
<b>Line 41</b>	<b>Total Routine Maintenance (sum lines 35 through 40) . . . . .</b>	<b>1,548,581</b>
EQUIPMENT		
Line 42	Equipment purchase - automotive, heavy, other. . . . .	45,342
Line 43	Equipment lease/purchase . . . . .	52,796
Line 44	Equipment maintenance. . . . .	510,494
Line 45	Other (specify). . . . .	
<b>Line 46</b>	<b>Total Equipment (sum lines 42 through 45) . . . . .</b>	<b>608,632</b>
ADMINISTRATION		
<b>Line 47</b>	<b>Administrative salaries and expenses. . . . .</b>	<b>972,376</b>
OTHER EXPENDITURES		
Line 48	Right-of-way and property purchases . . . . .	205,779
Line 49	Property leases . . . . .	
Line 50	Street lighting . . . . .	632,527
Line 51	Professional services - audit, clerical, and legal. . . . .	
Line 52	Professional services - engineering. . . . .	207,114
Line 53	Interest - bond (include LIDs). . . . .	
Line 54	Interest - notes (include loans). . . . .	
Line 55	Redemption - bond (include LIDs) . . . . .	
Line 56	Redemption - notes (include loans) . . . . .	
Line 57	Payments to other local government. . . . .	
Line 58	Fund transfers to non-highway accounts. . . . .	
Line 59	All other local expenditures . . . . .	
<b>Line 60</b>	<b>Total Other (sum lines 48 through 59) . . . . .</b>	<b>1,045,420</b>
<b>Line 61</b>	<b>TOTAL DISBURSEMENTS (sum lines 29, 34, 41, 46, 47, 60). . . . .</b>	<b>8,790,381</b>
<b>Line 62</b>	<b>RECEIPTS OVER DISBURSEMENTS (line 24 - line 61). . . . .</b>	<b>580,971</b>
<b>Line 63</b>	<b>OTHER ADJUSTMENTS (Audit adjustment and etc.). . . . .</b>	
<b>Line 64</b>	<b>CLOSING BALANCE (sum lines 1, 62, 63) . . . . .</b>	<b>580,971</b>
<b>Line 65</b>	<b>Funds on Line 64 obligated for specific future projects &amp; reserves. . . . .</b>	<b>580,971</b>
<b>Line 66</b>	<b>Funds on Line 64 retained for general funds and operations. . . . .</b>	<b>0</b>
<b>Line 67</b>	<b>ENDING BALANCE (line 64 minus the sum of lines 65, 66) . . . . .</b>	<b>0</b>

REPORTING MEASURES

NEW CONSTRUCTION

Table with 2 columns: Description (Total lane miles constructed, Total square feet of bridge deck constructed) and Value (1.6, 3.76, 4.12). Includes sub-sections RECONSTRUCTION/REPLACEMENT/REHABILITATION and ROUTINE MAINTENANCE.

PROJECTS

FUTURE PROJECTS & RESERVE DESCRIPTIONS

Table with 4 columns: Project Name, Start Year, Projected Cost, and Total. Includes items like Kathleen Avenue Widening Project and Citywide Drainage Projects. Includes sub-totals for estimated cost of future projects and available funds for other projects.

MANDATORY Section must be completed on HB312 revenue

Reporting is required on the highway user revenue from HB312. Make sure you list how much you received in additional revenue on line 77. Starting on line 78, check the maintenance that was completed with the additional funds, provide how much was spent on each item, and a general description including quantity of length.

Example: [ ] Chip Sealing/Seal Coating \$35,000 Chip sealed .25 miles of main street

Table for line 77 and 78-84. Line 77: Total amount of Highway User Revenue from HB312 (550,515). Lines 78-84: Maintenance performed table with columns for Amount spent and Description of work. Total amount spent on maintenance or replacement: \$ 550,515.00.

Line 85: Deferred maintenance costs over the last 5 years (in dollars).

11/15/17

City of Coeur d'Alene  
 16/17 Street Report  
 Revenues

FUND	DESCRIPTION	AMOUNT			
004	Interest Income 3710-0000	228.75	Line	4	
023	Interest - Capital Proj Fund	779.43	Line	4	
038	Interest - Stormwater Fund	5,167.42	Line	4	6,175.60
004	Transfer from General Fund to Street Lighting Fund	73,925.00	Line	5	
001	Street Division Services 3430-1000	20,060.00	Line	5	
001	Reimbursement for Street Wear 3430-2000	256,250.59	Line	5	350,235.59
021	Impact fees for Traffic Calming	12,000.00	Line	8	
021	Impact fees for Fastlane Project	325,000.00	Line	8	
021	Impact fees for Medina Avenue	100,000.00	Line	8	
021	Impact fees for Govt Way Proj	160,000.00	Line	8	
021	Impact fees for Seltice Way design	175,000.00	Line	8	
021	Impact fees for Ironwood Project	126,000.00	Line	8	898,000.00
001	Highway Dist. (County) 3380-1000	609,312.00	Line	10	
001	Stormwater Review 3220-1250	28,500.00	Line	10	
001	Franchise Fees	1,521,154.96	Line	10	
004	Service Charges 3430-3000	530,773.77	Line	10	
023	Ignite CDA for Seltice Way	38,250.00	Line	10	
038	Drainage Charges	1,037,926.37	Line	10	
023	Lakes Hwy and City of Hayden - match for Govt Way design	169,768.11	Line	10	
023	City of Dalton Gardens for Govt Way Project	1,019,988.00	Line	10	
023	Seltice Way Revitalization - City of PF & PF Hwy District	122,220.21	Line	10	
023	Seltice Way Revitalization - Hayden Rec Water & Sewer District	373,680.09	Line	10	
023	US 05 & Ironwood contribution from Kootenai Health	340,674.98	Line	10	
072	Fees for Trail Use	7,079.50	Line	10	5,799,327.99
			Line	16	-
001	Highway User (State) 3350-2000	2,300,117.55	Line	12	2,300,117.55
023	ITD funds for Govt Way - Hanley to Prairie	16,468.47	Line	21	
023	ITD funds for Seltice Way Sidewalks	1,025.14	Line	21	17,493.61
					-
	Total Revenues	<u>9,371,350.34</u>			<u>9,371,350.34</u>

11/15/17

City of Coeur d'Alene  
 16/17 Street Report  
 Expenditures

FUND	DESCRIPTION	AMOUNT			
023-118	Fastlane Project pd to ITD	330,039.00	Line	25	
023-121	Seltice Way - construction	884,007.76	Line	25	
023-122	Ironwood US 95 Intersection - construction	258,924.00	Line	25	
023-093	Govt Way - Hanley to Prairie construction pd to ITD	1,350,623.00	Line	25	
023-093	Govt Way - Hanley to Prairie construction pd to LHTAC	8,130.00	Line	25	2,831,723.76
023-082	Medina Avenue - signal equipment	126,035.86	Line	28	
023-085	Traffic calming - RRFB & speed sign	11,909.14	Line	28	
			Line	28	137,945.00
020	Street Overlay	774,098.28	Line	30	774,098.28
038	Storm Drain expenditures	652,645.42	Line	31	652,645.42
072-100	Trail Maintenance	4,946.76	Line	40	
001-024	Cenntenial Trail	7,500.00	Line	40	12,446.76
			Line	42	
001-018	Equipment / Used Surplus	45,342.16	Line	42	
			Line	42	
			Line	42	45,342.16
	Administration from other Depts	179,963.00	Line	47	179,963.00
023-093	Govt Way - Hanley to Prairie ROW	46,619.20	Line	48	
023-122	Ironwood Drive - ROW	159,160.17	Line	48	205,779.37
004	Street Lights - Annual Operation	632,526.98	Line	50	632,526.98
			Line	51	0.00
023-121	Seltice Way - design	42,556.78	Line	52	
023-122	Ironwood Drive / US 95 Intersection Engineering design	19,101.22	Line	52	
023-092	Seltice Way Sidewalks- design	11,700.67	Line	52	
023-093	Govt Way - Hanley to Prairie Engineering	14,991.25	Line	52	
023-082	Medina Avenue	75,344.53	Line	52	163,694.45
			Line	53	0.00
			Line	55	0.00
	Total this W/S	<u>\$5,636,165.18</u>			<u>\$5,636,165.18</u>
	Total from Street Dept. W/S	<u>\$3,154,216.88</u>		allocated	
	Total expenditures	<u><u>\$8,790,382.06</u></u>			

RESOLUTION NO. 17-071

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE, INCLUDING APPROVAL OF A MAINTENANCE/WARRANTY AGREEMENT WITH, AND ACCEPTANCE OF IMPROVEMENTS AND SECURITY BY, ASPEN HOMES AND DEVELOPMENT, LLC, FOR ALPINE POINT – S-2-17; APPROVAL OF LEASE AGREEMENT RENEWAL WITH RANDY AND AKIKO FOLK DBA THE TIKI HUT FOR FOOD CONCESSIONS AT INDEPENDENCE POINT; AND APPROVAL OF A COOPERATIVE AGREEMENT FOR MUTUAL AID ASSISTANCE WITH THE IDAHO DEPARTMENT OF LANDS (IDL).

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s) and agreement(s), or take 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 "A" through "C" and by reference made a part hereof, summarized as follows:

- A) Maintenance/Warranty Agreement with, and Acceptance of Improvements and Security by, Aspen Homes and Development, LLC for Alpine Point – S-2-17;
- B) Lease Agreement renewal with Randy and Akiko Folk dba the Tiki Hut for food concessions at Independence Point; and
- C) Cooperative Agreement for Mutual Aid Assistance with the Idaho Department of Lands (IDL);

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 take other actions for the subject matter as set forth in substantially the form attached hereto as Exhibits "A" through "C" 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 5<sup>th</sup> day of December, 2017.

\_\_\_\_\_  
Steve Widmyer, Mayor

ATTEST

\_\_\_\_\_  
Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted \_\_\_\_\_

COUNCIL MEMBER MILLER Voted \_\_\_\_\_

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

COUNCIL MEMBER ENGLISH Voted \_\_\_\_\_

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

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

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

## CITY COUNCIL STAFF REPORT

**DATE:** December 5, 2017  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** **S-2-17 Alpine Point: Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

---

### DECISION POINT

Staff is requesting the following:

1. Acceptance of the installed public infrastructure improvements.
2. Approval of the Maintenance/Warranty Agreement and Security.

### HISTORY

- a. Applicant: Todd Stam  
Aspen Homes and Development, LLC  
1831 N. Lakewood Drive Ste. A  
Coeur d'Alene, ID 83814
- b. Location: +/- 10.01 Acre Parcel located between 22<sup>nd</sup> Street and Miners Loop/Sutters Way,  
North of Thomas Lane.
- c. Previous Action:
  1. Preliminary plat approval, March 2017
  2. Final plat approval, September 2017

### FINANCIAL ANALYSIS

The developer is installing the required warranty bond (10%) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval, and terminate, on December 5, 2018. The amount of the security provided is \$60,602.00.

### PERFORMANCE ANALYSIS

The developer has installed all required public infrastructure. The responsible City departments have approved the installations and found them ready to accept. Acceptance of the installed improvements will allow the issuance of all available building permits for this phase of the development, and, Certificate of Occupancy issuance upon completion. The City maintenance would be required to start after the one (1) year warranty period expires on December 5, 2018.

### DECISION POINT RECOMMENDATION

1. Acceptance of the installed public infrastructure improvements.
2. Approval of the Maintenance/Warranty Agreement and accompanying Security.

ALPINE POINT

A RESUBDIVISION OF PORTIONS OF LOTS 6, 7 AND 8, BLOCK A OF THOMAS GARDEN TRACTS IN THE NE 1/4 OF SEC. 6, TWP. 50 N., R. 3 W., B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.

BOOK L PAGE 1316 No. 2410881000

CONFORM COPY

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: that Aspen Homes and Development, LLC, an Idaho Limited Liability Company is the owner of the real property described herein and intends to include said property in this plat.

A resubdivision of portions of Lots 6, 7 and 8, Block A of Thomas Garden Tracts (a recorded subdivision on file in Book B of Plats at Page 137, Records of Kootenai County, Idaho, being situated in the Northeast 1/4 of Section 6, Township 50 North, Range 3 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho, described as follows.

Commencing at a found Aluminum Cap monumenting the North 1/4 Corner of said Section 6, thence South 0°24'43" West a distance of 315.89 feet to a set iron rod at the most westerly corner of Lot 3, Block 3 of Prospector Ridge (a recorded plat on file in Book I of Plats at Page 182, Records of Kootenai County, Idaho), said iron rod being the REAL POINT OF BEGINNING.

thence along the boundary of said Prospector Ridge and the boundaries of Prospector Ridge First Addition (Book I of Plats, Page 234) and Prospector Ridge Second Addition (book I of Plats, Page 302) the following courses;

South 89°25'19" East a distance of 130.55 feet to a found iron rod; thence South 32°38'41" East a distance of 1069.84 feet to a found iron rod; thence South 0°40'07" West a distance of 83.51 feet to a set iron rod on the northerly right of way of Thomas Lane; thence leaving said boundary along said northerly right of way North 89°02'04" West a distance of 713.76 feet to a set iron rod; thence leaving said northerly right of way along the easterly boundary of Brentwood Park Sixth Addition (Book J of Plats, Page 59) North 0°24'43" East a distance of 973.66 feet to the REAL POINT OF BEGINNING.

Comprising 10.006 acres, more or less. Additional right of way for Thomas Lane and rights of way for Thomas Hill Drive and Chatterling Drive, as shown on this plat are hereby dedicated to the City of Coeur d'Alene. Easements, as shown hereon, are granted to the public for the purposes stated.

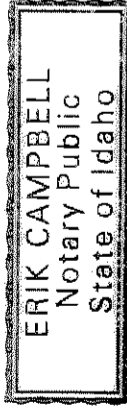
Water and sewer service will be provided by the City of Coeur d'Alene.

[Signature] ASPEN HOMES AND DEVELOPMENT, LLC by: Todd R. Stam its: Manager

ACKNOWLEDGMENT

State of Idaho } ss. County of KOOTENAI }

This record was acknowledged before me on August 18, 2017 by Todd Stam as Managing Member of ASPEN HOMES AND DEVELOPMENT, LLC.



[Signature] Erik Campbell Notary Public My Commission Expires March 16, 2023

COUNTY TREASURER

I hereby certify that on this 28th day of August 2017, the required taxes on the herein platted land have been paid through December 31, 2016.

[Signature] Kootenai County Treasurer Chief Deputy

COUNTY SURVEYOR

I hereby certify that on this 5th day of September, 2017 I have examined this Plat of Alpine Point and approved the same for filing.

[Signature] Kootenai County Surveyor



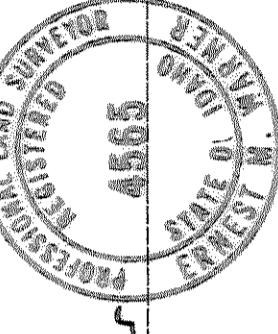
COUNTY RECORDER

I hereby certify that this Plat of Alpine Point was filed for record in the office of the Recorder of Kootenai County, Idaho at the request of Aspen Homes and Development, LLC, on this 18th day of August, 2017, at 9:27 o'clock A.M., and duly recorded in Plat Book L, at Pages 131, 131A and 131B as Instrument Number 2410881000 Fee: \$11.00

[Signature] Jim Brannon, by M. J. Jaramas Kootenai County Recorder

SURVEYOR'S CERTIFICATE

I, Ernest M. Warner, do hereby certify that I am a Registered Professional Land Surveyor, licensed by the State of Idaho and that this plat of Alpine Point, as shown hereon, was prepared from an actual survey made on the ground under my supervision and accurately represents the points platted hereon, and is in conformity with the State of Idaho Code relating to plats and surveys.



[Signature] Ernest M. Warner August 24, 2017 REG. NO. 4565

HEALTH DISTRICT APPROVAL

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on Department of Environmental Quality review and approval for the design plans and specifications and the conditions imposed on the developer for continued satisfaction of sanitary restrictions. Water and sewer lines have been completed and services certified as available. Sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

Date: 8-29-17 Health District Signature: [Signature]

CITY OF COEUR D'ALENE

This plat has been examined by the Coeur d'Alene City Council and is hereby approved for filing this 5th day of September, 2017.

[Signature] Clerk - City of Coeur d'Alene

CITY ENGINEER

I hereby certify this 5th day of September, 2017, that I have examined this subdivision plat and approve the same for filing.

[Signature] Engineer - City of Coeur d'Alene

AF

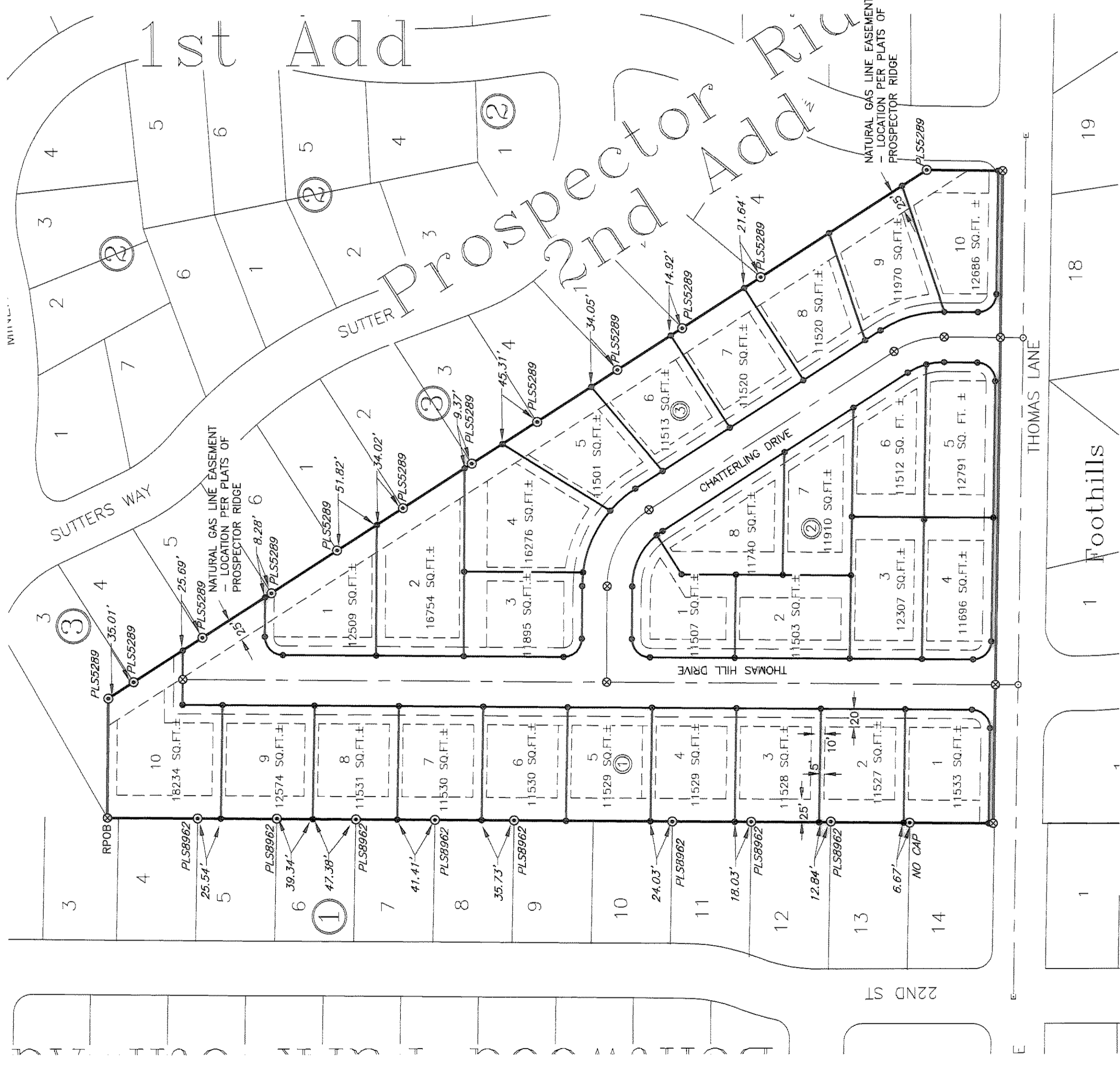
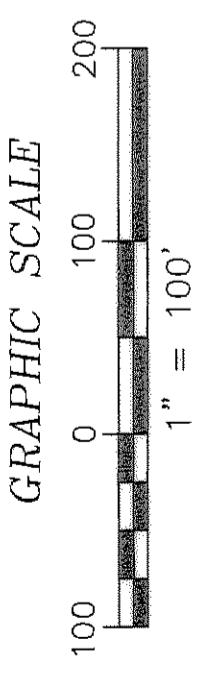
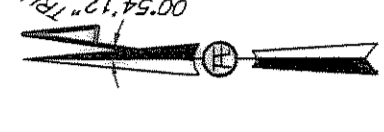
Tate Engineering, Inc. 1625 North 4th Street, Ste. 204 Coeur d'Alene, Idaho, 83814 (208) 676-8708 e-mail: info@tate-eng.com

# ALPINE POINT

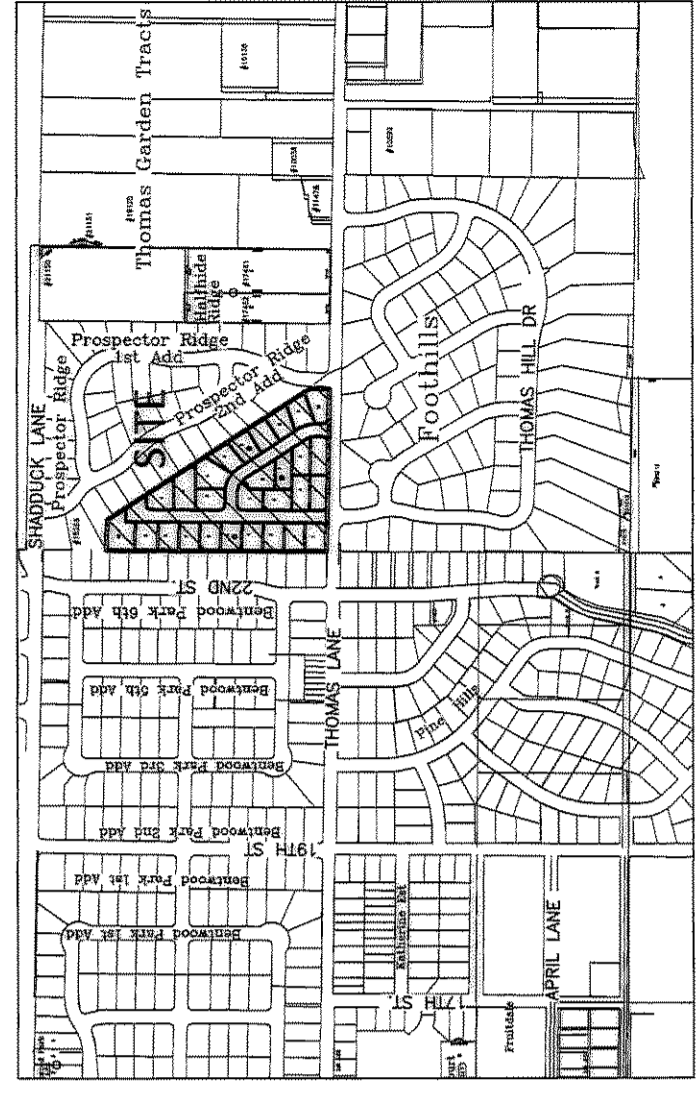
A RESUBDIVISION OF PORTIONS OF LOTS 6, 7 AND 8, BLOCK A  
OF THOMAS GARDEN TRACTS  
IN THE NE 1/4 OF SEC. 6, TWP. 50 N., R. 3 W., B.M.,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.

BOOK L PAGE 181A  
No. 2010881000

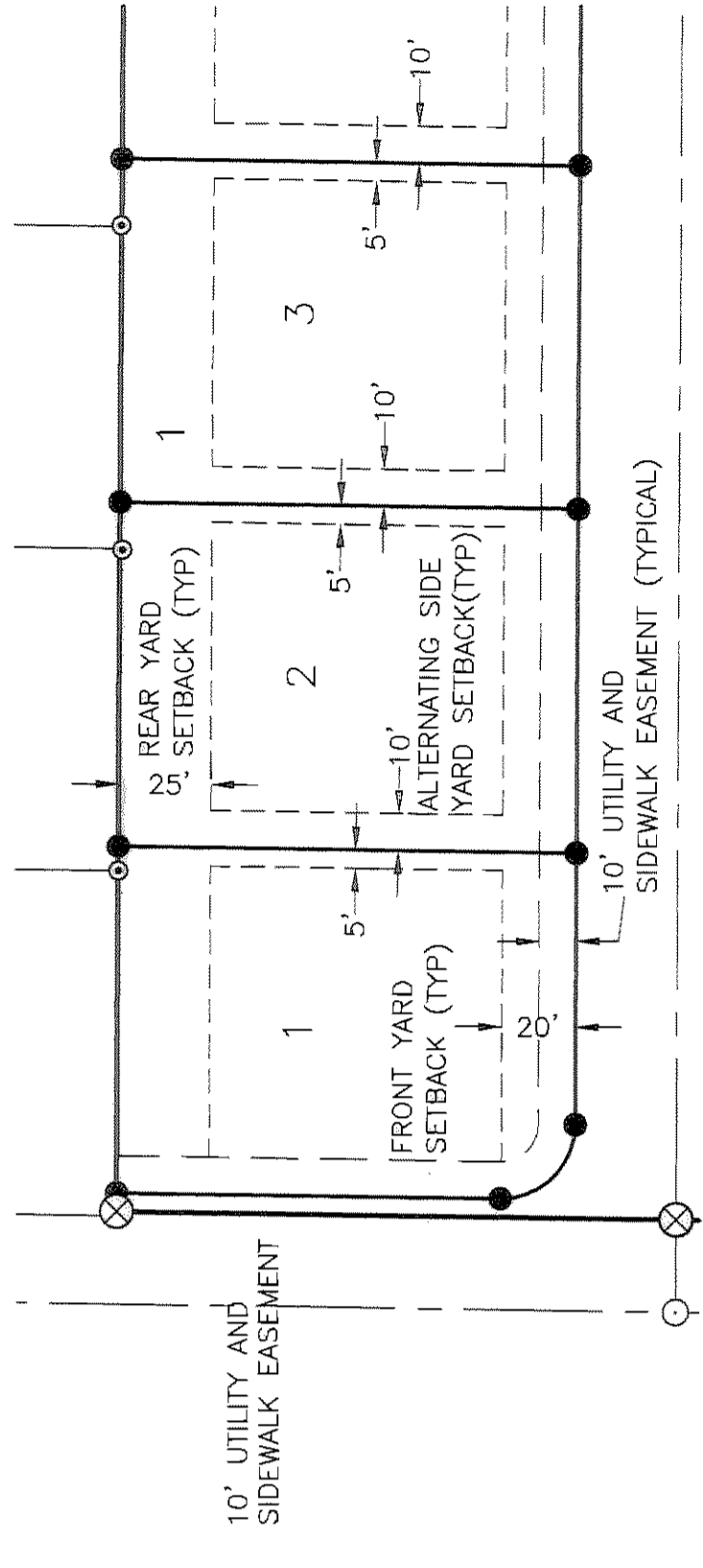
CONFORM COPY



GRID NORTH



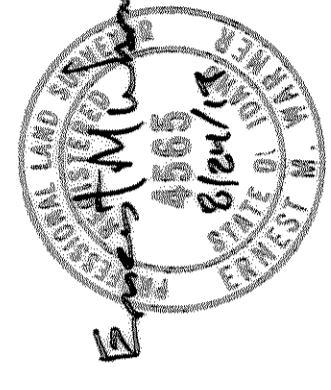
VICINITY MAP  
NTS



TYPICAL SETBACK/EASEMENT DETAIL  
NTS

### LEGEND

- FOUND QUARTER CORNER AS NOTED
- ⊗ SET 5/8" x 24" IRON ROD WITH YELLOW PLASTIC CAP STAMPED PLS 4565
- SET 1/2" x 24" IRON ROD WITH YELLOW PLASTIC CAP STAMPED PLS 4565
- ⊙ FOUND 5/8" IRON ROD AS NOTED
- CALCULATED POINT



### SURVEY NOTES

1. FOR LOT DIMENSIONS, SEE SHEET 1.

**Tate Engineering, Inc.**  
1625 North 4th Street, Ste. 204  
Coeur d'Alene, Idaho, 83814  
(208) 676-8708 e-mail: info@tate-eng.com

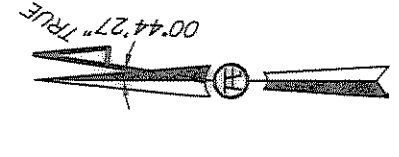
PROJECT #: 16.061HPlot  
DRAWING: 16.061HPlot

DATE: 6/17  
CHECKED: EMW

SCALE: 1" = 100'  
DRAWN BY: errw

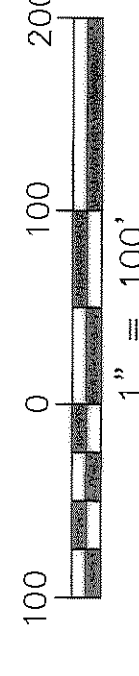
PAGE 2 OF 3





GRID NORTH

GRAPHIC SCALE



**LEGEND**

- ⊕ FOUND QUARTER CORNER AS NOTED
- ⊗ SET 5/8" x 24" IRON ROD WITH YELLOW PLASTIC CAP STAMPED PLS 4565
- ⊙ SET 1/2" x 24" IRON ROD WITH YELLOW PLASTIC CAP STAMPED PLS 4565
- ⊚ FOUND 5/8" IRON ROD AS NOTED
- CALCULATED POINT
- Ⓢ BLOCK NUMBER

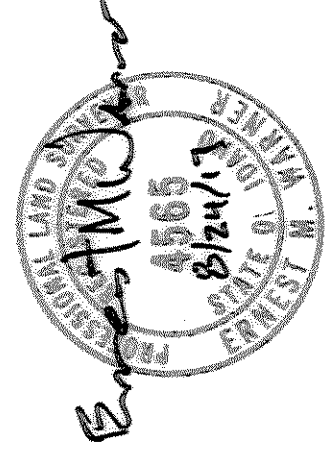
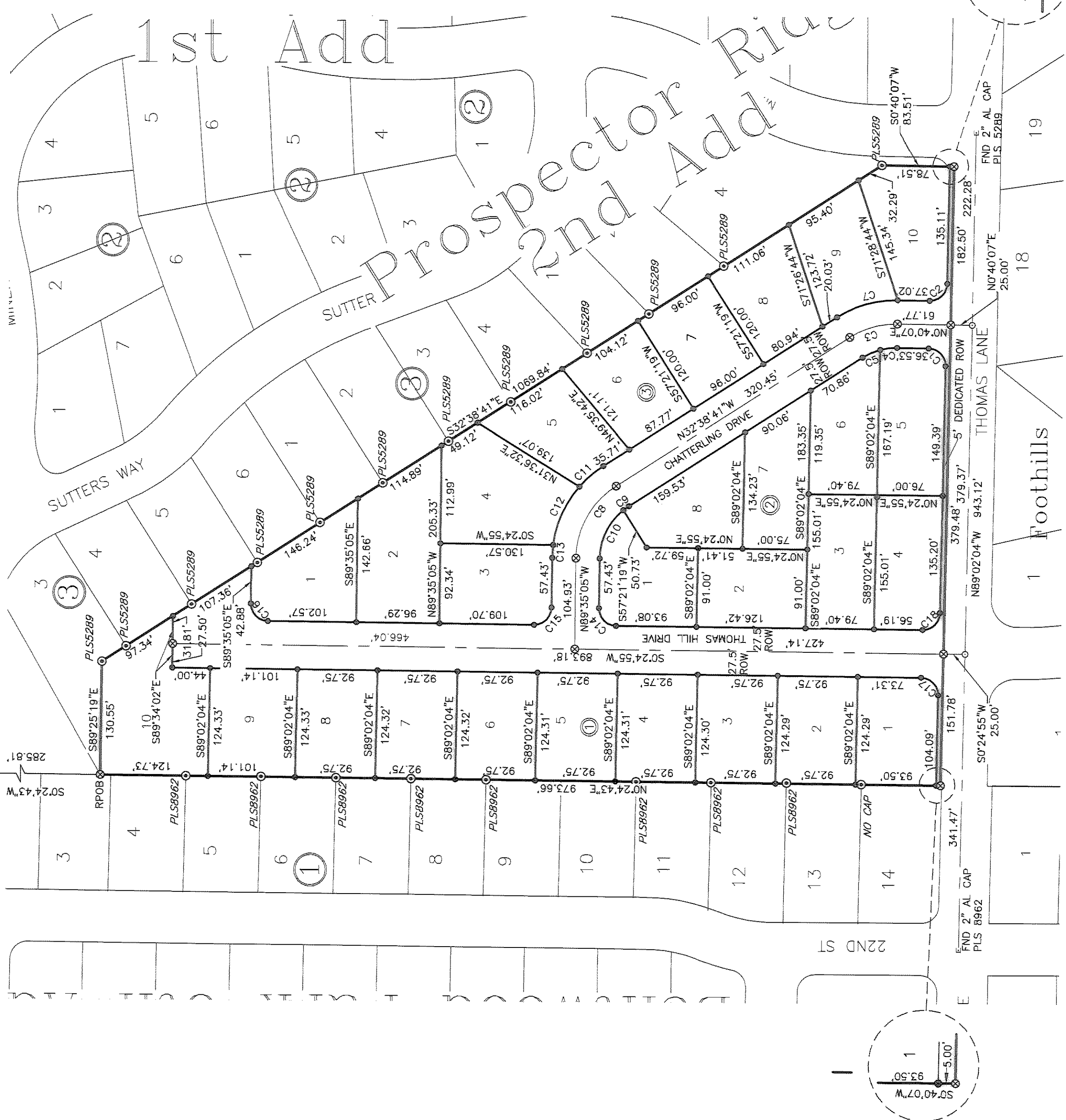
**RECORD DRAWINGS**

TYPE	BOOK	PAGE	DATE	BY
PLAT - THOMAS GARDEN TRACTS	BK. B	PG. 137	1907	EDELBLUTE
PLAT - Foothills	BK. G	PG. 130	1994	HONSAKER
PLAT - PROSPECTOR RIDGE	BK. I	PG. 182	1999	HONSAKER
PLAT - PROSPECTOR RIDGE 1ST	BK. I	PG. 234	2000	HONSAKER
PLAT - PROSPECTOR RIDGE 2ND	BK. I	PG. 302	2001	HONSAKER
PLAT - BENTWOOD PARK 6TH	BK. J	PG. 59	2004	MAYBERRY

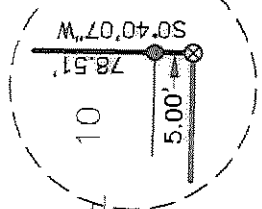
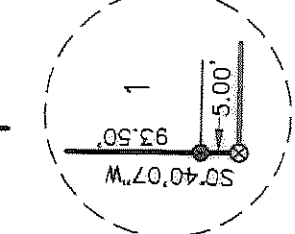
Curve Table

Curve #	Length	Radius	Delta	Chord Brng	Chord Length
C1	31.52	20.00	90°17'50"	N45° 49' 02"E	28.36
C2	31.31	20.00	89°42'10"	S44° 10' 58"E	28.21
C3	58.14	100.00	33°18'47"	N15° 59' 17"W	57.33
C4	19.62	72.50	15°30'29"	N7° 05' 08"W	19.56
C5	22.53	72.50	17°48'18"	N23° 44' 32"W	22.44
C7	74.13	127.50	33°18'47"	N15° 59' 17"W	73.09
C8	99.38	100.00	56°56'24"	N61° 06' 53"W	95.34
C9	7.93	72.50	6°15'57"	N35° 46' 39"W	7.92
C10	64.12	72.50	50°40'27"	N64° 14' 51"W	62.05
C11	36.76	127.50	16°31'11"	N40° 54' 16"W	36.63
C12	75.00	127.50	33°42'12"	N66° 00' 56"W	73.92
C13	14.95	127.50	6°43'00"	N86° 13' 34"W	14.94
C14	31.42	20.00	90°00'00"	S45° 24' 55"W	28.28
C15	31.42	20.00	90°00'00"	S44° 35' 05"E	28.28
C16	31.42	20.00	90°00'00"	S45° 24' 55"W	28.28
C17	31.61	20.00	90°33'01"	N45° 41' 26"E	28.42
C18	31.22	20.00	88°26'59"	S44° 18' 34"E	28.15

**ALPINE POINT**  
A RESUBDIVISION OF PORTIONS OF LOTS 6, 7 AND 8, BLOCK A  
OF THOMAS GARDEN TRACTS  
IN THE NE 1/4 OF SEC. 6, TWP. 50 N., R. 3 W., B.M.,  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.



NORTH 1/4 CORNER SEC. 6  
FOUND ALUM CAP PER CP&F  
INST. NO. 1715641



**SURVEY NOTES**

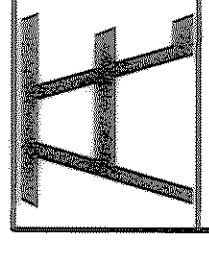
1. MEASUREMENTS SHOWN ARE US SURVEY FEET.
2. FOR LOT AREAS, SETBACKS AND EASEMENT INFORMATION SEE SHEET 2.
3. FOR DISTANCES BETWEEN FOUND AND SET CORNERS ON THE SUBDIVISION BOUNDARY SEE SHEET 2.

**BASIS OF BEARING**

THE BASIS OF BEARING IS THE IDAHO WEST ZONE STATE PLANE - NAD 1983  
BASED ON GPS OBSERVATION AT N 2205309.9930, E 2378137.5670 (GRID COORD)  
GRID CONVERGENCE ANGLE -0°44'27", CAF 0.999888882.

**SURVEY METHODS**

GPS - TRIMBLE R8 W/GNSS USING RTK WITH  
2 MEASUREMENTS AT EACH POSITION  
CONVENTIONAL - TRAVERSES WITH TOPCON GTS 235 INST.



**Tate Engineering, Inc.**  
1625 North 4th Street, Ste. 204  
Coeur d'Alene, Idaho, 83814  
(208) 676-8708 e-mail: info@tate-eng.com

PROJECT # 16.061HP1at  
DATE: 6/17  
CHECKED: EWW  
DRAWN BY: emw

**AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK**

**Alpine Point**

THIS AGREEMENT made this 5th day of December, 2017 between Aspen Homes and Development, LLC, whose address is 1831 N. Lakewood Drive Ste. A, Coeur d'Alene, ID 83814, hereinafter referred to as the "Developer," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "City";

WHEREAS, the City has approved the final subdivision plat of Alpine Point, a twenty-eight (28) lot, residential development in Coeur d'Alene, situated in the Northeast Quarter of Section 6, Township 50 North, Range 3 West, B.M., Kootenai County, Idaho; and

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

**IT IS AGREED AS FOLLOWS:**

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements listed in the attached spreadsheet, attached as Exhibit "A", and, as shown on the construction plans entitled "Alpine Point", signed and stamped by Robert M. Tate, PE, # 6896, dated May 25, 2017, incorporated herein by reference, including but not limited to: sanitary sewer system and appurtenances, potable water system and appurtenances, catch basins, stormwater drainage swales, drywells and appurtenances, concrete curb and sidewalk including ramps, asphalt paving, street luminaires, signing and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Sixty Thousand Six hundred two and 00/100 Dollars (\$60,602.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 5<sup>th</sup> day of December, 2018. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

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

**City of Coeur d'Alene**

\_\_\_\_\_  
Steve Widmyer, Mayor

**ATTEST:**

\_\_\_\_\_  
Renata McLeod, City Clerk

**Developer**

  
\_\_\_\_\_  
Todd R. Stam, Member

# EXHIBIT "A"



PO Box 2006  
Hayden, ID 83835  
Ph. (208) 762-7236 \* Fax (208) 772-2486

<b>To:</b> Aspen Homes	<b>Contact:</b>
<b>Address:</b> 1831 N Lakewood Drive Coeur D'Alene, ID 83814	<b>Phone:</b> (208) 664-9171
	<b>Fax:</b>
<b>Project Name:</b> 17037 Alpine Point	<b>Bid Number:</b> 17037
<b>Project Location:</b>	<b>Bid Date:</b> 4/20/2017

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>1. Onsite Roads &amp; Utilities</b>					
100	MOBILIZATION	1.00	LS	\$11,230.00	\$11,230.00
101	STRIPPING TOPSOIL-STOCKPILING ON-SITE	5,140.00	CY	\$1.60	\$8,224.00
102	IMPORT STRUCTURAL MATERIAL 2' Past The Back Of Sidewalk	8,005.00	CY	\$16.50	\$132,082.50
103	SUBGRADE	12,500.00	SY	\$1.90	\$23,750.00
104	CONCRETE SIDEWALK 5' WIDE	15,075.00	SF	\$3.80	\$57,285.00
105	CONCRETE ROLLED CURB & GUTTER	3,061.00	LF	\$13.50	\$41,323.50
106	CONCRETE ADA PED RAMP TY C	4.00	EACH	\$1,045.00	\$4,180.00
107	CONCRETE CURB INLET	33.00	EACH	\$104.00	\$3,432.00
108	4" BASE GRAVEL	577.00	CY	\$43.50	\$25,099.50
109	2" HOT MIX ASPHALT	5,242.00	SY	\$7.70	\$40,363.40
110	ROADWAY SWALES	2,728.00	LF	\$5.70	\$15,549.60
111	PERMANENT SIGNING	1.00	LS	\$2,145.00	\$2,145.00
112	EROSION CONTROL	1.00	LS	\$2,825.00	\$2,825.00
113	8" PVC GRAVITY SEWER	1,456.00	LF	\$29.00	\$42,224.00
114	GRAVITY SANITARY SEWER SERVICE	28.00	EACH	\$754.00	\$21,112.00
115	CONNECT TO EXISTING SEWER MANHOLE	1.00	EACH	\$458.00	\$458.00
116	48" SANITARY SEWER MANHOLE	3.00	EACH	\$1,880.00	\$5,640.00
117	48" DOGHOUSE MANHOLE	1.00	EACH	\$3,123.33	\$3,123.33
118	TIE IN TO EXISTING 12" WATERMAIN	2.00	EACH	\$4,675.00	\$9,350.00
119	8" PVC WATERMAIN	1,565.00	LF	\$25.00	\$39,125.00
120	FIRE HYDRANT ASSEMBLY	4.00	EACH	\$4,875.00	\$19,500.00
121	1" WATER SERVICE	28.00	EACH	\$1,555.00	\$43,540.00
122	DRYWELLS-SINGLE DEPTH	6.00	EACH	\$2,315.00	\$13,890.00
123	UTILITY MAINLINE	1,500.00	LF	\$5.30	\$7,950.00
124	UTILITY CROSSINGS	600.00	LF	\$5.60	\$3,360.00
<b>Total Price for above 1. Onsite Roads &amp; Utilities Items:</b>					<b>\$576,761.83</b>
<b>2. Offsite Road Improvements</b>					
200	TRAFFIC CONTROL	1.00	LS	\$1,775.00	\$1,775.00
201	REMOVING ASPHALT INCL SAWCUT	705.00	SY	\$7.50	\$5,287.50
202	EXCAVATION TO EMBANKMENT	315.00	CY	\$8.00	\$2,520.00
203	SUBGRADE (705X25)	1,957.00	SY	\$1.70	\$3,326.90
204	CONCRETE SIDEWALK 5' WIDE	2,775.00	SF	\$3.80	\$10,545.00
205	CONCRETE STANDARD CURB & GUTTER	751.00	LF	\$13.50	\$10,138.50
206	CONCRETE ADA PED RAMP TY C	8.00	EACH	\$1,045.00	\$8,360.00
207	CONCRETE CURB INLET	1.00	EACH	\$104.00	\$104.00
208	4" GRAVEL BASE	86.00	CY	\$72.00	\$6,192.00
209	2" HOT MIX ASPHALT	953.00	SY	\$12.00	\$11,436.00
210	ROADWAY SWALE	555.00	LF	\$5.70	\$3,163.50

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Page 1 of 2

Total Price for above 2. Offsite Road Improvements Items: \$62,848.40

Total Base Bid Price: \$639,610.23

Alt. 1 : Optional Pricing

800	12" BALLAST	261.00 CY	\$54.50	\$14,224.50
801	OPTIONAL IMPORT FROM COURCELLES PARKWAY (greenstone) If Material Is Suitable	1.00 CY	\$14.25	\$14.25
802	Deduction In Stripping If Only 6" Topsoil Depth	-2,580.00 CY	\$1.60	(\$4,128.00)
803	Deduct Of Import Qty If Stripping Is Only 6"	-1,575.00 CY	\$16.50	(\$25,987.50)

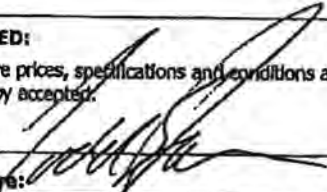
Total Price for above Alt. 1 : Optional Pricing Items: (\$15,876.75)

Notes:

- \* Performance and Payment Bond NOT included. Add 1.5% if a bond is required.
- \* This bid does not include the following: TREE OR STUMP REMOVAL; CONCRETE DRIVEWAY APPROACHES, PERMITS, ENGINEERING, SURVEYING AND/OR COMPACTION TESTING
- \* Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra over and above this estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Payment Terms:

Payable as follows: Net 30 days of receipt of invoice. A finance charge of 1 1/2% per month (18% per annum) will be charged on late payments.

<b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature:  _____ Date of Acceptance: _____	<b>CONFIRMED:</b> <b>MDM Construction</b> Authorized Signature: _____ Estimator: _____
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Page 2 of 2



Alpine Point Warranty Bond

	BID VALUE (see attached)	10% Warranty Bond	Bond Amount
mobilize	\$ 11,230		
strip	\$ 8,224		
import structural material	\$ 132,082	10%	\$ 13,208
subgrade	\$ 23,750	10%	\$ 2,375
sidewalk	\$ 57,285	10%	\$ 5,729
curb	\$ 41,323	10%	\$ 4,132
ped ramp	\$ 4,180	10%	\$ 418
curb inlet	\$ 3,432	10%	\$ 343
base gravel	\$ 25,099	10%	\$ 2,510
asphalt	\$ 40,363	10%	\$ 4,036
swales	\$ 15,549	10%	\$ 1,555
perm sign	\$ 2,145	10%	\$ 215
erosion control	\$ 2,825		
8" sewer	\$ 42,224	10%	\$ 4,222
gravity sewer service	\$ 21,112	10%	\$ 2,111
connect to existing manhole	\$ 458	10%	\$ 46
48" manhole	\$ 5,640	10%	\$ 564
48" shallow manhole	\$ 3,123	10%	\$ 312
tie into existing water main	\$ 9,350	10%	\$ 935
8" water main	\$ 39,125	10%	\$ 3,913
fire hydrant	\$ 19,500	10%	\$ 1,950
water service	\$ 43,540	10%	\$ 4,354
drywell	\$ 13,890	10%	\$ 1,389
utility main line	\$ 7,950		
utility crossing	\$ 3,360		
offsite road improvement	\$ 62,848	10%	\$ 6,285
<b>Total Bond Value</b>			<b>\$ 60,602</b>



**GENERAL SERVICES  
STAFF REPORT**

**November 13, 2017**

**From: Bill Greenwood Park & Recreation Director**

**Subject: THREE YEAR AGREEMENT FOR FOOD CONCESSION AT  
INDEPENDENCE POINT**

**Decision Point:** Extend food Concession agreement with Tiki-Hut for 2018, 2019 and 2020 season.

**History:** In 2009 we accepted RFQ's for food service at Independence Point. We chose the Tiki-Hut Proposal and entered into an agreement to provide food service for the 2009 season and we have chosen renew their contract every season since then. The staff of the Tiki-Hut does a good job of providing food service and information to park visitors.

**Financial Analysis:** The fee for the 2018 season will be \$6,083.68, to be paid before April 15, 2018; the 2019 fee will be \$6,199.27 to be paid before April 15, 2019 and the 2020 season fee will be \$6317.05 to be paid before Aril 15, 2020 with the payment being made to the City's Parks and Recreation Department.

**Performance Analysis:** The food vendor provides a service to the public that we do not provide. It is in a good location that is well known and visible to daily park visitors and new visitors. We received many comments from the park visitors that they were quite pleased with the vendor, the staff and the service. Tiki-Hut will have an outdoor bar-b-q again this season and they will be using a 22 foot trailer at the designed site.

**Decision Point:** Recommend to City Council to renew the agreement with Tiki-Hut for the 2018, 2019, and 2020 season.

## LEASE AGREEMENT

THIS CONTRACT, made and entered into this 5<sup>th</sup> day of December, 2017, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation duly organized and existing under the laws of the State of Idaho, hereinafter called "City," and RANDY and AKIKO FOLK, d/b/a TIKI HUT, with its principal place of business at 11169 Avondale Loop Road, Hayden Lake, Idaho 83835, hereinafter called "Folks,"

### WITNESSETH:

THAT, WHEREAS, Folks have been awarded the contract for a mobile food concession at a location generally described as: no more than a 22' x 8' (L x W) area on a concrete pad just south of sidewalk along the beach area between Independence Point and the Coeur d'Alene Resort, and immediately east of the sidewalk leading to the City's commercial dock, as shown on Exhibit "A" which is attached hereto and hereby declared and incorporated herein by reference;

NOW, THEREFORE, IT IS AGREED, that for and in consideration of the covenants and agreements set forth herein that, Folks shall operate and maintain a mobile food concession according to the terms set forth herein and under the penalties expressed herein.

Section 1.     Definition: For purposes of this agreement the parties agree that the term "employee" shall include Randy Folk and Akiko Folk.

Section 2.     Community Relations: The Folks agree they and their employees will be courteous and informed about the community and will assist with questions from tourists and other park users. Particularly, Folks must become familiar with the immediate area including North Idaho College, Coeur d'Alene Resort, Tubbs Hill, McEuen Field and the Visitors Center.

Section 3.     Appropriate Attire: Folks agree they and their employees must be appropriately dressed in either an approved T-shirt or polo shirt with identifying logo, and approved shorts, if shorts are preferred instead of pants. Approval must be received from the Parks Director. It will not be permissible to operate the food concession without a shirt or in bikini type swimwear.

Section 4.     Staffing: Folks' food concession must be staffed by at least one employee at all times.

Section 5.     Health Permit: Folks agree to obtain a health permit as required by law for the said mobile food concession. The permit must be placed in a conspicuous place on the trailer. The permit number must correspond to the number on the trailer. The health permit is required to be provided to the City Clerk by **April 15<sup>th</sup>, 2018 for the 2018 season, and by April 15<sup>th</sup>, 2019 for the 2019 season and by April 15<sup>th</sup>, 2020 for the 2020 season.** Failure to submit the required health permit within the above stated time can result in the City denying Folks' permit or whatever actions the City deems necessary for the protection of the public.

Section 6.     Food: Folks may serve all foods within the scope of the health permit. The Folks must also offer healthy options as part of the “Let’s Move CDA” as adopted by City Council. See Exhibit “B”. The Folks must also display Exhibit “C” on-site during operational hours.

Section 7.     Non-food Items: Sunscreen will be the only non-food item allowed for sale. Sale of any other items must have written approval from the Parks & Recreation Director.

Section 8.     Refuse: Folks agree not to dispose of their refuse at a City maintained trash receptacle. Refuse must be removed from site and disposed of at Folks’ expense. Folks mobile food concession and immediately surrounding site must be kept clean at all times.

Section 9.     Hold Harmless: Folks shall hold the City harmless and shall give up all claims for any incidental or consequential damages or lost profits during the term of the agreement due to construction projects located in or using Memorial Field, Coeur d’Alene Museum, Independence Point parking lots, City parks or docks. Folks further understand and agree that during the term of this agreement that the city or agents of the city may commence projects involving downtown public properties which may result in the city canceling this agreement pursuant to the notice provision in Section 24 below entitled “Lessor's Option to Terminate Lease.” Furthermore, the parties recognize that the city is involved in a process of developing a downtown public properties plan that may modify, move or eliminate some parking in the present downtown public parking lots. Lessee acknowledges and agrees that this may occur and may affect the parking areas presently used by lessee’s customers. In the event of said occurrence lessees hereby release, hold harmless and waive any claim whatsoever lessee may have against the Lessor its employees, agents, elected and appointed officials in the event parking is modified.

Section 10.    Not Exclusive: Folks understand and agree that the City from time to time during the term of this permit may allow other food and non-food concessions to operate in the City Park including, but not necessarily limited to, mobile food concessions permitted by bid award, food and non-food concessions permitted as a part of the Summer Concert in the Park Series, food and non-food concessions permitted as part of any special event in the Park including, but again not limited to, Fred Murphy Days, A Taste of the Coeur d’Alene, the Fourth of July, and sports tournaments, or any event involving\or sponsored by the Coeur d’Alene Cultural Center.

Section 11.    Waiver: Folks understands that during the term of this agreement, the City may be undertaking repairs to the City’s commercial dock, which may interfere with Folks’ operation or affect persons in the park. Folks specifically waive any claim as to lost profits or business while said repairs are undertaken.

Section 12.    Worker’s Compensation: Folks agree to maintain worker's compensation coverage on all employees during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should Folks fail to maintain such insurance during the entire term hereof, Folks shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. Folks shall furnish to the City, prior to the granting of a permit, such evidence as the City may require affirming worker's

compensation coverage or in the alternative submit an affidavit stating that all employees have worker's compensation coverage as required by Idaho law.

Section 13. Negligent or Wrongful Act: Folks agree to indemnify and hold harmless the City from any and all liability, loss or damage which the City may suffer arising out of, or in connection with the negligent or wrongful acts, errors and omissions of Folks, their agents, or employees. Folks further agree, at Folks' cost, to defend the City against all claims arising out of this agreement, including any claims resulting from the operation of Folks concession or in connection with the negligent or wrongful acts, errors and omissions of Folks, their agents or employees.

Section 14. Cart Specifications: Folks agree to the following mobile cart specifications, which will be adhered to by Folks:

- A. Length: 22 ft. width: 8 ft. height: 8 ft.
- B. Heat source: propane.
- C. Cooling source: battery, ice, or propane.
- D. The mobile concessions cart must be self-contained.
- E. The mobile concessions cart must be kept clean throughout the season.
- F. The mobile concessions cart must display both the City logo and business logo.

Section 15. Term: The City shall grant a mobile food concession permit to Folks for the season of May 1, 2018 to September 30, 2018, May 1, 2019 to September 30<sup>th</sup>, 2019 and May 1, 2020 to September 30, 2020.

Section 16. Consideration: Folks shall in consideration for the permit to operate and maintain said mobile food concession as set forth in Section 15 at the said location, shall pay the sum of Six Thousand Eighty Three and 68/100 Dollars (\$6,083.68) for the 2018 season, to be paid on or before April 15, 2018; shall pay the sum of Six Thousand One Hundred Ninety Nine and 27/100 Dollars (\$6,199.27) for the 2019 season, to be paid on or before April 15, 2019; shall pay the sum of Six Thousand Three Hundred Seventeen and 05/100 Dollars (\$6,317.05) for the 2020 season, to be paid on or before April 15, 2020. Payment shall be made to the City Parks & Recreation Department.

Section 17. No Alcohol: Folks agree they shall not possess any alcohol or alcoholic beverages in the concession, City Park, or City parking lots.

Section 18. City Ordinances: Folks shall abide by all City Ordinances and resolutions, included but not limited to Municipal Code Sections 5.18.015, 5.18.020, and 5.18.040.

Section 19. Glass Containers: Folks agree not to dispense drinks in glass containers.

Section 20. Violation of Regulations: Folks agree any violation of regulations, contract, ordinance, or any evidence of collusion may result in criminal prosecution and/or in the revocation of the permit, forfeitures of the full consideration, and Folks may not be allowed to rebid or resubmit a proposal for a period of three (3) years.

Section 21. Non-transferable: Folks also agree and understand concession sites cannot be transferred to another vendor without permission of the City.

Section 22. No Truck Parking: Except for parking in lawfully designated parking spaces neither Folks nor their agent (s) shall park trucks or other vehicles adjacent to the concession site for longer than sixty (60) minutes. Failure to comply with this provision shall be considered a material breach of this agreement.

Section 23. Lessor's Option to Terminate Lease: The Lessor may at any time after ten (10) day's written notice terminate this lease, retake possession of the leased space upon payment to the Lessee of the prorated, unearned portion of the lease payment. The notice of the exercise by the Lessor of its option to terminate the lease for no cause shall be given in the same manner as notice of termination in case of default.

Section 24. Forfeiture of Permit: It is understood that time is of the essence and should Folks fail to perform all of the covenants herein required of them, the City may declare the permit forfeited, Folks shall cease operation of the concession at the location, and any monies paid shall be pro rated as of the date of forfeiture. However, that before declaring such forfeiture, the City shall notify Folks in writing of the particulars in which the City deems Folks to be in default and Folks will have three (3) days to remedy the default.

Section 25. Notice: Any notice including notice of default resulting from failure to perform shall be made by placing the written particulars in the United States Mail addressed to Folks at the address above, with proper postage affixed. Any notice required herein to be given to City shall be written and deemed received by City when personally delivered to the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. In lieu of service by mail, a notice of default and/or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b).

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this contract on behalf of said City, and Randy & Akiko Folk, dba Tiki Hut have caused the same to be signed, the day and year first above written.

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

LESSEE:  
RANDY & AKIKO FOLK  
dba TIKI HUT

By: \_\_\_\_\_  
Steve Widmyer, Mayor

By: \_\_\_\_\_  
(Randy Folk)

By: \_\_\_\_\_  
(Akiko Folk)

By: \_\_\_\_\_  
Renata McLeod, City Clerk

EXHIBIT "A"





## EXHIBIT “B”



**let's move**  
cities towns & counties

**JOIN LET'S MOVE!  
TO BUILD A HEALTHY COMMUNITY  
AND RECEIVE NATIONAL  
RECOGNITION FOR YOUR EFFORTS**

*Let's Move! Cities, Towns and Counties (LMCTC)* is part of First Lady Michelle Obama's comprehensive *Let's Move!* initiative, which is dedicated to reversing the childhood obesity epidemic within a generation. With funding from the Robert Wood Johnson Foundation, the National League of Cities (NLC) is providing technical assistance and tools to local elected officials who are participating in LMCTC and striving to build healthy communities.



### HOW DOES IT WORK?

LMCTC helps local elected officials develop long-term, sustainable, and holistic strategies that promote improved nutrition and increased physical activity in their communities.

LMCTC unifies the efforts of cities, towns and counties across the country in pursuing five measurable and achievable goals, which were developed with input from local elected officials:

- I. **Start Early, Start Smart:** Provide children in early care and education settings with a healthy start.
- II. **MyPlate, Your Place:** Display MyPlate in city- and county-owned venues that serve food.
- III. **Smart Servings for Students:** Increase participation in school breakfast and lunch programs.
- IV. **Model Food Service:** Adopt healthy food service guidelines at city- and county-owned venues that serve food.
- V. **Active Kids at Play:** Take steps to promote physical activity.

### BE RECOGNIZED!

Participating communities are awarded bronze, silver, and gold medals for achieving specific benchmarks pertaining to each goal. Local elected officials from these communities are able to showcase their accomplishments and learn about the progress their peers make by visiting the initiative's website.

### CITIES PARTICIPATING IN LMCTC BENEFIT BY:

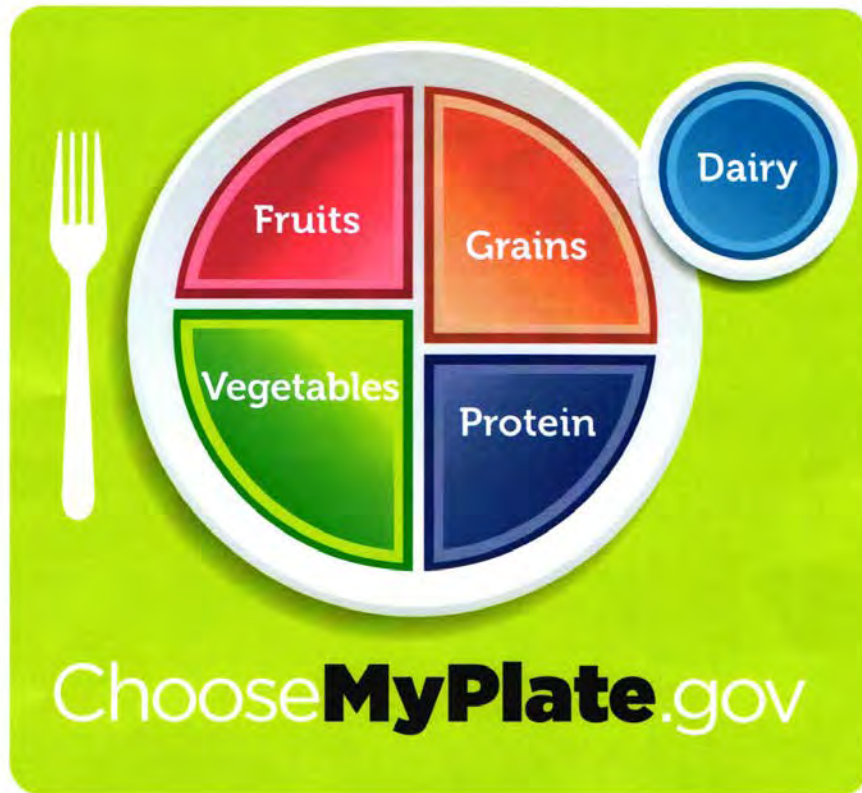
- Receiving national recognition when they achieve LMCTC goals, including opportunities to be recognized by the First Lady
- Gaining access to technical assistance from experts across the federal government and nonprofit sector
- Having a variety of opportunities to learn what works at the local level
- Sharing success stories and discussing challenges with peers in other communities
- Participating in a national movement to build healthy communities for a healthy future

NLC is working in partnership with the U.S. Department of Health and Human Services, and with the support of the U.S. Department of Agriculture, the National Association of Counties and other nonprofit organizations, to assist local elected officials who join LMCTC as they implement policy and environmental changes to prevent childhood obesity.



Learn more about *Let's Move! Cities, Towns and Counties* by visiting: [www.HealthyCommunitiesHealthyFuture.org](http://www.HealthyCommunitiesHealthyFuture.org)

EXHIBIT "C"



# **City of Coeur d'Alene**

## **FIRE DEPARTMENT**

*“City of Excellence”*

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### **Staff Report**

**Date:** November 21, 2017

**From:** Kenny Gabriel, Fire Chief

**Re:** Cooperative Agreement for Mutual Aid Assistance with Idaho Department of Lands (IDL)

**DECISION POINT:** Should Mayor and Council allow the Fire Department to enter into a mutual aid agreement with IDL?

**HISTORY:** The City of Coeur d'Alene was the first City in the State to establish a Mutual Aid agreement with IDL. This was done to insure that we would have adequate resources available to combat a wildfire in and around the City. Since that time IDL has made agreements with many other Departments in the State to both give and receive mutual aid.

**FINANCIAL ANALYSIS:** There is no negative impact to the City. If we do go out of the area on a mutual aid fire with IDL we will be compensated for the response. Also, this agreement would have IDL pay for any support, such as planes and helicopter operations.

**PERFORMANCE ANALYSIS:** This agreement is very positive for the City. As stated it would ensure resources in the event of a wildfire in the City, such as air tankers, helicopters, earth moving machines, their equipment cache as well as their expertise.

**DECISION POINT/RECOMMENDATION:** Allow the Fire Department to enter into a Cooperative Agreement for Mutual Aid Assistance with IDL.

**COOPERATIVE AGREEMENT – MUTUAL ASSISTANCE  
STATE OF IDAHO – STATE FORESTER**

**IDAHO DEPARTMENT OF LANDS**

and

**COEUR D'ALENE FIRE DEPARTMENT**

This agreement, made in duplicate on September 20, 2017, by and between the STATE OF IDAHO, acting by and through the State Forester, Idaho Department of Lands with the approval of the State Land Board of Commissioners, hereinafter referred to as "STATE", and the **COEUR D'ALENE FIRE DEPARTMENT**, hereinafter referred to as "COOPERATOR".

**RECITALS**

WHEREAS, under the provisions of Title 38, Chapter 1, Idaho Forestry Act, Idaho Code, with particular reference to §38-104, the STATE is authorized to enter into cooperative agreements with any county, municipality, association or organization for the detection, prevention or suppression of forest fires, or whose function, desire and/or duty it is to protect any forest or range land from forest or range fires for the purpose of furnishing, operating and maintaining, a protective system for the detection, prevention and suppression of forest or range fires in forest protective districts; and, under the provisions of Idaho Code, Title 31 Chapter 14, Fire Districts, and Title 67, Chapter 23, Miscellaneous Provisions, with particular reference to §31-1417, §31-1430, and §67-2339, the COOPERATOR is authorized to enter into agreements for the purpose of carrying out its duties and obligations; and

WHEREAS, certain of the lands and properties for which STATE and COOPERATOR are independently responsible for the protection from fire are intermingled or adjacent and

WHEREAS, in order to provide more effective and prompt fire suppression on these lands mutual assistance and cooperation between STATE and COOPERATOR is desirable.

NOW, THEREFORE, the parties hereto, STATE and COOPERATOR, do hereby agree as follows:

**ARTICLE I**

**DEFINITIONS FOR AGREEMENT**

1.01 Controlled

The completion of a control line around a fire, any spot fires therefrom, and any interior islands to be saved; burned out any unburned area adjacent to the fire side of the control lines; and cool down all hot spots that are immediate threats to the control line, until the lines can reasonably be expected to hold under the foreseeable conditions.

- 1.02 Containment  
The status of a wildfire suppression action signifying that a control line has been completed around the fire, and any associated spot fires, which can reasonably be expected to stop the fire's spread.
- 1.03 Initial Attack  
Initial fire suppression response actions taken by the first resources to arrive at a wildfire provided by a fire protection agency for the purposes of engaging in the suppression and/or control of a fire. Initial actions may be size up, patrolling, monitoring, holding action, or aggressive Initial Attack. The kind and number of resources responding to Initial Attack vary depending upon fire danger, fuel type, values to be protected, and other factors. Generally, Initial Attack involves a small number of resources, and incident size is small.
- 1.04 Jurisdiction  
The range or sphere of authority related to fire protection agency's legal responsibilities and authority for incident mitigation as established in Idaho Law in conjunction with the procurement of fire protection services from the fire protection agency through its cooperative agreements, contracts, membership fees, tax levies or assessments intended to fund or provide for fire protection services. For Idaho Department of Lands, wildland fire protections services are provided to landowners who pay a Forest Fire Patrol Assessment as per §38-111, Idaho Code.
- 1.05 Protection Area  
An area protected from fire by STATE and COOPERATOR as designated on maps described in ARTICLE II of this agreement.
- 1.06 Protecting Agency  
The party having jurisdiction is responsible for fire suppression within a protection area.
- 1.07 Firefighting Facilities  
The physical equipment, of each protecting agency, used for the suppression of fire.
- 1.08 Personnel  
The persons designated by each protecting agency to take part in fire suppression activities.

## ARTICLE II

### PROTECTION AREA

- 2.01 STATE Protection Area  
The Protection Area of STATE shall be indicated on the map labeled Exhibit "A", attached hereto and by this reference made a part hereof.
- 2.02 COOPERATOR Protection Area  
The Protection Area of COOPERATOR shall be indicated on the map labeled Exhibit "B", attached hereto and by this reference made a part hereof.



**ARTICLE III****MUTUAL ASSISTANCE**

- 3.01 Cooperation  
STATE and COOPERATOR agree to furnish Personnel and Firefighting Facilities to each other to aid in suppression of fires. The Protecting Agency furnishing assistance reserves the right to send Personnel and Firefighting Facilities reasonably available in the judgement of the individual in charge. It is further understood that STATE will be expected to have manpower and equipment available only during closed forest fire season.
- 3.02 Initial Attack Action  
If a fire occurs on or near a mutual boundary, both STATE and COOPERATOR shall promptly send Personnel and firefighting equipment available to start fire control action unless it is mutually understood that only one Protecting Agency will promptly supply the control action.
- 3.03 Notification  
Employees of one Protecting Agency discovering or receiving reports of fires on or threatening lands within the Protection Area of the other Protecting Agency shall report the fires promptly to the responsible Protecting Agency.
- 3.04 Incident Qualifications  
STATE and COOPERATOR recognize each Protecting Agency's professional incident qualification standards as acceptable to their own professional incident qualification standards for the purposes of engaging in cooperative fire suppression actions of mutual benefit. Under this agreement, recognition of Incident Qualifications applies to the Protection Agencies engaged in cooperative initial attack fire suppression actions or situations where both agencies maintain jurisdiction for fire suppression within a common Protection Area.
- 3.05 Fire Investigation  
The STATE and COOPERATOR will protect the origin area of any fire to the best of its ability. The STATE and COOPERATOR will participate in a joint investigation when a fire originates on a Protection Area where each Protecting Agency maintains jurisdiction in fire suppression. The STATE reserves the right to investigate fires originating on, spreading to, or threatening land subject to Forest Fire Protection Assessment.
- 3.06 Reimbursement  
Each Protecting Agency shall assume its own costs incurred under Paragraph 3.01 and 3.02 while engaged in initial attack response not to exceed 24 hours or until containment of the fire achieved, herein, unless reimbursement has been mutually agreed upon in advance and documented by both officers in charge. When reimbursement is in order, payment for Personnel and Firefighting Facilities furnished shall be at the prevailing firefighting equipment and wage rates. When using STATE facilities, the firefighting rate schedule established by the State Forester shall be used. When using COOPERATOR facilities, the rate schedule as established by the Idaho Fire Service Organization Rate Book will be used. Payment and billing procedures will follow the billing protocols as outlined in the Fire Service Organization Rate Book.

3.07 Invoice Timeframe

Reimbursement of costs must be invoiced within sixty (60) business days of the last date of incurred expense for the incident.

## ARTICLE IV

### SUPERVISION

4.01 Regular Procedure

Each Protecting Agency is responsible for assuming direction of action on fires within its Protection Area. Initial action taken by the assisting agency, prior to the arrival of the responsible agency, shall be under the supervision of the assisting agency only until the arrival of the responsible agency unless other arrangements are made in advance.

4.02 Joint Procedure

Each Protecting Agency is responsible for assuming direction of action on fires within its Protection Area. During situations where both agencies maintain jurisdiction for fire suppression within a common Protection Area, initial action will be taken by both agencies and unified command shall be established between the protection agencies for incident supervision purposes.

4.03 Change in Procedures

Whenever it appears advantageous to establish a different procedure for supervision of fire control action, the Protecting Agencies may do so by mutual agreement and documented by both officers in charge. At all other times, the procedures set forth in Paragraphs 4.01 and 4.02, herein, shall be in effect.

## ARTICLE V

### PREPAREDNESS AND PREVENTION

5.01 Training

STATE and COOPERATOR may engage and participate in integrated training activities and exercises to improve fire response coordination and fire suppression effectiveness. Unless mutually agreed upon in advance, each Protecting Agency shall assume its own costs when engaged in cooperative training activities and exercises.

5.02 Radio Frequencies

STATE and COOPERATOR may share radio frequencies and communication facilities for the purposes of providing a coordinated fire suppression response.

5.03 Burn Permits

STATE will manage a self-serve, online Burn Permit system – <http://burnpermits.idaho.gov>. COOPERATOR will provide STATE input when burning should be restricted within the COOPERATOR Protection Area. Upon mutual agreement, COOPERATOR may be granted access to the Burn Permit system for the purposes of supporting the administration of the COOPERATOR's fire prevention program within the COOPERATOR's Protection Area.

5.04 Operations Plan

STATE and COOPERATOR are encouraged to mutually develop Operations Plans that provide principles, business direction, and guidance in the conduct of cooperative fire control operations. The Operations Plan shall be reviewed annually, and revised as necessary to achieve mutual cooperation and understanding within the framework established under this agreement.

5.05 Fire Prevention

STATE and COOPERATOR may engage and participate in cooperative fire prevention activities and projects of mutual benefit for the purposes of advancing public education and awareness of human caused fires and associated fire prevention mitigation practices. Unless mutually agreed upon in advance, each Protecting Agency engaged in cooperative fire prevention activities or projects will assume its own costs for Firefighting Facilities and Personnel provided to support these activities.

**ARTICLE VI**

**STATEWIDE MOBILIZATION**

6.01 STATE Request For Assistance

STATE shall be the single hiring point for Firefighting Facilities and Personnel provided by the COOPERATOR for the purposes of providing fire suppression assistance on wildland incidents where the COOPERATOR maintains no jurisdictional responsibility for fire suppression.

6.02 Procurement

The Idaho Fire Service Organization Rate Book shall be used by STATE for the purposes of procuring COOPERATOR provided resources in response to COOPERATOR's acceptance of a STATE Request for Assistance.

6.03 Equipment Standards and Incident Qualifications

Firefighting Equipment and Personnel provided by the COOPERATOR shall meet the minimum equipment specifications and incident qualification standards as established in the Idaho Fire Service Organization Rate Book.

**ARTICLE VII**

**LIMITATIONS – RESPONSIBILITES**

7.01 Limitations

In no event shall either party to this agreement be bound beyond its lawful authority and appropriations available.

7.02 Liabilities

Neither Protecting Agency shall be liable to the other Protecting Agency for any loss or damage.

7.03 Laws and Regulations

Each party hereto agrees to comply with all federal, state, and local laws, rules and regulations pertaining to this agreement including, but not limited to, industrial accident and workman's compensation laws of the State of Idaho.



7.04 Hold Harmless

Unless otherwise limited or prohibited by law (including I.C. §§ 59-1015 through 59-1017, and subject to and in accordance with the Idaho Tort Claims Act, I.C. § 6-901 et seq.), each party agrees to save and hold the other harmless from any claim, liability or damage resulting from any error, omission, or act of negligence by the indemnifying party, its officers, employees or agents in the performance of its responsibilities under this Agreement.

**ARTICLE VIII**

**DURATION-TERMINATION**

8.01 Duration

This agreement shall remain in effect for five years, effective from date of signatures, unless mutually agreed by the parties to extend this agreement. This agreement shall remain in continuous effect until termination pursuant to Paragraph 8.02 herein.

8.02 Termination

This agreement may be terminated at any time by mutual consent of the parties or by one party giving written notice to the other party not less than thirty (30) days prior to effective date of termination.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first hereinabove stated.

<u>STATE</u>		<u>COOPERATOR</u>	
<b>Area/District/Association Representative Idaho Department of Lands</b>		<b>Steve Widmyer, Mayor City of Coeur d'Alene</b>	
		Steve Widmyer	
Printed Name	Date	Printed Name	Date
<b>State Forester Idaho Department of Lands</b>		Kootenai County	
		<b>County where FSO is located</b>	
		Mica Forest Protective District	
Printed Name	Date	<b>Area/District/Association</b>	

Attest:

\_\_\_\_\_  
Renata McLeod, Cd'A City Clerk

# ANNOUNCEMENTS

# Memo to Council

DATE: November 30, 2017

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the December 5th Council Meeting:

ASHLEY McCORMACK, PhD, MSW      ARTS COMMISSION

A copy of the data sheet has been placed by your mailboxes.

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Renata McLeod, Municipal Services Director  
Amy Ferguson, Arts Commission Staff Support

OTHER BUSINESS

**GENERAL SERVICES  
STAFF REPORT**

**Date:** November 20, 2017  
**From:** Bill Greenwood Parks & Recreation Director  
**SUBJECT:** Skate Park Funding (*Council Action Required*)

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**DECISION POINT:**

Allocate funds from Parks Capital Improvement Fund to complete the funding shortfall to build the new skate park at the in Memorial Park and to accept ignite funding.

**HISTORY:**

The original skate park was constructed in the early 90's with upgrades and improvements throughout the years by the Skate Park Association and the City of Coeur d Alene. A new Skate Park was identified in the 2008 Parks Master Plan as well as the Four Corners BLM Master Plan as a need for this user group.

In our development plan for Memorial Park we identified funding for a new skate park. We worked with the skateboard community and created a conceptual plan to build a plaza style skate park for \$400,000. We acquired \$200,000 from Ignite and we then applied for a LWCF matching grant for the other \$200,000, but unfortunately we did not receive the grant.

**FINANCIAL ANALYSIS:**

Not receiving the grant was a disappointment to say the least, although we have other avenues to locate the needed funds. Ignite is willing to further partner with us to make up this shortfall, they are proposing to give us an additional \$150,000 and we would take \$50,000 from Parks Capital Improvement in order to build the new skate park.

**PERFORMANCE ANALYSIS:**

This is perfect use of Parks Capital Improvement Fund and this project helps to meet the needs of our CDA Stake Park Association and their user group of 875 skaters and another 500 BMX riders that will use this new facility.

**DECISION POINT / RECOMMENDATION:**

Allocate \$50,000 from Parks Capital Improvement Fund to complete the funding shortfall to build the new skate park at the in Memorial Park and to accept ignite funding.

## GENERAL SERVICES STAFF REPORT

**Date:** November 27th, 2017  
**From:** Monte McCully, Trails Coordinator  
**SUBJECT:** **COMPLETE STREETS ORDINANCE***(action required)*

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### **DECISION POINT:**

The Coeur d'Alene Ped/Bike Advisory Committee is requesting General Services recommend to Council the adoption of a Complete Streets Ordinance.

### **HISTORY:**

A Complete Streets policy was adopted by the City of Coeur d'Alene back in 2009. Complete Streets is a nationally recognized movement in which communities are asking their planners, engineers and designers to build road networks that can be used by all modes of transportation. In the past, roads were designed for motorized vehicles only and access for other types of use were added as an afterthought. The idea behind Complete Streets is to include planning for all forms of travel during the planning of every street. In its current form as a policy there are several weaknesses. The inclusion of additional facilities is at the whim of whoever is the City Engineer at that time. We have been fortunate to have engineers that are very conscious of all modes of transportation, but that may not always be the case. This policy makes any decision to exclude multi-modal transportation a decision that must be ratified by at least 2 of the following: City Engineer, City Council, Planning and Zoning Commission, or Community Planning Director.

### **FINANCIAL ANALYSIS:**

There would be no cost at this time. Upon construction of each new street the cost would be minimal. When included in planning the cost is nearly negligible. Much cheaper than retro-fitting streets when need becomes apparent in later years. A Complete Streets Ordinance also furthers our goal of making Coeur d'Alene a gold level Bicycle Friendly Community.

### **PERFORMANCE ANALYSIS:**

Adopting a Complete Streets ordinance will strengthen our standards when building streets that will benefit all users: cars, bikes, pedestrians, disabled people, elderly, children and transit.

### **DECISION POINT/ RECOMMENDATION**

The Coeur d'Alene Ped/Bike Advisory Committee is requesting General Services Committee recommend to Council the adoption of a Complete Streets Ordinance.

COUNCIL BILL NO. 17-1034  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADDING A NEW CHAPTER 10.03, COMPLETE STREETS, TO THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, upon recommendation of the Pedestrian and Bicycle Advisory Committee, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said Chapter be adopted;

NOW, THEREFORE,

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

**SECTION 1.** *That a new Chapter 10.03, Complete Streets, be added to the Coeur d'Alene Municipal Code as follows:*

**CHAPTER 10.03  
COMPLETE STREETS**

**10.03.010: PURPOSE; VISION:**

The purpose of this Chapter is to increase opportunities for use of the City's roadways; reduce negative environmental impacts; support a vibrant community beneficial to local business; promote healthy living, economic development, and tourism; advance the wellbeing of travelers; support the goal of compact development; and meet the needs of the diverse populations that comprise our community.

The vision of the City is of a community in which all residents and visitors, regardless of their age, ability, or financial resources, can safely and efficiently use the public rights-of-way to meet the transportation needs of their chosen mode of travel.

**10.03.020: DEFINITIONS:**

- A. City – means the legal environs of the municipality designated “Coeur d’Alene, Idaho.”
- B. Complete Streets – means the corridors and networks that are scoped, planned, designed, built, operated, and maintained to enable safe access by all users.
- C. Wayfaring – means all of the ways in which people and animals orient themselves in physical space, and navigate from place to place.

**10.03.030: STATEMENT OF POLICY:**

- A. The City will plan for, design, construct, operate, and maintain an appropriate and integrated transportation system that will meet the needs of motorists, pedestrians, bicyclists, wheelchair users, transit vehicles and riders, freight haulers, emergency responders, and residents of all ages and abilities.
- B. Transportation facilities that support the concept of Complete Streets include, but are not limited to, pavement markings and signs; street and sidewalk lighting; sidewalk and pedestrian safety improvements; features consistent with Americans with Disabilities Act and Title VI compliance; bicycle accommodations including bike lanes, bike infrastructure, and appropriate signage and markings; and, as appropriate, streetscapes that appeal to and promote pedestrian use.
- C. The system's design will be consistent with and supportive of local neighborhoods, recognizing that transportation needs vary and must be balanced in a flexible, safe, and cost effective manner.

**10.03.040: PLANNING:**

Those involved in the planning and design of projects within the public right-of-way will give consideration to all users and modes of travel from the start of planning and design work. Transportation improvements shall be viewed as opportunities to create safer, more accessible streets for all users. This policy shall apply to new construction, reconstruction, and rehabilitation projects.

**10.03.050: EXCEPTIONS:**

Exceptions to this policy may be granted by agreement of any two (2) of the following, in consultation with the Pedestrian and Bicycle Advisory Committee: City Engineer, City Council, Planning and Zoning Commission, or Community Planning Director, under one or more of the following circumstances:

- A. Street projects may exclude those elements of this policy that would require the accommodation of street uses prohibited by law;
- B. Ordinary maintenance paving projects should include evaluating the condition of existing facilities supporting alternative transportation modes as well as modifying existing pavement markings and signing that supports such alternative modes as appropriate;
- C. Street reconstruction projects and maintenance paving projects which involve widening pavement may exclude elements of this policy when the accommodation of a specific use is expected to:
  - 1. Require more space than is physically available; or



2. Be located where both current and projected future demand is demonstrably absent; or
3. Adversely change the cost benefit ratio and equivalent alternatives exist within close proximity; or
4. Have litigated adverse impacts on environmental resources such as streams, wetlands, floodplains, or historic structures or sites above and beyond the impacts of currently existing infrastructure; or
5. The cost would be disproportionate to the current needs or probable future use.

D. Street projects may exclude the development of sidewalks in areas falling outside those identified as appropriate for sidewalks on the basis of an adopted sidewalk policy.

**10.03.060: INTERGOVERNMENTAL COOPERATION:**

- A. The City will cooperate with other transportation agencies including the Idaho Transportation Department and Kootenai Metropolitan Planning Organization to confirm that the principles and practices of Complete Streets are embedded within their planning, design, construction, and maintenance activities.
- B. The City will specifically cooperate to confirm that the transportation network flows seamlessly between jurisdictions in accordance with local and regional road, transit, bicycle, and pedestrian plans.

**10.03.070: DESIGN CRITERIA:**

- A. The City, through the Streets & Engineering Department, shall maintain design criteria, standards, and guidelines based upon recognized best practices in street design, construction, and operation.
- B. To the greatest extent feasible, the City shall adopt the same standards with particular emphasis on pedestrian and bicycle markings, and Wayfaring signage.
- C. Resources to be referenced in developing these standards shall include, but not necessarily be limited to, the latest editions of:
  1. American Association of State Highway Transportation Officials (AASHTO) Policy on Geometric Design of Highways and Streets;
  2. AASHTO Guide to the Development of Bicycle Facilities;
  3. Idaho Transportation Department Roadway Design Manuals;

4. Institute of Transportation Engineers;
5. National Association of City Transportation Officials; and
6. Manual on Uniform Traffic Control Devices.

**10.03.080: COMMUNITY CONTEXT:**

- A. Implementation of this policy shall take into account the goal of enhancing the context and character of the surrounding built and natural environments.
- B. Appropriate attention should be given to projects which enhance the overall transportation system and its connectivity for access to parks or recreation areas, schools, shopping/commercial areas, public transportation, employment centers, existing pedestrian or bicycle networks, or regional bicycle pedestrian plans prepared by associated groups such as Kootenai County.

**10.03.090: PERFORMANCE:**

The City Engineer, or designee, shall report to the Pedestrian and Bicycle Advisory Committee and City Council on an annual basis regarding the transportation projects undertaken within the prior year and planned for the coming six-year period, and the extent to which any of these projects has met or will meet the objectives of this policy.

**10.03.100: IMPLEMENTATION:**

- A. This policy will be primarily implemented through developing bike and pedestrian network plans within the City in conjunction with Kootenai County's regional plans.
- B. These plans should specify the type and location of improvements, and should be implemented as funding becomes available.
- C. Special emphasis shall be placed on those elements of these plans that can be accomplished with little additional expense, such as providing bike lanes where existing pavement is adequate or where road shoulders are sufficient to allow for safe bicycle use.

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

**SECTION 3.** 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.

**SECTION 4.** 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.

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on December 5, 2017.*

APPROVED, ADOPTED and SIGNED this 5<sup>th</sup> day of December, 2017.

---

Steve Widmyer, Mayor

ATTEST:

---

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Adding Chapter 10.03 to the Coeur d'Alene Municipal Code

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADDING A NEW CHAPTER 10.03, COMPLETE STREETS, TO THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT 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.

---

Renata McLeod, City Clerk

## STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Adding Chapter 10.03, Complete Streets, to the Coeur d'Alene Municipal Code, 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 5<sup>th</sup> day of December, 2017.

---

Randall R. Adams, Chief Civil Deputy City Attorney

**CITY COUNCIL STAFF REPORT**

**DATE:** December 5, 2017  
**FROM:** Mike Gridley, City Attorney, and Tami Stroud, Planner  
**SUBJECT:** Annexation Agreement with Scott and Carol Stephens, (1354 Silver Beach Road property)

=====

**DECISION POINT:**

Should the City Council approve the Annexation Agreement with Scott and Carol Stephens for a parcel of land abutting City limits that the Owners wish to annex. If so, the Annexation Agreement will need to be approved for the annexation request that was approved by the City Council on August 7, 2012.

**HISTORY:**

The property is a +/- .234 acre parcel located at 1354 Silver Beach Road and is located north of Coeur d’Alene Lake Drive. The City Council approved the annexation of this property on August 7, 2012, with the R-5 zoning, but the annexation process was never finalized. The original request for annexation was recommended for approval by the Planning Commission on June 12, 2012, and approved by the City Council in August of 2012. However; the annexation agreement was contingent upon Mr. and Mrs. Stephens providing proof of compliance with County Building Code, proof of legal road access, and proof a water sharing agreement with their neighbor. Those items have now been satisfied, and the County and the property owners have provided documentation of the required items. The Planning Commission and the City Council adopted the Findings and Order with the annexation request in 2012.

**FINANCIAL ANALYSIS:**

The Owners have paid annexation fees of \$1050.00. Further, by annexing the property, the City will receive property taxes from the Owners.

**PERFORMANCE ANALYSIS:**

The City Council has determined that the property is appropriate for annexation. This Agreement will finalize the annexation process.

**DECISION POINT/RECOMMENDATION:**

The City Council will need to decide if it would like to approve the Annexation Agreement with Scott and Carol Stephens for the above-noted Silver Beach Road property.

RESOLUTION NO. 17-072

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ANNEXATION AGREEMENT WITH SCOTT AND CAROL STEPHENS FOR 1354 SILVER BEACH ROAD.

WHEREAS, an annexation agreement has been negotiated between the City of Coeur d'Alene and Scott and Carol Stephens, pursuant to the terms and conditions set forth in said agreement, a copy of which is attached hereto as Exhibit "1" and by this 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, that the City enter into an annexation agreement with Scott and Carol Stephens in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 5<sup>th</sup> day of December, 2017.

\_\_\_\_\_  
Steve Widmyer, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

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

COUNCIL MEMBER EVANS Voted \_\_\_\_\_

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

COUNCIL MEMBER MILLER Voted \_\_\_\_\_

COUNCIL MEMBER ENGLISH Voted \_\_\_\_\_

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



## ANNEXATION AGREEMENT

THIS AGREEMENT, made and dated this 5<sup>th</sup> day of December, 2017, by and between the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as the "City," and **Scott and Carol Stephens**, 1354 Silver Beach Road, Coeur d'Alene, ID 83814, hereinafter referred to as the "Owners."

### WITNESSETH:

WHEREAS, the Owners own a parcel of land adjacent to the City limits that Owners wish to annex, and the Owners have applied for annexation to the City. Said property to be annexed is more particularly described in Exhibit "A" attached hereto (hereinafter referred to as "the Property") and incorporated herein by reference into the substantive portion of this agreement; and

WHEREAS, the Mayor and City Council of the City have determined that it would be in the best interests of the City and the citizens thereof to annex the Property subject to the Owners performing the conditions hereinafter set forth;

NOW, THEREFORE,

IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

### ARTICLE I: LEGAL DESCRIPTION

Section 1. Legal Description: The Property to be annexed is an approximately .234 acre parcel located at 1354 Silver Beach Road and is more particularly described in Exhibit "A."

### ARTICLE II: STANDARDS

Section 1. Applicable Standards: The Owners agree that all laws, standards, policies, and procedures regarding public improvement construction that the Owners are required to comply with or otherwise meet pursuant to this agreement or City codes shall be those in effect at the time of construction drawings approval. The Owners further waive any right the Owners may have regarding the date used to determine what public improvements; construction laws, standards, policies, and procedures shall apply.

### ARTICLE III. UTILITIES

Section 1: Use of Utilities:

1.1 Water and Sewer: The Owners agree to provide water and sewer (septic tank) to this property until such time as the City's water and sanitary sewer systems become available for this property. The Owners agree that the City is under no obligation to extend water and sewer

to their property. The extension of water and sewer to this property will be the responsibility of the Owners or their successors.

1.2 Garbage Collection: Upon termination of any existing garbage service contract, the Owners agree to use the garbage collection service in effect within the City of Coeur d'Alene for this property. The City will identify the garbage collection service to be used.

1.3 Maintenance of Private Sanitary Sewer and Water Lines: The City shall not be responsible for maintenance of any private sanitary sewer lines or water lines including appurtenances, serving the Owners' development.

1.4 Street Lights: The Owners agree to adhere to City policies and standards for street light design and construction.

1.5 Street Trees: The Owners agree to adhere to City policies and standards for street trees.

#### ARTICLE IV: FEES

##### Section 1. Consideration:

1.1 Annexation Fees: The Owners agree to provide specific consideration for annexation in the amount of Seven Hundred Fifty Dollars and no/100 (\$750.00). This fee is based upon the formula found in the policy approved by Coeur d'Alene Municipal Resolution 94-059 (\$750 per potential dwelling unit). The sum specified is deemed by the parties to be a reasonable fee for City benefits and services to the Owners' project, including but not limited to public safety and other services. The Owners will remain responsible for all other costs and fees required by City code. Payment of the annexation fees will be due on or before the execution of this agreement.

1.2 No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific dateline in which those burdens will occur. This section anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City. The following sum shall be paid upon fulfillment of the conditions precedent set forth below.

Section 2. Other Fees: Additionally, the Owners, or their successors, shall be responsible for all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s), and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this paragraph are set forth by Municipal Ordinance and/or resolution, and arise independent of this agreement.

Section 3. The Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare the annexation agreement that will benefit the Owners. The Parties further agree the City shall be reimbursed a reasonable fee for its costs

to prepare such agreement. The Parties further agree that such fee shall be in the amount of Three Hundred and No/100 Dollars (\$300.00).

## ARTICLE V. MISCELLANEOUS

Section 1. Subdivision: The parties acknowledge that in the event the Owners desire to sell a portion of the property described in Article I, Section 1, rather than the parcel as a whole, that a short plat may be necessary. The Owners agree that in the event a short plat is necessary, the Owners will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.

Section 2. Deannexation: The Owners agree that in the event the Owners fail to comply with the terms of this agreement, default, or are otherwise in breach of this agreement, the City may deannex and terminate utility services without objection from the Owners', their assigns or successors in interest of such portions of the Owners' Property as the City in its sole discretion decides.

Section 3. The Owners to Hold the City Harmless: The Owners further agree they will indemnify, defend and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's tortious use of the Property described in Exhibit "A." The Owners further agree to pay the City's legal costs, including reasonable attorney fees, in the event this annexation is challenged in a court of law. Payment for the City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.

Section 4. Water Sharing Agreement: Prior to acceptance of this agreement, the Owners must provide to the City proof of a permanent water sharing agreement with his adjoining neighbor.

Section 5. Merger: The representations, warranties, covenants, conditions, and agreements of the parties contained in the agreement shall survive the acceptance of any deeds and/or easements.

Section 6. Recordation: The Owners further agree this agreement shall be recorded by the City at the Owner's expense. All promises and negotiations of the parties merge into this agreement. The parties agree that this agreement shall only be amended in writing and signed by both parties. The parties agree that this agreement shall not be amended by a change in any law. The parties agree this agreement is not intended to replace any other requirement of City code.

Section 7. Section Headings: The section headings of this agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.

Section 8. Compliance with Applicable Laws: The Owners agree to comply with all applicable laws.

Section 9. Covenants Run With Land: The covenants herein contained to be performed by the Owners shall be binding upon the Owners and the Owners' heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land. This document shall be recorded at the Kootenai County Recorder's Office at the sole cost of the Owners.

Section 10. Publication of Ordinance: The parties agree that until the date of publication of the annexation ordinance, no final annexation of the Owner's Property shall occur. Upon proper execution and recordation of this agreement, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing the Owner's Property.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this agreement to be executed by its Mayor and City Clerk, and the Owners have caused the same to be executed the day and year first above written.

**CITY OF COEUR D'ALENE**

**OWNERS**

By: \_\_\_\_\_  
Steve Widmyer, Mayor

\_\_\_\_\_  
Scott Stephens

**ATTEST:**

\_\_\_\_\_  
Carol Stephens

\_\_\_\_\_  
Renata McLeod, City Clerk

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 5<sup>th</sup> day of December, 2017 before me, a Notary Public, personally appeared **Steve Widmyer and Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who 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 Coeur d'Alene  
My Commission expires:\_\_\_\_\_

---

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 30<sup>th</sup> day of November, 2017, before me, a Notary Public, personally appeared **Scott Stephens and Carol Stephens**, husband and wife, known to me to be the persons whose names are subscribed herein, who executed the foregoing instrument and acknowledged that they voluntarily 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:\_\_\_\_\_

**AMLEND  
ANNEXATION BOUNDARY  
ORDINANCE NO.**

A parcel of land being a portion of the Southwest ¼ of Section 20, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho and being described by metes and bounds as follows:

COMMENCING at a found 3¼" aluminum cap marking the West ¼ corner of Section 20, said point referenced to the Center ¼ corner which bears S. 88° 38' 19" East, 2627.11 feet (formerly shown on Ordinance No. 3178 as S. 88° 03' 33" E., 2627.10 feet);

THENCE, South 37° 02' 04" East, a distance of 1688.66 feet (S. 36° 26' 13" E., 1688.44 feet – Ordinance No. 3178) to a found 1" iron pipe on the existing boundary of the City of Coeur d'Alene marking the POINT OF BEGINNING;

THENCE along said boundary, South 50° 01' 30" West, a distance of 119.98 feet to a found 1" iron pipe;

THENCE continuing along said boundary, North 39° 55' 30" West, a distance of 85.00 feet to a set 5/8" iron rod and PLS 4194 cap;

THENCE leaving said boundary, North 50° 03' 10" East, a distance of 119.79 feet to a found 1" iron pipe on the existing boundary of said City;

THENCE along said boundary, South 40° 03' 30" East, a distance of 84.94 feet to the POINT OF BEGINNING.

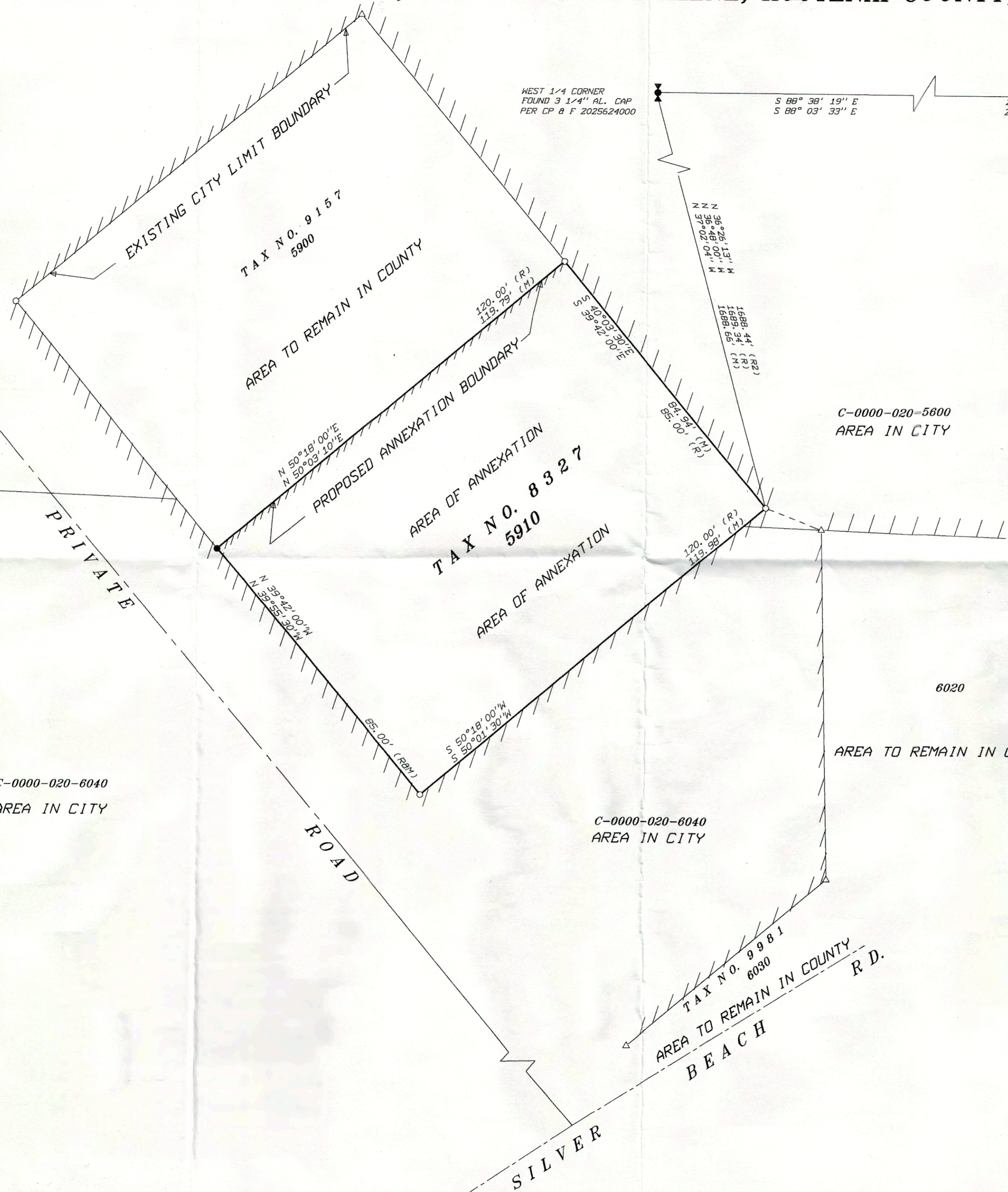
11/29/17  
2157-2122.lgl





**RECORD OF SURVEY – ORDINANCE NO.**  
**SHOWING AREA ANNEXED INTO THE CITY OF COEUR D'ALENE LOCATED IN THE S.W. 1/4, SECTION 20,**  
**TOWNSHIP 50 NORTH, RANGE 3 WEST, B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO**

C-0000-020-5600  
 AREA IN CITY



**RECORDER**

FILED AND RECORDED AT THE REQUEST OF:  
 EMPIRE SURVEYING

DATE: \_\_\_\_\_ O'CLOCK \_\_\_\_ M.  
 TIME: \_\_\_\_\_  
 BOOK: \_\_\_\_\_ AT PAGE \_\_\_\_\_  
 INSTRUMENT NO. \_\_\_\_\_

KOOTENAI COUNTY, STATE OF IDAHO  
 RECORDER: \_\_\_\_\_  
 DEPUTY: \_\_\_\_\_  
 \$5.00

**LEGEND**

- DENOTES SET 5/8" IRON ROD & P.L.S. 4194 CAP
- DENOTES FOUND 1" IRON PIPE PER ORIGINAL DEED
- ||||| DENOTES AREA OF ANNEXATION
- (R) MEASUREMENT PER DEED OR REFERENCE
- (M) MEASUREMENT THIS SURVEY
- △ DENOTES CALCULATED POSITION
- ||||| DENOTES EXISTING CITY LIMIT BOUNDARY
- OTHERS AS NOTED

**REFERENCES**

- 1) RECORD OF SURVEY IN BOOK 9, PAGE 100.
- 2) RECORD OF SURVEY IN BOOK 22, PAGE 411B.
- 3) RECORD OF SURVEY IN BOOK 22, PAGE 244.
- 4) RECORD OF SURVEY IN BOOK 27, PAGE 207.

**BASIS OF BEARING**

S 88° 38' 19" E BETWEEN THE WEST 1/4 CORNER AND THE CENTER 1/4 CORNER FROM CONTROL RECORD OF SURVEY IN BOOK 22, PAGE 244 (R3).

20 0 20 40 60  
 GRAPHIC SCALE - FEET

**NOTES**

1) THE ATTEMPT WAS NOT MADE TO SHOW ALL PHYSICAL FEATURES OF THE PROPERTY, PRESCRIPTIVE EASEMENTS OR EASEMENTS OF RECORD OR IN VIEW.



**SURVEYOR'S CERTIFICATE**

I, JON P. MONACO, REGISTERED PROFESSIONAL LAND SURVEYOR 4194, STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS MAP REPRESENTS A SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO.

**EMPIRE SURVEYING & CONSULTING, INC.**  
 P.O. BOX 12  
 HAYDEN LAKE, ID. 83835  
 (208) 772-8581  
 (208) 772-8582 FAX  
 EMAIL: ESEINC@FRONTIER.COM

RECORD OF SURVEY - ORDINANCE NO.			
SHOWING AREA ANNEXED INTO CITY OF CO'AL IN SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 50 NORTH, RANGE 3 WEST, B.M., KOOTENAI COUNTY, IDAHO			
PROJECT NO. 2157-122	COORDINATE FILE: 604-9101	SCREEN FILE: 2157121B	LAYERS: 16, 28, 60-63, 67
DATE: 09/28/12	DRAWN BY: JPM	CHECKED BY: JPM	REVISIONS:
SURVEY AT THE REQUEST OF: STEPHENS / BURKE			SCALE: 1" = 20'

SHEET 1 OF 1  
 Exhibit A



# PUBLIC HEARINGS



# CITY COUNCIL STAFF REPORT

**DATE:** December 5, 2017  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** **V-17-6, Vacation of the 20' Emergency Vehicle Access Easement in the Graystone Subdivision**

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## **DECISION POINT**

The applicant, Shay & Eric Wallace, are requesting the vacation of a portion of the 20' emergency vehicle access easement located between Lot 8 and Lot 9, Block 1 of the Graystone Subdivision.

## **HISTORY**

The emergency vehicle access easement on the subject property was originally installed with the Graystone Subdivision in 2003 and then modified/recorded in 2007.

## **FINANCIAL ANALYSIS**

There is no financial impact to the City. No additional tax revenue would be generated by the vacation because it is an easement and not property in fee.

## **PERFORMANCE ANALYSIS**

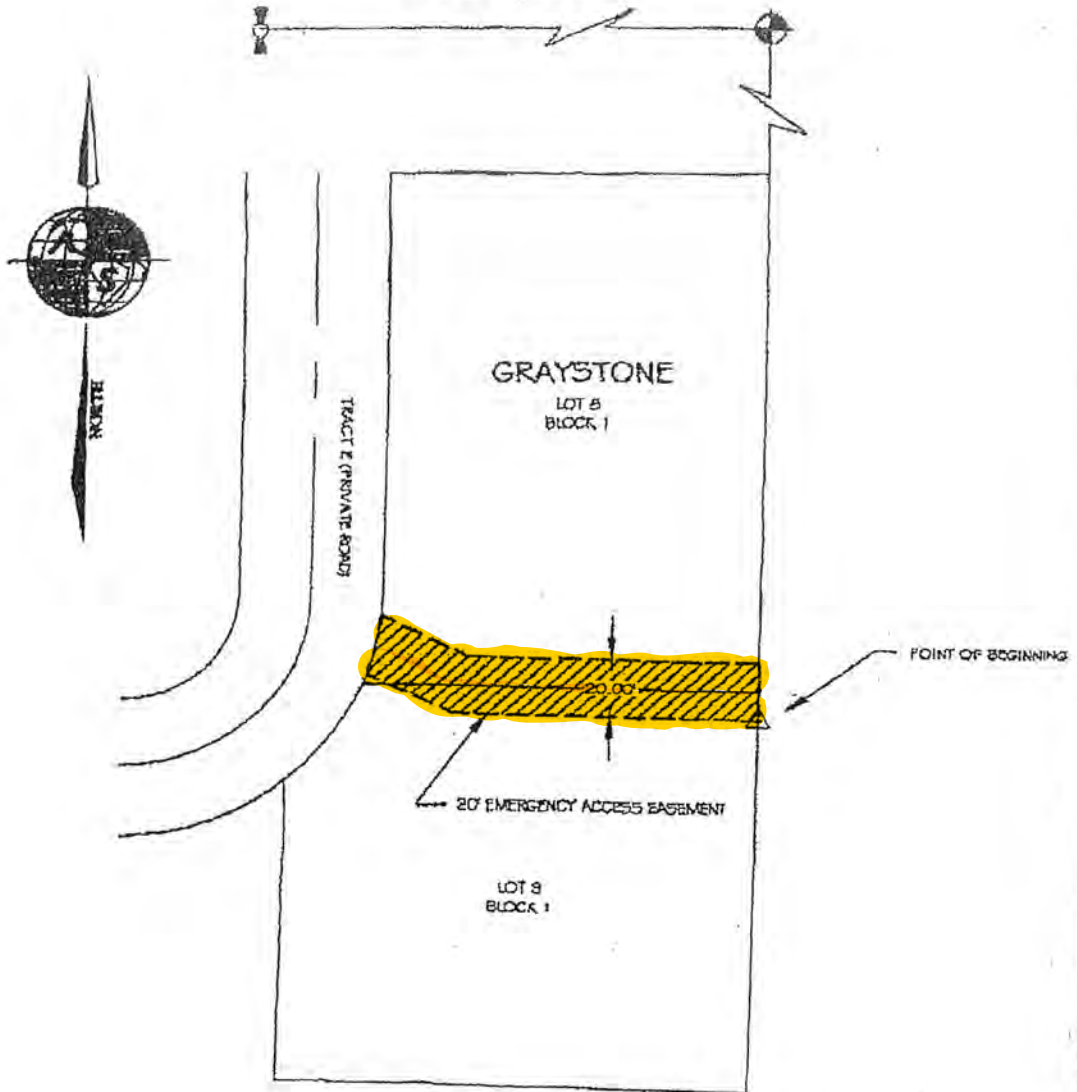
The purposes of this request are to vacate the 20' emergency vehicle access easement. The Fire Department has stated that the easement is no longer used and is not recognized by the Fire Department for emergency access. The unused easement portion would allow the homeowners to install landscaping up to their property lines. The Development Review Team was informed about this vacation and did not have any concerns.

## **RECOMMENDATION**

Staff recommends to the City Council to approve the vacation action per Idaho Code Section 50-1306, and, to vacate the noted easement to the applicant, Shay & Eric Wallace.

# EXHIBIT

A PORTION OF THE S.W. 1/4 S. 6, T. 50 N., R. 3 W. B.M.  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.  
MAY 2006



	<b>ADVANCED TECHNOLOGY SURVEYING &amp; ENGINEERING</b> INC.	SCALE: 1" = 30'
	5177 HEDER STREET, MAYFIELD, IDAHO, 83854	CHECKED BY NLS
	• PH: (208) 722-2745 • FAX: (208) 763-9731 •	DATE: 4/11/2006
		DRAWN BY TY
		DATE: 4/11/2006
	PROD: TMAP	
	PRG: RSP	

COUNCIL BILL NO. 17-1035  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING AN EMERGENCY VEHICLE ACCESS EASEMENT IN THE GRAYSTONE SUBDIVISION, RECORDED IN BOOK "T" OF PLATS, PAGE 492A, RECORDS OF KOOTENAI COUNTY, GENERALLY DESCRIBED AS A 20 FOOT EMERGENCY VEHICLE ACCESS EASEMENT LYING IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, 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.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said easement be vacated;

NOW, THEREFORE,

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

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

**Legal description and drawing, attached as Exhibits "A" and "B"**

be and the same is hereby vacated.

**SECTION 2.** That said vacated easement shall be relinquished, released, revoked and abandoned, and the current owners of the property affected by said easement, their heirs and assigns, shall be the beneficiaries of the vacation and shall hold their respective properties free and clear of said easement.

**SECTION 3.** That the franchise rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law.

**SECTION 4.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

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

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an ordinance of the City of Coeur d' Alene at a regular session of the City Council on December 5, 2017.*

APPROVED by the Mayor this 5<sup>th</sup> day of December, 2017.

---

Steve Widmyer, Mayor

ATTEST:

---

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
**V-17-6, EMERGENCY VEHICLE ACCESS EASEMENT VACATION**

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. \_\_\_\_\_, vacating a 20 foot emergency vehicle access easement in the Graystone Subdivision.

Such easement is more particularly described as follows:

Attached Exhibits "A" and "B" are on file in the City Clerk's Office.

The ordinance further provides that 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.

\_\_\_\_\_  
Renata McLeod, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, Randall R. Adams, am Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No\_\_\_\_\_, V-17-6, vacating a 20 foot emergency vehicle access easement in the Graystone Subdivision, 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 5<sup>th</sup> day of December, 2017.

---

Randall R. Adams, Chief Civil Deputy City Attorney



**Advanced Technology Surveying & Engineering**

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

A PORTION OF LOT 8 AND LOT 9 BLOCK ONE, ACCORDING TO THE OFFICIAL PLAT OF "GRAYSTONE" FILED IN BOOK "1" OF PLATS AT PAGE 492A, KOOTENAI COUNTY RECORDS. LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 6 FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION BEARS NORTH 89° 17' 12" WEST, 2638.33 FEET; THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 00° 22' 32" WEST, 699.97 FEET TO THE SOUTHEAST CORNER OF LOT 8 BLOCK ONE AS DEPICTED ON SAID PLAT OF "GRAYSTONE". THENCE SOUTH 00° 37' 35" WEST, 10.00 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIBED PARCEL OF LAND.

THENCE NORTH 89° 22' 26" WEST, 97.32 FEET ALONG A LINE 10 FEET SOUTH OF AND PARALLEL WITH THE LOT LINE COMMON TO AFOREMENTIONED LOT 8 AND LOT 9;

THENCE LEAVING SAID PARALLEL LINE NORTH 63° 28' 32" WEST, 30.17 FEET TO A POINT ON THE EAST LINE OF TRACT E AS SHOWN ON SAID PLAT OF "GRAYSTONE". SAID POINT ALSO BEING THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 83.00 FEET, A CENTRAL ANGLE OF 14° 17' 40", AND A CHORD OF 20.65 FEET BEARING NORTH 12° 04' 16" EAST;

THENCE NORTHERLY ALONG SAID CURVE, 20.71 FEET TO A POINT;

THENCE SOUTH 63° 28' 21" EAST, 30.73 FEET TO A POINT 10 FEET NORTH OF THE COMMON LINE BETWEEN SAID LOT 8 AND LOT 9 BLOCK ONE;

THENCE SOUTH 89° 22' 26" EAST, 92.72 FEET ALONG A LINE 10 FEET NORTH OF AND PARALLEL WITH SAID COMMON LOT LINE TO A POINT ON THE EAST LINE OF LOT 8 BLOCK ONE;

THENCE SOUTH 00° 37' 35" WEST, 20.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIBED PARCEL OF LAND;

SAID DESCRIBED PARCEL CONTAINING 0.06 ACRE (2,500 SQUARE FEET), MORE OR LESS.

(ALL AS SHOWN ON EXHIBIT B).

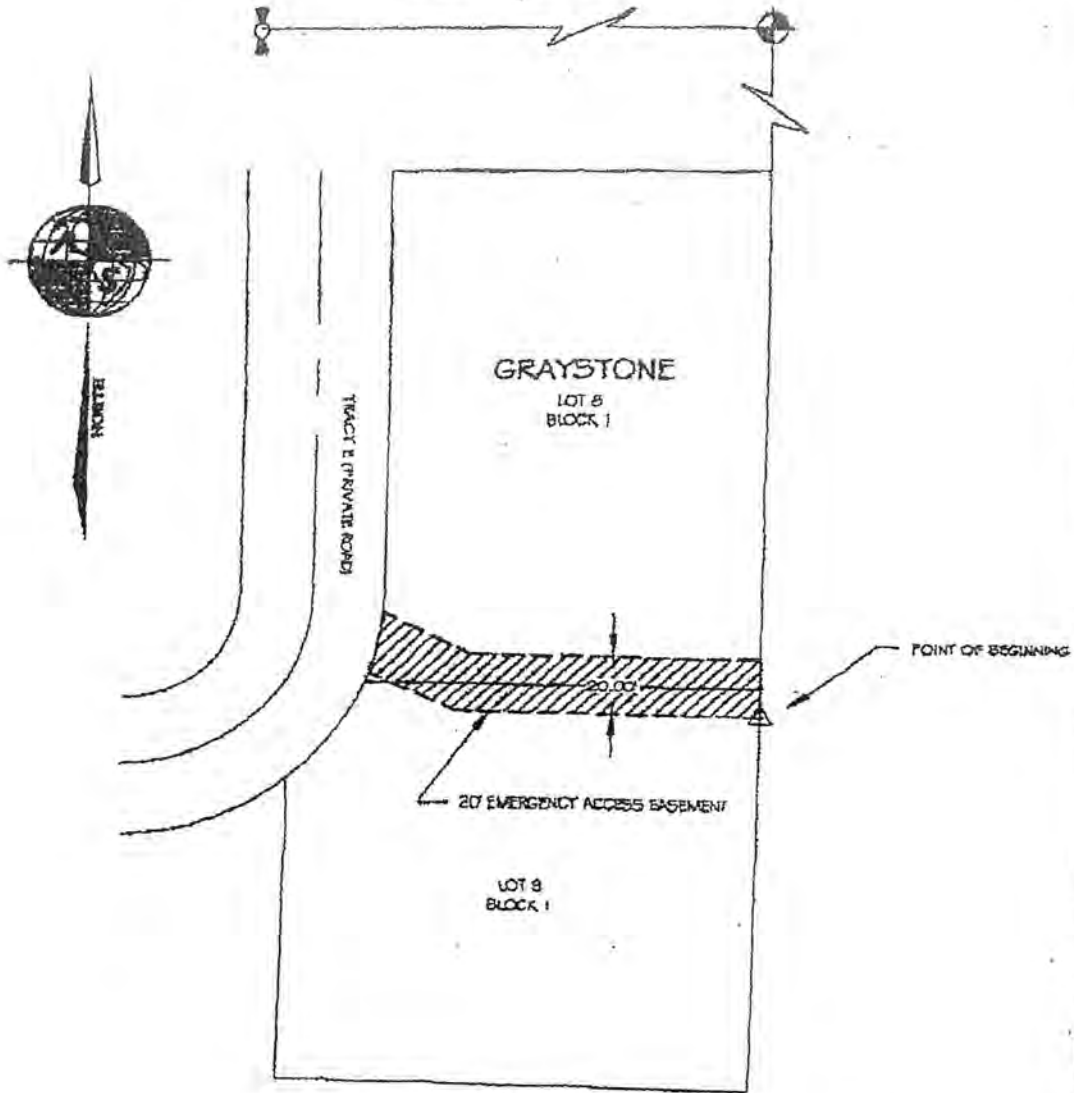
Z:\rights\survey\legal\2006\3050\GRAY.DOC



P.O. Box 3467, Hayden, Idaho 83835  
PH. (208) 772-2745 Fax. (208) 782-7731

# EXHIBIT B

A PORTION OF THE S.W. 1/4 S. 6, T. 50 N., R. 3 W. B.M.  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.  
MAY 2006



	<b>ADVANCED</b>	SCALE: 1" = 30'
	<b>TECHNOLOGY</b>	DRAWN BY: JEM
	<b>SURVEYING &amp;</b>	DATE: 4/11/2006
	<b>ENGINEERING</b>	DRAWN BY: JEM
	<small>INC.</small>	DATE: 4/11/2006
<small>5677 MISS MERRY, BOYDLE IDAHO, 83825 P.O. BOX 772, 83445 • FAX (208) 763-9751</small>		<small>DWG. NO. 100 PUBL. WSP</small>



# CITY COUNCIL STAFF REPORT

**DATE:** December 5, 2017  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** V-17-7, Vacation of the Good People Condominiums plat (Book K of Plats, Page 106)

---

## DECISION POINT

The applicant, Anne Anderson (on behalf of Charles A. Olson), is requesting the vacation of the Good People Condominiums plat (Book K of Plats, Page 106). The location is at 1421 & 1423 Kaleigh Court.

## HISTORY

The Good People Condominiums plat was recorded in 2007 as a part of Lot 10, Block 1, of the Jae's Place plat, which was recorded in 2005.

## FINANCIAL ANALYSIS

There is no financial impact to the City. No additional tax revenue would be generated by this vacation.

## PERFORMANCE ANALYSIS

The purpose of this request is to provide for a simpler form of ownership.

## RECOMMENDATION

Staff recommends to the City Council to approve the vacation process per Idaho Code Section 50-1306, and, to vacate the property to the applicant, Anne Anderson (on behalf of Charles A. Olson).

# GOOD PEOPLE CONDOMINIUMS

LOT 10, BLOCK 1 OF JAE'S PLACE,

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST,  
BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK K PAGE 106

INSTRUMENT NO. 2141737000



VICINITY MAP

NO SCALE  
REFERENCES

- R1 PLAT OF JAE'S PLACE, RECORDED IN BOOK J OF PLATS, PAGE 254 AND 254A RECORDS OF KOOTENAI COUNTY, IDAHO.
- R2 PLAT OF WINDEMERE ADDITION, RECORDED IN BOOK G OF PLATS, PAGE 228 AND 228A, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R3 PLAT OF LESLIE CONDOMINIUMS, RECORDED IN BOOK J OF PLATS, PAGE 463, 463A AND 463B, RECORDS OF KOOTENAI COUNTY, IDAHO.

LEGEND

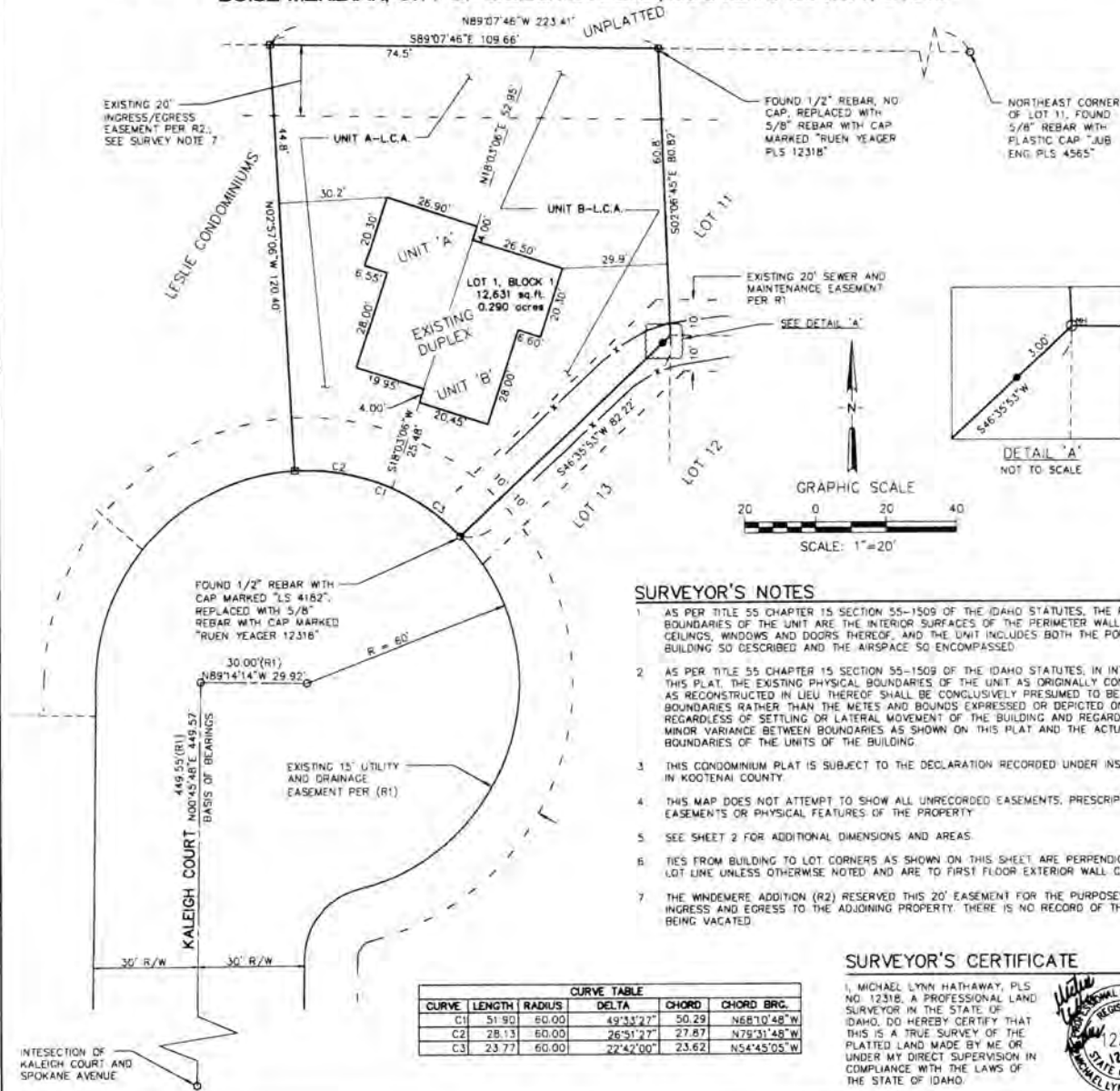
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  - FOUND 2" ALUMINUM CAP MARKED "LCE PLS 4182", UNLESS OTHERWISE NOTED.
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  - SANITARY SEWER MANHOLE
- RIGHT-OF-WAY
  - BOUNDARY LINE
  - - - EXISTING EASEMENT
  - - - FENCE LINE
  - - - LOT LINE
  - - - ROADWAY CENTERLINE
  - - - L.C.A. BOUNDARY

BASIS OF BEARING

THE BEARING OF NORTH 00°45'48" EAST BETWEEN THE FOUND MONUMENTS ON THE CENTERLINE OF KALEIGH COURT ACCORDING TO THE PLAT OF JAE'S PLACE.

BASIS OF ELEVATIONS

CITY OF COEUR D'ALENE BENCHMARK D-7 RR SPIKE IN LIGHT POLE AT THE CORNER OF SUMMIT AVE. AND GOV'T WAY. ELEVATION=2210.23 FEET.



SURVEYOR'S NOTES

- 1 AS PER TITLE 55 CHAPTER 15 SECTION 55-1509 OF THE IDAHO STATUTES, THE PHYSICAL BOUNDARIES OF THE UNIT ARE THE INTERIOR SURFACES OF THE PERIMETER WALLS, FLOORS, CEILINGS, WINDOWS AND DOORS THEREOF, AND THE UNIT INCLUDES BOTH THE PORTIONS OF THE BUILDING SO DESCRIBED AND THE AIRSPACE SO ENCOMPASSED.
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- 4 THIS MAP DOES NOT ATTEMPT TO SHOW ALL UNRECORDED EASEMENTS, PRESCRIPTIVE EASEMENTS OR PHYSICAL FEATURES OF THE PROPERTY.
- 5 SEE SHEET 2 FOR ADDITIONAL DIMENSIONS AND AREAS.
- 6 TIES FROM BUILDING TO LOT CORNERS AS SHOWN ON THIS SHEET ARE PERPENDICULAR TO THE LOT LINE UNLESS OTHERWISE NOTED AND ARE TO FIRST FLOOR EXTERIOR WALL CORNERS.
- 7 THE WINDEMERE ADDITION (R2) RESERVED THIS 20' EASEMENT FOR THE PURPOSES OF INGRESS AND EGRESS TO THE ADJOINING PROPERTY. THERE IS NO RECORD OF THIS EASEMENT BEING VACATED.

SURVEYOR'S CERTIFICATE

I, MICHAEL LYNN HATHAWAY, PLS NO. 12318, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME OR UNDER MY DIRECT SUPERVISION IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG.
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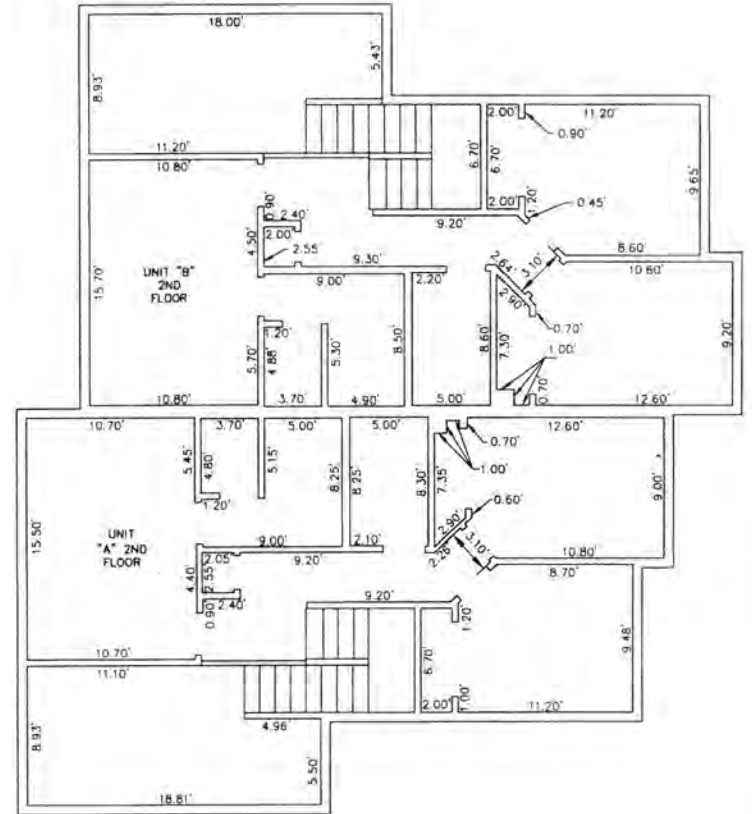
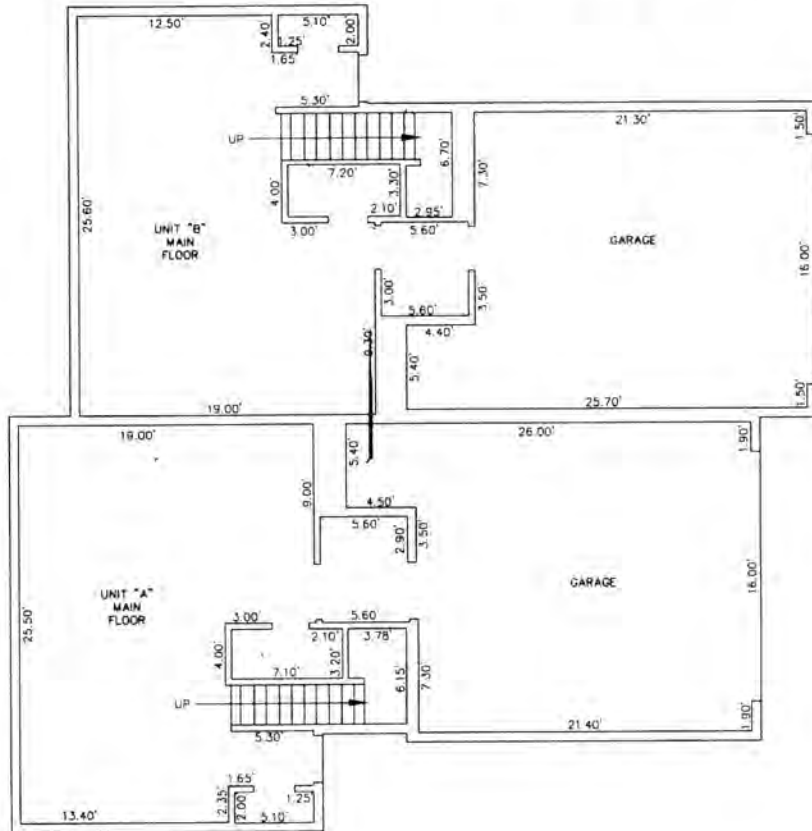
**RUEN-YEAGER & ASSOCIATES, INC.**  
CONSULTING ENGINEERS - LAND SURVEYORS  
3201 N. HUETTER RD., STE. #102  
COEUR D'ALENE, IDAHO 83814 (208)292-0620  
218 PINE ST.  
SANDPOINT, IDAHO 83864 (208)265-4629  
103 N. JACKSON  
MOSCOW, IDAHO 83843 (208)883-3733

SECTION	TWN.	RNG.	SCALE	PLAT DATE:
12	50N	4W	1"=20'	XXXX
PROJECT NO. FOR1061N				CHECKED BY MLH
DRAWING NO. SV_PLAT-L0T-10.dwg				DRAWN BY JKH
				SHEET 1 OF 3

# GOOD PEOPLE CONDOMINIUMS

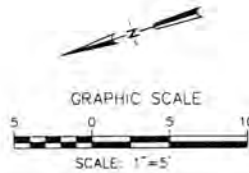
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 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST,  
 BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK K PAGE 106A  
 INSTRUMENT NO. 214737000



UNIT #	AREA	FLOOR ELEVATION	CEILING ELEVATION
A - GARAGE	*	2200.69'	2210.29'
A - MAIN FLOOR	969 SQ. FT. ±	2202.25'	2210.30'
A - 2ND FLOOR	607 SQ. FT. ±	2211.38'	2219.38'
A - STAIRWELL	52 SQ. FT. ±	N/A	N/A
A - L.C.A.	5,148 SQ. FT. ±	N/A	N/A
B - GARAGE	*	2200.68'	2210.28'
B - MAIN FLOOR	933 SQ. FT. ±	2202.25'	2210.25'
B - 2ND FLOOR	622 SQ. FT. ±	2211.35'	2219.35'
B - STAIRWELL	53 SQ. FT. ±	N/A	N/A
B - L.C.A.	5,271 SQ. FT. ±	N/A	N/A

\* - MAIN FLOOR AREA INCLUDES GARAGE  
 L.C.A. = LIMITED COMMON AREA



**RUE-YEAGER & ASSOCIATES, INC.**  
 CONSULTING ENGINEERS - LAND SURVEYORS  
 3201 N. HUETTER RD. STE. #102  
 COEUR D'ALENE, IDAHO 83814 (208)292-0820  
 219 PINE ST.  
 SANDPOINT, IDAHO 83864 (208)285-4629  
 103 N. JACKSON  
 MOSCOW, IDAHO 83843 (208)883-3755

SECTION	TWN.	RNG.	SCALE	PLOT DATE:
12	50N	4W	1"=5'	XXXX
PROJECT NO.		CHECKED BY		
DRAWING NO.		DRAWN BY		
SV_PLAT-LOT-10.cdw		SHEET		2 OF 3

**GOOD PEOPLE CONDOMINIUMS**  
 LOT 10, BLOCK 1 OF JAE'S PLACE,  
 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST,  
 BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

**OWNER'S CERTIFICATE AND DEDICATION**

THIS IS TO CERTIFY THAT CHARLES A. OLSON, AN UNMARRIED PERSON THE RECORD OWNER OF THE REAL PROPERTY DESCRIBED ON THIS CERTIFICATION, HAS CAUSED THE SAME TO BE SURVEYED AND DIVIDED INTO LOTS AS HEREIN PLATTED, TO BE KNOWN AS GOOD PEOPLE CONDOMINIUMS, LYING IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 10, BLOCK 1, JAE'S PLACE, ACCORDING TO THE PLAT RECORDED IN BOOK "J" OF PLATS AT PAGE 254, RECORDS OF KOOTENAI COUNTY, IDAHO.  
 BE IT FURTHER KNOWN THAT DOMESTIC WATER AND IRRIGATION WATER FOR THIS PLAT ARE TO BE SUPPLIED BY THE CITY OF COEUR D'ALENE.  
 BE IT FURTHER KNOWN THAT SANITARY SEWER FOR THIS PLAT IS TO BE SUPPLIED BY THE CITY OF COEUR D'ALENE.

Charles A. Olson  
 CHARLES A. OLSON, OWNER

**ACKNOWLEDGMENT**

STATE OF California  
 COUNTY OF San Bernardino  
 ON THIS 17th DAY OF December, 2007, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED CHARLES A. OLSON, AN UNMARRIED PERSON, KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

P. Chethiath  
 NOTARY PUBLIC IN AND FOR THE STATE OF California  
 RESIDING AT San Bernardino county  
 MY COMMISSION EXPIRES: Dec-11-2010



**CONSENT TO RECORDATION**

IN WITNESS WHEREOF, THE UNDERSIGNED BENEFICIARY, UNDER THOSE CERTAIN DEEDS OF TRUST COVERING THE REAL PROPERTY SHOWN HEREON DATED FEBRUARY 21 2007, RECORDED FEBRUARY 28, 2007, AS INSTRUMENT NUMBERS 2084912000 AND 2084913000, RECORDS OF KOOTENAI COUNTY, IDAHO, HAVE HERELINTO SET THEIR SIGNATURES AS EVIDENCE OF THEIR CONSENT TO THE SUBDIVISION OF THE SUBJECT PROPERTY AND TO THE RECORDATION OF THIS PLAT.

THIS 20th DAY OF December, 2007.

Ameyna Barbara Condit  
 BY: Ameyna Barbara Condit  
 ITS: Ameyna Barbara Condit

STATE OF CA  
 COUNTY OF Orange

ON THIS 20 DAY OF December, 2007, BEFORE ME, NOTARY PUBLIC, PERSONALLY APPEARED Ameyna Barbara Condit KNOWN TO ME TO BE THE Beneficiary OF Page 2 OF Instrument THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

Debra Olague Clark  
 NOTARY PUBLIC OR Debra Olague Clark  
 MY COMMISSION EXPIRES: 2/15/2008



**COUNTY SURVEYOR**

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS THEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

DATED THIS 24th DAY OF January, 2008

Bruce Anderson  
 REGISTERED LAND SURVEYOR  
 969  
 STATE OF IDAHO  
 1/24/2008  
 BRUCE ANDERSON

**COUNTY RECORDER'S CERTIFICATE**

I HEREBY CERTIFY THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, AT THE REQUEST OF RUEN YEAGER AND ASSOCIATES AND Charles A. Olson, THIS 24th DAY OF January, 2008 AT 11:50 AM, AND DULY RECORDED IN PLAT BOOK K, PAGE 106, INSTRUMENT NO. 2141732000  
 Fee \$11.00.

Daniel J. English  
 KOOTENAI COUNTY RECORDER  
Jennifer A. Metzger, Deputy

**CITY COUNCIL CERTIFICATE**

THIS PLAT HAS BEEN APPROVED BY CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO ON THE 15th DAY OF January, 2008

Sandi Blasen Kathleen Sullivan, Deputy  
 CITY OF COEUR D'ALENE - MAYOR CITY OF COEUR D'ALENE - CITY CLERK

**CITY ENGINEER'S CERTIFICATE**

I HEREBY CERTIFY THAT I HAVE EXAMINED, ACCEPTED AND APPROVED THIS PLAT DATED THIS 16 DAY OF January, 2008

Madon Miller  
 CITY OF COEUR D'ALENE - CITY ENGINEER

**HEALTH DISTRICT APPROVAL**

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

THIS PLAT APPROVED THIS 22nd DAY OF January, 2008

Neil Mohr  
 PANHANDLE HEALTH DISTRICT I

SANITARY RESTRICTION SATISFIED AND LIFTED THIS 22nd DAY OF January, 2008

Neil Mohr  
 PANHANDLE HEALTH DISTRICT I

**COUNTY TREASURER'S CERTIFICATE**

I HEREBY CERTIFY THIS 15 DAY OF January, 2008 THAT THE REQUIRED TAXES ON THE HEREIN DESCRIBED LAND HAVE BEEN PAID THROUGH 31 Dec 2007

Ray Hyslop  
 KOOTENAI COUNTY TREASURER



			RUEN-YEAGER & ASSOCIATES, INC. CONSULTING ENGINEERS - LAND SURVEYORS 3201 N. HULLTER RD., STE. #102 COEUR D'ALENE, IDAHO 83814 (208)292-0820 215 PINE ST. SANDPOINT, IDAHO 83864 (208)285-4829 703 N. JACKSON MOSSON, IDAHO 83843 (208)853-3755		
			SECTION	TWN.	RNG.
12	50N	4W	N/A	XXXX	
PROJECT NO.			CHECKED BY		
DRAWING NO.			DRAWN BY		
SV_PLAT-LOT-10.dwg			SHEET		
			3 OF 3		

COUNCIL BILL NO. 17-1036  
ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING THE GOOD PEOPLE CONDOMINIUMS PLAT (BOOK K OF PLATS, PAGE 106) LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF 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.

WHEREAS, after a duly noticed public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that the Good People Condominiums Plat be vacated;

NOW, THEREFORE,

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

SECTION 1. That the Good People Condominiums plat (Book K of Plats, Page 106), with a legal description of:

Good People Condominiums, Units A, B, and Undivided Interests  
In Common Area, Section 12, Township 50 North, Range 4 West, Boise Meridian

the plat of which is shown in Exhibit "A," attached hereto and incorporated herein, be and the same is hereby vacated;

SECTION 2. That the property which was the subject of the vacated plat shall remain a single parcel, which is Parcel Number CK10600000A0 and CK10600000B0 in the records of the Kootenai County Recorder;

SECTION 3. That the franchise and easement rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law;

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed; and

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

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an ordinance of the City of Coeur d' Alene at a regular session of the City Council on December 5, 2017.*

APPROVED by the Mayor this 5<sup>th</sup> day of December, 2017.

---

Steve Widmyer, Mayor

ATTEST:

---

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
V-17-7, GOOD PEOPLE CONDOMINIUMS PLAT VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. \_\_\_\_\_, vacating the Good People Condominiums plat.

Such plat is more particularly described as follows:

Good People Condominiums (Book K of Plats, Page 106)

with a legal description of:

Good People Condominiums, Units A, B, and Undivided Interests  
In Common Area, Section 06, Township 50 North, Range 4 West, Boise Meridian

Attached Exhibit "A," the plat, is on file in the City Clerk's Office.

The ordinance further provides that 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 Mullan Avenue, Coeur d'Alene, Idaho 83814 in the office of the City Clerk.

---

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, V-17-7, concerning the Good People Condominiums plat vacation, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the content thereof.

DATED this 5<sup>th</sup> day of December, 2017.

---

Randall R. Adams, Chief Civil Deputy City Attorney



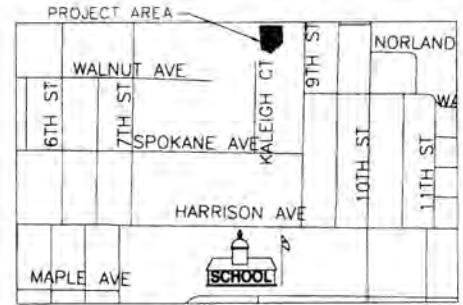
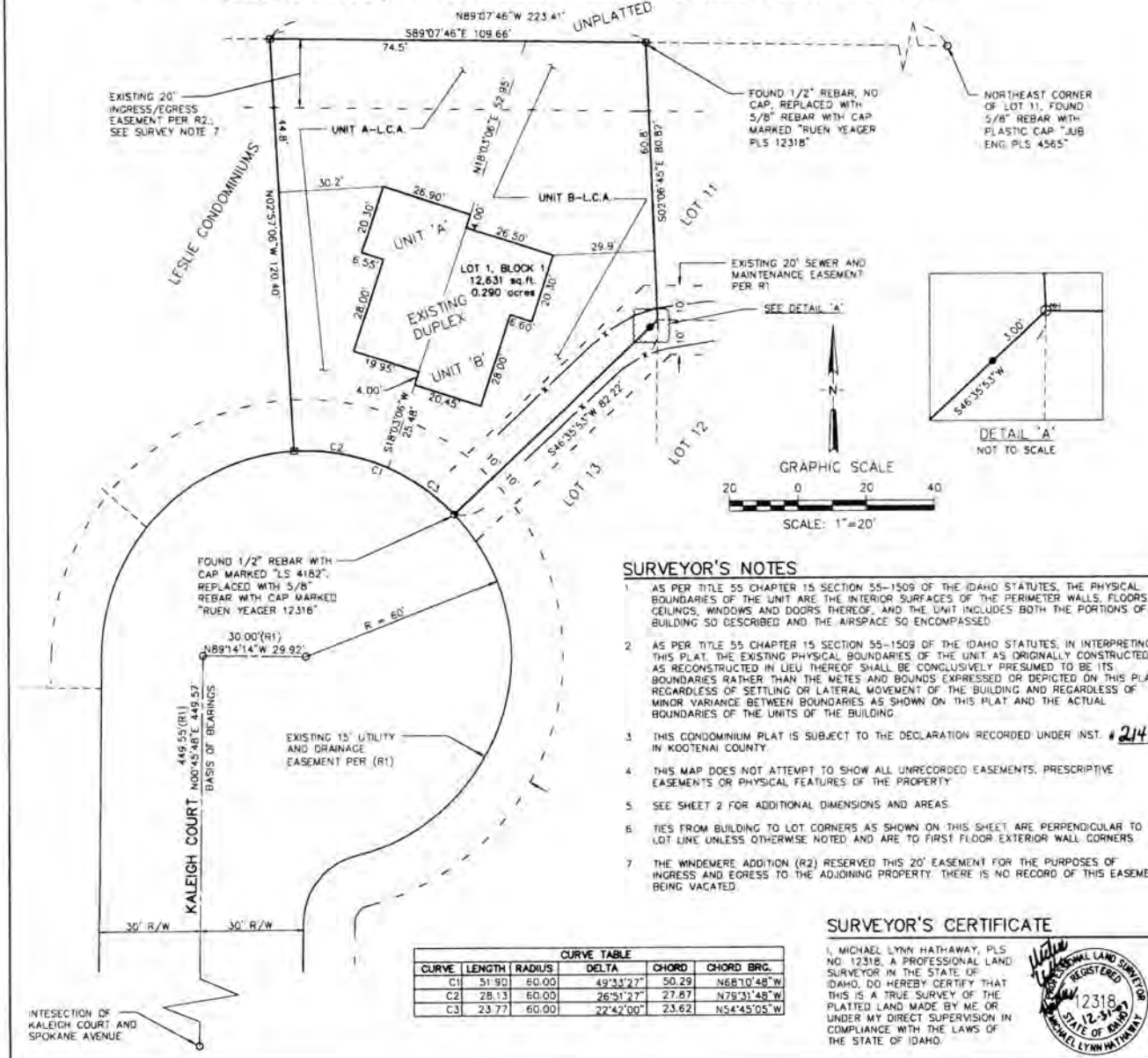
# EXHIBIT "A"

## GOOD PEOPLE CONDOMINIUMS

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LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST,  
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BOOK K PAGE 106  
INSTRUMENT NO. 2141737000



- VICINITY MAP  
NO SCALE
- REFERENCES
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- LEGEND
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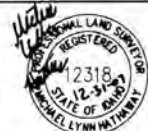
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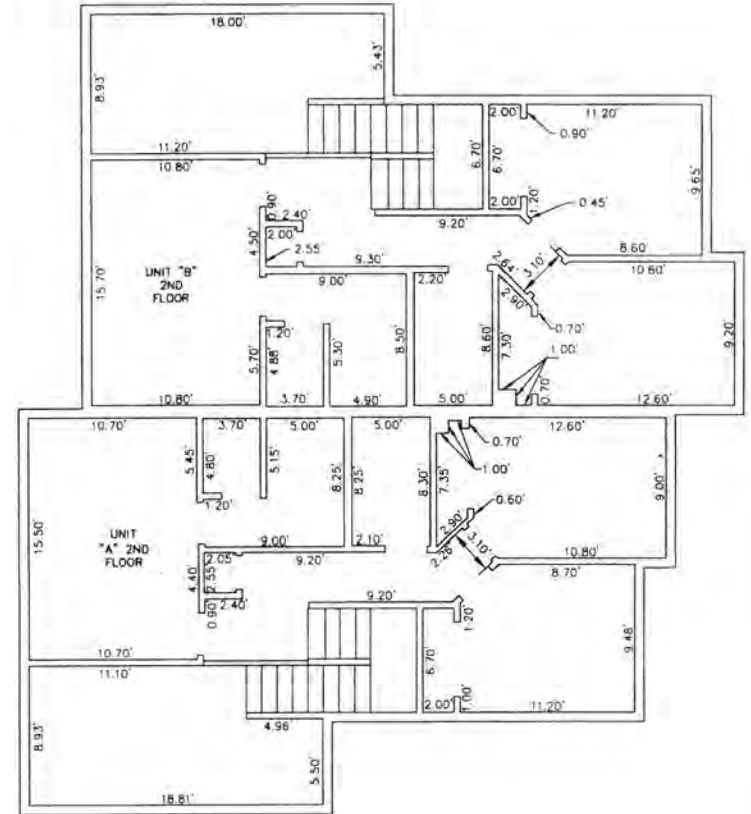
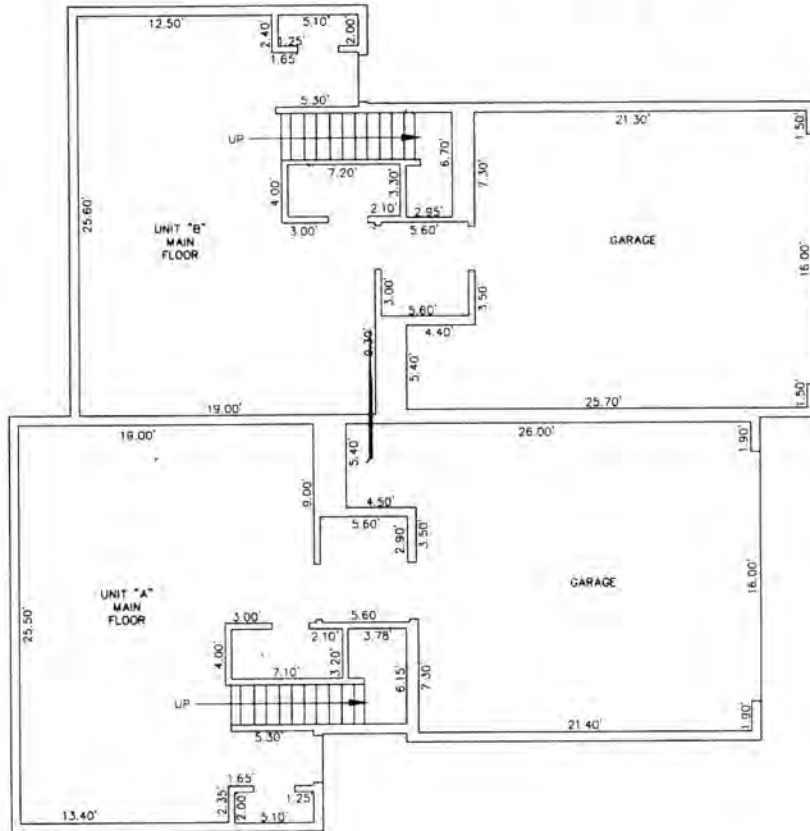
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MOSCOW, IDAHO 83843 (208)883-3735

SECTION	TWN.	RNG.	SCALE	DATE
12	50N	4W	1"=20'	PLAT DATE: XXXX
PROJECT NO.				CHECKED BY
DRAWING NO.				DRAWN BY
SV_PLAT-L0T-10.dwg				SHEET 1 OF 3

# GOOD PEOPLE CONDOMINIUMS

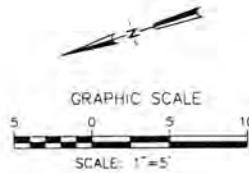
LOT 10, BLOCK 1 OF JAE'S PLACE,  
 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST,  
 BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK K PAGE 106A  
 INSTRUMENT NO. 2141737000



UNIT #	AREA	FLOOR ELEVATION	CEILING ELEVATION
A - GARAGE	*	2200.69'	2210.29'
A - MAIN FLOOR	969 SQ. FT. ±	2202.25'	2210.30'
A - 2ND FLOOR	607 SQ. FT. ±	2211.38'	2219.38'
A - STAIRWELL	52 SQ. FT. ±	N/A	N/A
A - L.C.A.	5,148 SQ. FT. ±	N/A	N/A
B - GARAGE	*	2200.68'	2210.28'
B - MAIN FLOOR	933 SQ. FT. ±	2202.25'	2210.25'
B - 2ND FLOOR	622 SQ. FT. ±	2211.35'	2219.35'
B - STAIRWELL	53 SQ. FT. ±	N/A	N/A
B - L.C.A.	5,271 SQ. FT. ±	N/A	N/A

\* - MAIN FLOOR AREA INCLUDES GARAGE  
 L.C.A. = LIMITED COMMON AREA



**RUEY-YEAGER & ASSOCIATES, INC.**  
 CONSULTING ENGINEERS - LAND SURVEYORS  
 3201 N. HUETTER RD. STE. #102  
 COEUR D'ALENE, IDAHO 83814 (208)292-0820  
 219 PINE ST.  
 SANDPOINT, IDAHO 83864 (208)285-4629  
 103 N. JACKSON  
 MOSCOW, IDAHO 83843 (208)883-3755

SECTION	TWN.	RNG.	SCALE	PLOT DATE:
12	50N	4W	1"=5'	XXXX
PROJECT NO.		CHECKED BY		
DRAWING NO.		DRAWN BY		
SV_PLAT-LOT-10.cdw		SHEET		2 OF 3

**GOOD PEOPLE CONDOMINIUMS**  
**LOT 10, BLOCK 1 OF JAE'S PLACE,**  
**LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST,**  
**BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO**

Book K Page 106B

**OWNER'S CERTIFICATE AND DEDICATION**

THIS IS TO CERTIFY THAT CHARLES A. OLSON, AN UNMARRIED PERSON THE RECORD OWNER OF THE REAL PROPERTY DESCRIBED ON THIS CERTIFICATION, HAS CAUSED THE SAME TO BE SURVEYED AND DIVIDED INTO LOTS AS HEREIN PLATTED, TO BE KNOWN AS GOOD PEOPLE CONDOMINIUMS, LYING IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 10, BLOCK 1, JAE'S PLACE, ACCORDING TO THE PLAT RECORDED IN BOOK "J" OF PLATS AT PAGE 254, RECORDS OF KOOTENAI COUNTY, IDAHO.  
 BE IT FURTHER KNOWN THAT DOMESTIC WATER AND IRRIGATION WATER FOR THIS PLAT ARE TO BE SUPPLIED BY THE CITY OF COEUR D'ALENE.  
 BE IT FURTHER KNOWN THAT SANITARY SEWER FOR THIS PLAT IS TO BE SUPPLIED BY THE CITY OF COEUR D'ALENE.

Charles A. Olson  
 CHARLES A. OLSON, OWNER

**ACKNOWLEDGMENT**

STATE OF California  
 COUNTY OF San Bernardino  
 ON THIS 17th DAY OF December, 2007, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED CHARLES A. OLSON, AN UNMARRIED PERSON, KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

P Chethiath  
 NOTARY PUBLIC IN AND FOR THE STATE OF California  
 RESIDING AT: San Bernardino county  
 MY COMMISSION EXPIRES: Dec-11-2010



**CONSENT TO RECORDATION**

IN WITNESS WHEREOF, THE UNDERSIGNED BENEFICIARY, UNDER THOSE CERTAIN DEEDS OF TRUST COVERING THE REAL PROPERTY SHOWN HEREON DATED FEBRUARY 21 2007, RECORDED FEBRUARY 26, 2007, AS INSTRUMENT NUMBERS 2084912000 AND 2084913000, RECORDS OF KOOTENAI COUNTY, IDAHO, HAVE HERELUNTO SET THEIR SIGNATURES AS EVIDENCE OF THEIR CONSENT TO THE SUBDIVISION OF THE SUBJECT PROPERTY AND TO THE RECORDATION OF THIS PLAT.

THIS 20th DAY OF December, 2007.

Ameyan Babous Condit  
 BY: Ameyan Babous Condit  
 ITS: Ameyan Babous Condit

STATE OF CA  
 COUNTY OF Orange

ON THIS 20 DAY OF December, 2007, BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED Ameyan Babous Condit KNOWN TO ME TO BE THE Beneficiary OF Page 2 OF Deed THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

Debra Olague Clark  
 NOTARY PUBLIC OR Debra Olague Clark  
 MY COMMISSION EXPIRES: 2/15/2008



**COUNTY SURVEYOR**

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS THEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

DATED THIS 24th DAY OF January, 2008



**COUNTY RECORDER'S CERTIFICATE**

I HEREBY CERTIFY THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, AT THE REQUEST OF RUEN YEAGER AND ASSOCIATES AND Charles A. Olson, THIS 24th DAY OF January, 2008 AT 11:50 AM, AND DULY RECORDED IN PLAT BOOK K, PAGE 106, INSTRUMENT NO. 2141732000  
 Fee \$11.00.

Daniel J. English  
 KOOTENAI COUNTY RECORDER  
Jennifer A. Metzger, Deputy

**CITY COUNCIL CERTIFICATE**

THIS PLAT HAS BEEN APPROVED BY CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO ON THE 15th DAY OF January, 2008

Sandi Blasen Kathleen Sullivan, Deputy  
 CITY OF COEUR D'ALENE - MAYOR CITY OF COEUR D'ALENE - CITY CLERK

**CITY ENGINEER'S CERTIFICATE**

I HEREBY CERTIFY THAT I HAVE EXAMINED, ACCEPTED AND APPROVED THIS PLAT

DATED THIS 16 DAY OF January, 2008

Madon Miller  
 CITY OF COEUR D'ALENE - CITY ENGINEER

**HEALTH DISTRICT APPROVAL**

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

THIS PLAT APPROVED THIS 22nd DAY OF January, 2008

Neil Mohr  
 PANHANDLE HEALTH DISTRICT I

SANITARY RESTRICTION SATISFIED AND LIFTED THIS 22nd DAY OF January, 2008

Neil Mohr  
 PANHANDLE HEALTH DISTRICT I

**COUNTY TREASURER'S CERTIFICATE**

I HEREBY CERTIFY THIS 15 DAY OF January, 2008 THAT THE REQUIRED TAXES ON THE HEREIN DESCRIBED LAND HAVE BEEN PAID THROUGH 31 Dec 2007

Ray Hyslop  
 KOOTENAI COUNTY TREASURER



**RUEN-YEAGER & ASSOCIATES, INC.**  
 CONSULTING ENGINEERS - LAND SURVEYORS  
 3201 N. HOLLISTER RD., STE. #102  
 COEUR D'ALENE, IDAHO 83814 (208)292-0820  
 215 PINE ST.  
 SANDPOINT, IDAHO 83864 (208)265-4829  
 103 N. JACKSON  
 MOSSON, IDAHO 83843 (208)853-3755

SECTION	TWN.	RNG.	SCALE	PLOT DATE
12	50N	4W	N/A	XXXX
			PROJECT NO.	CHECKED BY
			P061051H	MLH
			DRAWING NO.	DRAWN BY
			SV_PLAT-LOT-10.dwg	JFK/MLH
				SHEET
				3 OF 3

## **CITY COUNCIL STAFF REPORT**

**DATE:** December 5<sup>th</sup>, 2017  
**FROM:** Hilary Anderson, Community Planning Director  
Sean E. Holm, Senior Planner

**SUBJECT:** Short-Term Rental (STR) Ordinance

---

### **DECISION POINT**

Staff is requesting a City Council decision for the proposed Short-Term Rental ordinance.

### **BACKGROUND**

City Council, Planning Commission, and staff have been working together over the last two years with the public and stakeholders to craft a short-term rental ordinance. The following bullet points recap the meetings and workshops held-to-date:

- Joint Workshop & Public Comment (January 2016)
- Online Survey (June 2016)
- Draft Ordinance & Public Comment (October 2016)
- Planning Commission Workshop & Public Comment (February 2017)
- CC&PC Joint Workshop: ADUs (March 2017)
- Planning Commission (April 2017)

### **PURPOSE**

The purpose of this Article is to establish regulations for the use of Residential Dwellings as Short-Term Rentals to safeguard the public health, safety and general welfare, to protect the integrity of the City's neighborhoods, to establish a system to track the Short-Term Rental inventory in the City, to ensure compliance with local performance standards, to provide a means of contact for the Responsible Party of a Short-Term Rental, to establish a Good Neighbor Policy for Occupants of Short-Term Rentals and their guests, and to allow private property owners the right to fully and efficiently utilize their property without undue regulation or interference.

### **SHORT-TERM RENTAL REGULATIONS AT A GLANCE (FULL ORDINANCE ATTACHED):**

- Ordinance will legalize short-term (vacation) rentals in the City of Coeur d'Alene and is consistent with HB 216 (signed by the Governor on April 4, 2017 and effective January 1, 2018)
- Short-term rentals will need to apply for a permit with the City annually (unless they are exempt as noted below)
- All permitted STRs will need to post their permit number on all advertisements
- Permits will not be transferrable from owner to owner -or- property to property
- Sets a standard for threshold when permitting is required by owner/responsible party
  - Minimum stay 2 days up to 29 days (30+ days is month to month- which would be considered a typical rental)
  - Exemption for short-term rental of unit/bedroom: No more than 14 days per year – can be divided into 2 stays
- Online Application/Self-inspection Checklist
  - I.T. Department working on an online solution
- Requires a responsible party to be available 24/7 – doesn't have to be the owner
  - Provides 60 minute window for resolution of issue to prevent Police calls/trips to STR
- Requires posting of emergency contact numbers and emergency exit route inside the STR

- Requires certain information be provided to renters (copy of permit, safety plan, contact info for responsible parties, Good Neighbor Policy, trash days, etc.)
- Regulates occupancy just like any other residential property
- Prohibits outdoor storage and signs
- Regulates parking: A parking plan must be provided to the City and renters
- Requires use of trash containers
- Only allows one unit per owner per parcel to be rented as a STR, to prevent multi-family from turning into a pseudo hotel (ex. Apartments) – however, there is no restriction on the number of STRs on different parcels that an owner can have in the City, so long as they are permitted
  - Allows use of ADU or associated principal dwelling to be used as STR (but not both)
  - New construction of ADU, if used as STR, will trigger payment of associated impact fees (existing units are grandfathered and won't be required to pay impact fees)
  - New ADU construction will require 1 parking stall be provided onsite
- Requires notice be provided to adjacent neighbors.  
NOTE: Staff is proposing a slight tweak to the draft ordinance to simplify this requirement. Previous language was a 100 foot buffer.

### **DECISION POINT RECOMMENDATION**

Staff is requesting City Council's decision to approve, deny, or direct staff to make changes to the proposed Short-Term Rental ordinance.

Copy of correspondence following staff's 300+ emails sent to identified stakeholders (Nov.22-29):

**From:** Lynn Fleming  
**Sent:** Tuesday, November 28, 2017 3:08 PM  
**To:** HOLM, SEAN  
**Subject:** Re: CDA STR-Estimated Permit Cost

\$285.00 looks reasonable for initial application.

For ease I would either do \$95 or \$100 for renewals.

---

**From:** Janet McCormick  
**Sent:** Wednesday, November 29, 2017 2:28 AM  
**To:** HOLM, SEAN  
**Subject:** Fwd: Ash Home Review Thanksgiving

Sean,

Good to get your comments on vacation rental standards moving forward. We just received a nice review from a family who enjoyed their Thanksgiving at our home. Does this family meet the guidelines set for future families visiting Coeur d' Alene homes? Understanding what our city is looking for in this industry will help us to plan for the future.

Thanks for your input,  
Jan McCormick

---

**From:** Jon ingalls  
**Sent:** Tuesday, November 28, 2017 3:49 PM  
**To:** HOLM, SEAN  
**Subject:** Re: CDA STR-Estimated Permit Cost

Very reasonable! Thanks Sean. Great job on the STR ordinance... well done!

---

**From:** chris taylor  
**Sent:** Wednesday, November 29, 2017 10:03 AM  
**To:** HOLM, SEAN  
**Subject:** RE: CDA STR-Estimated Permit Cost

Same to you!

On Nov 29, 2017 8:01 AM, "HOLM, SEAN"

You are welcome Chris. Have a great week!

**From:** tomtorg@roadrunner.com  
**Sent:** Tuesday, November 28, 2017 9:46 PM  
**To:** HOLM, SEAN  
**Cc:** ANDERSON, HILARY  
**Subject:** RE: CDA STR-Estimated Permit Cost

Thanks Sean.

Are there any surprises we can talk about prior to the hearing? Anything you or Hilary think could be contentious? I would love to chat it out prior to Tuesday with you guys.

Tom

---

**From:** Bryn Heger  
**Sent:** Monday, November 27, 2017 12:57 PM  
**To:** HOLM, SEAN  
**Subject:** RE: STRs in CDA

Hi!

Thank you so much!

Have a WONDERFUL day 😊

---

**From:** Kathy Capaul  
**Sent:** Wednesday, November 29, 2017 10:02 AM  
**To:** HOLM, SEAN  
**Subject:** RE: CDA STR-Estimated Permit Cost

I think this price is outrageous and is only an increase in bureaucracy that is of no benefit to the owners and has a very minimal benefit to the community. You have made a big problem out of something that was never a problem to begin with and now it's going to cost the community as a whole. I will consider taking my vacation rental out of the short term pool.

Kathy Capaul

---

**From:** dave wagner  
**Sent:** Tuesday, November 28, 2017 4:02 PM  
**To:** HOLM, SEAN  
**Subject:** Re: Short-Term Rental (STR) Update!

So you say the city won't be generating revenue. Then where does the permit fees and any monies from violation fines go.

And the no one night rental rule is absolutely bunk should an owner of a property choose to rent one night or a dozen nights that should be up to the owner not the city buckling under the pressure of the Resort and other hotel/motel lobbyists.

I totally get the city wanting to look out for the safety of people staying in a private STR but as I see it it's private, and safety is as far as the city has the right to dictate to a private property owner how they should run their business.

This is just another example of the city's governmental over reach.

---

**From:** Jenna Borovansky Botkins  
**Sent:** Saturday, November 25, 2017 3:10 PM  
**To:** HOLM, SEAN  
**Subject:** RE: Latest & Greatest

Thanks for the quick reply and all the information!

---

**From:** Philip McCormick  
**Sent:** Monday, November 27, 2017 11:00 AM  
**To:** HOLM, SEAN  
**Subject:** RE: Short-Term Rental (STR) Update!

Hi Sean:

Am I reading the Occupancy pamphlet correct that a STR cannot have more than 5 persons overnighting?

Thank you,

Phil



**From:** Merrilee Mundy  
**Sent:** Wednesday, November 22, 2017 6:31 PM  
**To:** HOLM, SEAN  
**Subject:** Re: Short-Term Rental (STR) Update!

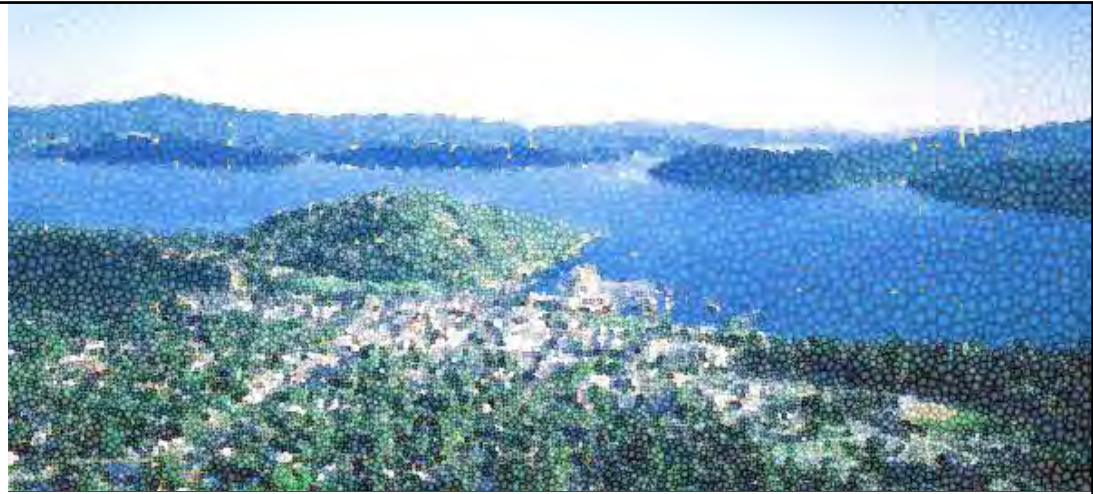
Thanks for the update!

---

**From:** Laurie Mckinley  
**Sent:** Friday, November 24, 2017 6:14 AM  
**To:** HOLM, SEAN  
**Subject:** Re: Short-Term Rental (STR) Update!

Please, I hope this includes Hayden!

---



## Coeur d'Alene City Council

Short-Term Rental (STR) Ordinance  
12.5.2017

### Goals

- ❑ Legalize short-term (vacation) rentals in the City
- ❑ Maintain neighborhood character
- ❑ Track housing stock affordability
- ❑ Study macro VRBO trends
- ❑ Establish balance/fairness
- ❑ Clear and reasonable rules

## Key Issues

- ❑ Occupancy
- ❑ Parking
- ❑ Length of stay
- ❑ Exemption
- ❑ Management
- ❑ Advertising
- ❑ Enforcement

## CDA: STR Efforts to Date

- Joint Workshop & Public Comment (January 2016)
- Online Survey (June 2016)
- Draft Ordinance & Public Comment (October 2016)
- Planning Commission Workshop & Public Comment (Feb. 2017)
- CC&PC Joint Workshop: ADUs (March 2017)
- Planning Commission Recommendation (April 2017)

## CDA: STR Ordinance “At a Glance”

- Ordinance will legalize short-term (vacation) rentals in the City of Coeur d’Alene.
  - Consistent with HB 216 (signed by the Governor on April 4, 2017 and effective January 1, 2018)
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## CDA: STR Ordinance “At a Glance”

- Sets a standard for threshold when permitting is required by owner/responsible party
  - Minimum stay 2 days up to 29 days (30+ days is month to month-typical)
  - Exemption for short-term rental of unit/bedroom: No more than 14 days per year – can be divided into 2 stays
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## CDA: STR Ordinance “At a Glance”

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- All permitted STRs will need to post their permit number on all advertisements
- Permits will not be transferrable from owner to owner -or- property to property
- Online Application/Self-inspection Checklist
  - ▣ I.T. Department working on an online solution

## CDA: STR Ordinance “At a Glance”

- Sets a standard for threshold when permitting is required by owner/responsible party
  - ▣ Minimum stay 2 days up to 29 days (30+ days is month to month-typical)
  - ▣ Exemption for short-term rental of unit/bedroom: No more than 14 days per year – can be divided into 2 stays
- Requires a responsible party to be available 24/7 – doesn't have to be the owner
  - ▣ Provides 60 minute window for resolution of issue to prevent Police calls/trips to STR

## CDA: STR Ordinance “At a Glance”

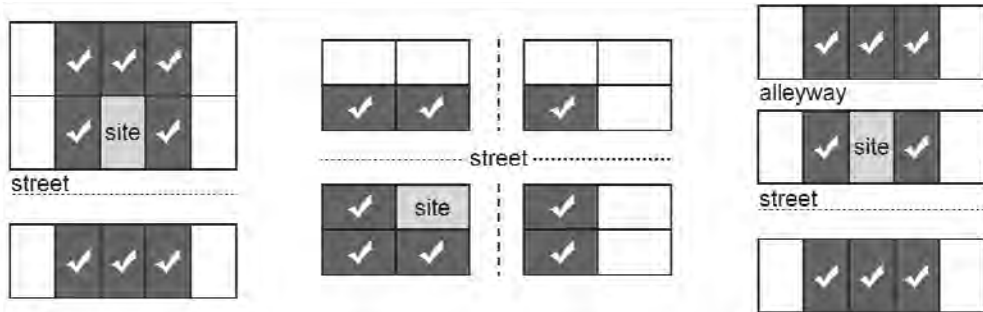
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- Requires certain information be provided to renters (copy of permit, safety plan, contact info for responsible parties, Good Neighbor Policy, trash days, etc.)
- Regulates occupancy just like any other residential property
- Prohibits outdoor storage and signs
- Regulates parking: A parking plan must be provided to the City and renters
- Requires use of trash containers

## CDA: STR Ordinance “At a Glance”

- Only allows one unit per owner per parcel to be rented as a STR, to prevent multi-family from turning into a pseudo hotel (ex. Apartments) – however, there is no restriction on the number of STRs on different parcels that an owner can have in the City, so long as they are permitted
  - Allows use of ADU or associated principal dwelling to be used as STR (but not both)
  - New construction of ADU, if used as STR, will trigger payment of associated impact fees (existing units are grandfathered and won't be required to pay impact fees)
  - New ADU construction will require 1 parking stall be provided onsite

# CDA: STR Ordinance “At a Glance”

- Requires notice be provided to adjacent neighbors
  - ▣ NOTE: Staff is proposing a slight tweak to the draft ordinance to simplify this requirement where previous language was a 100 foot buffer:



## Q&A + Public Comment:



## Decision Point:

- Staff is requesting City Council's decision to approve, deny, or direct staff to make changes to the proposed Short-Term Rental ordinance.



COUNCIL BILL NO. 17-1037  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADDING A NEW ARTICLE X, SHORT-TERM RENTALS, TO CHAPTER 17.08 OF THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, upon recommendation of the Planning and Zoning Commission, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said Article X, Short-Term Rentals, Chapter 17.08, of the Coeur d'Alene Municipal Code be adopted;

NOW, THEREFORE,

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

**SECTION 1.** *That a new Article X, Short-Term Rentals, be added to Chapter 17.08 of the Coeur d'Alene Municipal Code as follows:*

**CHAPTER 17.08  
SPECIAL/HAZARD AREA REGULATIONS**

**ARTICLE X  
SHORT-TERM RENTALS**

- 17.08.1010: PURPOSE:**
- 17.08.1020: DEFINITIONS:**
- 17.08.1030: PERMIT REQUIRED:**
- 17.08.1040: STANDARDS:**
- 17.08.1050: VIOLATIONS; PENALTIES:**

**17.08.1010: PURPOSE:**

A. The purpose of this Article is to establish regulations for the use of Residential Dwellings as Short-Term Rentals to safeguard the public health, safety and general welfare, to protect the integrity of the City's neighborhoods, to establish a system to track the Short-Term Rental inventory in the City, to ensure compliance with local performance standards, to provide a means of contact for the Responsible Party of a Short-Term Rental, to establish a Good Neighbor Policy for Occupants of Short-Term Rentals and their guests, and to allow private property owners the right to fully and efficiently utilize their property without undue regulation or interference.

B. Nothing in this Article shall be construed so as to nullify or override any lease agreements, or covenants, conditions, and restrictions applicable to the property that may prohibit or restrict its use for Short-Term Rental purposes.

**17.08.1020: DEFINITIONS:**

A. “Good Neighbor Policy” shall mean the list of general rules of conduct, best practices, and standards of respect prepared by the Planning Department and required to be provided to Occupants and their guests utilizing Short-Term Rentals within the City.

B. “Occupant” shall mean the person or persons who contract with the Responsible Party for use of the Short-Term Rental.

C. “Residential Dwelling” shall mean a single unit providing complete and independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation. Tents, recreational vehicles, campers, and similar units not designed for permanent residential use are excluded from this definition.

D. “Responsible Party” shall mean the owner of a Residential Dwelling being used as a Short-Term Rental, as well as any person designated by the owner who is responsible for compliance with this Article by an Occupant and any guests utilizing the Short-Term Rental. The Responsible Party shall provide for the maintenance of the property and ensure compliance by the Occupant and any guests with the provisions of this Article, or any other applicable law, rule, or regulation pertaining to the use and occupancy of a Short-Term Rental. The owner of the property shall not be relieved of responsibility or liability for noncompliance with the provisions of this Article, or any other applicable law, rule, or regulation pertaining to the use and occupancy of a Short-Term Rental because of the designation of another Responsible Party. All Responsible Parties shall be at least twenty-one (21) years old.

E. “Self-Inspection Checklist” shall mean the current form approved by the City for use with a Short-Term Rental application.

F. “Short-Term Rental” shall mean a Residential Dwelling which is rented for thirty (30) days or fewer, and which is sometimes referred to as a “vacation rental.” This term does not include a Bed-and-Breakfast facility, an RV Park or campground, or a hotel or motel. One (1) night stays in a Short-Term Rental are specifically prohibited.

**17.08.1030: PERMIT REQUIRED:**

A. An applicant for a Short-Term Rental permit must be the owner of the Residential Dwelling to be offered for rent. No person with less than a fee ownership interest may apply for a Short-Term Rental permit.

1. A Short-Term Rental permit is valid only for the Residential Dwelling identified in the application. An applicant shall file a separate application and obtain a separate permit for each Residential Dwelling to be used as a Short-Term Rental

2. A Short-Term Rental permit is non-transferable.

B. Prior to offering a Short-Term Rental to the public, the owner of the Residential Dwelling shall complete an application on a form provided by the City and file it with the City Clerk or his/her designee. The application shall include:

1. The owner's legal name, date of birth, contact number, both physical and mailing addresses, and email address;

2. If the Short-Term Rental is to be operated or managed by someone other than the owner, the name, date of birth, contact number, both physical and mailing addresses, and email address for a Responsible Party with day-to-day authority and/or control over the Short-Term Rental;

3. The address of the Short-Term Rental; and

4. The signatures of the owner and other Responsible Party, if any, agreeing and acknowledging that they are jointly responsible for the compliance by the Occupant and any guests with all applicable laws, rules, and regulations pertaining to the use and occupancy of the Short-Term Rental, and for any unreasonable noise, disturbances or disorderly conduct by the Occupant and/or guests while utilizing while on the property of the Short-Term Rental.

5. The fee established by Resolution of the City Council.

C. If any information required by subsections B(1) through (4) hereof changes, a Responsible Party shall promptly advise the City.

D. At the time an application is filed with the City, a Responsible Party shall complete and file with the City the Self-Inspection Check list. A new Self-Inspection Checklist shall be completed and filed with the City each year thereafter during which the Short-Term Rental will be offered to the public.

E. Short-Term Rentals are not a grandfathered use. All Short-Term Rentals in the City must have a permit to operate.

F. A Short-Term Rental permit expires on March 31 of each year; PROVIDED, if the Residential Dwelling identified in the application is sold or title is otherwise transferred, the permit shall automatically expire upon the transfer of title.

1. To renew a Short-Term Rental permit, the holder shall submit an application for renewal on a form provided by the City to the City Clerk or his/her designee, together with the renewal fee.

2. The renewal application must be submitted by March 1 of each year. A permit for which a renewal application is not submitted by March 1 shall expire on March 31.

3. If a permit has expired, a new application shall be required.

G. Subject to § 17.08.1010(B), any Residential Dwelling in the City may be rented without a permit for no more than fourteen (14) days per calendar year, where those fourteen (14) days are divided into no more than two (2) stays.

**17.08.1040: STANDARDS:**

A. Accessory Dwelling Units and Properties with Multiple Dwelling Units.

1. An Accessory Dwelling Unit (ADU), as defined by § 17.02.030(E) of this Code, which existed on the effective date of this Article may be rented as a Short-Term Rental, provided that either the principal dwelling or ADU on the property must be occupied by a majority owner of the property or an immediate family member of the property owner more than six (6) months out of any given year.

2. After the effective date of this Article, an ADU may only be used as a Short-Term Rental if the required impact fee is paid for the ADU. Once the impact fee is paid, either the principal dwelling or ADU on the property must be occupied by a majority owner of the property or an immediate family member of the property owner more than six (6) months out of any given year.

3. A principal dwelling and its associated ADU may not both be rented out concurrently as Short-Term Rentals.

4. For properties with more than one dwelling unit, including multiple lots developed as a single parcel, only one dwelling unit per property may be used as a Short-Term Rental at any one time.

B. Duplex and Multiple-family Housing.

1. If multiple units in a Duplex or Multiple-family housing (including condominiums and apartments) are owned by the same person or persons, only one unit may be used as a Short-Term Rental.

2. The owner(s) of multiple units in a Duplex or Multiple-family housing must designate which dwelling unit will be rented as a Short-Term Rental and advise the City of said designation in the application for a permit.

C. Duties of Responsible Party.

1. A Responsible Party must be available twenty-four (24) hours per day, seven (7) days per week, for the purpose of responding within sixty (60) minutes to complaints regarding the condition of the Short-Term Rental or the conduct of the Occupant of the Short-Term Rental and/or their guests.

2. A Responsible Party shall obtain the name, address, and contact number of each Occupant of a Short-Term Rental.

3. A Responsible Party shall provide the information required in section 17.08.1040(B)(2) to the City at the City's request, if available.

4. A Responsible Party, upon notification that any Occupant or guest has created any unreasonable noise or disturbance, engaged in disorderly conduct, or committed a violation of any applicable law, rule or regulation pertaining to the use and occupancy of a Short-Term Rental, shall promptly respond in an appropriate manner within sixty (60) minutes and require an immediate halt to the conduct, and take such steps as may be necessary to prevent a recurrence of such conduct. Failure of the Responsible Party to respond to calls or complaints regarding the condition, operation, or conduct of an Occupant or guest in a Short-Term Rental in an appropriate manner within sixty (60) minutes shall constitute a violation of this Article.

5. A Responsible Party shall prepare a written notice, and shall mail or deliver the notice to all residents and owners of property abutting or across the street from the Short-Term Rental, which notice shall state the intent to operate a Short-Term Rental and the number of bedrooms that will be rented to overnight guests, and include information on how to contact the Responsible Party by phone.

6. A Responsible Party shall post on or near the front door of the Short-Term Rental a notice which includes the address of the Rental, emergency contact numbers, and a diagram showing emergency exit route(s) approved by the Fire Department.

D. Information Provided to Occupants

1. At the time of each occupancy of the unit, the Responsible Party shall provide to the Occupant of a Short-Term Rental the following:

- a. a current copy of the Short-Term Rental permit;
- b. the name and contact number of all Responsible Parties;
- c. a copy of the Good Neighbor Policy as approved by the City Planning Department;
- d. a notice of the trash pick-up day, and applicable rules and regulations pertaining to leaving or storing trash on the exterior of the dwelling; and
- e. parking locations and requirements.

E. Occupancy.

1. The maximum number of overnight guests occupying a Short-Term Rental shall not exceed the definition of “family” as provided in § 17.02.055(B).
2. Guests of an Occupant may use a Short Term Rental only when an Occupant is present and may not stay overnight.
3. A Responsible Party may rent either the entire Residential Dwelling or one (1) room of the Residential Dwelling to an Occupant. Under no circumstances shall a Responsible Party rent individual rooms in a Short-Term Rental to different Occupants for the same night or nights.
4. No recreational vehicle, travel trailer, tent, or other temporary shelter shall be used as a Short-Term Rental or in conjunction therewith to provide additional sleeping areas or otherwise.

F. Outdoor storage.

1. Storage of equipment, inventory, or work-related items other than vehicles, shall be within the residence or a permitted accessory building. Outdoor storage and storage containers are prohibited. For purposes of this Chapter, the term “storage container” refers to industrial and commercial shipping containers and buildings, including PODS and like containers, which are designed to be portable and/or temporary and which do not meet the design criteria for accessory buildings. The term does not include sheds or small storage buildings intended for incidental residential use and which are compatible with residential use.

G. Parking.

1. All Occupants and guests shall, to the greatest extent possible, utilize any off-street parking of the Residential Dwelling which constitutes the Short-Term Rental. On-street parking by Occupants and guests shall be governed by the applicable provisions of Chapters 10.20, 10.22, 10.24, and 10.27 of this Code.
2. An ADU, built after the effective date of this Article and used as a Short-Term Rental, requires one off-street parking space in addition to parking spaces required for the principal dwelling.

H. Signs and Advertising.

1. No sign indicating that the residence is a Short-Term Rental or that it is for rent or lease shall be displayed such that it is visible from any other public or private property.
2. The street number of a Short-Term Rental shall be posted in accordance with Fire Department IFC requirements.
3. All advertising for the Short-Term Rental shall include the City permit number and the maximum number of vehicles accommodated by off-street parking spaces.

I. Trash.

1. Trash and refuse shall not be left stored within public view except in proper containers for the purpose of collection by the authorized waste hauler on scheduled trash collection days.
2. The Short-Term Rental property shall, at all times, be kept in a neat and sanitary condition, in compliance with the requirements of Title 8 of this Code.

J. Zoning.

1. Subject to the standards and restrictions applicable in each zone, the standards and restrictions contained in this Article, and any permit requirements, the use of a Residential Dwelling as a Short-Term Rental is permitted as of right in all residential and commercial zones, MH-8 provided that the Residential Dwelling is installed as required by State law, and DC.

**17.08.1050: VIOLATIONS; PENALTIES:**

A. Violations.

1. It is unlawful for any Responsible Party to offer for Rent a Short-Term Rental or to operate a Short-Term Rental without a City permit.
2. It is a violation this Article if a Responsible Party, or an Occupant or guest knowingly and willfully violates any provision of this Article.

B. Penalty.

1. For a first offense, the violator shall be subject to a civil penalty in an amount established by Resolution of the City Council.
2. For any subsequent offense, the violator shall be subject to a misdemeanor, pursuant to section 1.28.010 of this Code.
3. In addition to any other remedy or procedure authorized by law, for three (3) or more violations of or failure to comply with any of the standards of this Article in a calendar year, the City Clerk or his/her designee may revoke any or all of the owner's permits and, in addition, may order that no new permit shall be issued for up to three (3) years pursuant to the following procedures.
  - a. Prior to the revocation of any permit or the denial of a permit for repeated violation of the provisions of this Article, written notice of the reasons for such action shall be served on the Owner and/or Responsible Party in person or by certified mail at the address on the permit application. Revocation shall become

final within ten (10) days of service unless the Owner and/or Responsible Party appeals the action. The Owner and/or Responsible Party shall provide the appeal in writing to the City Clerk or his/her designee within ten (10) days of receipt of the notice. The written notice of appeal must state the reasons for the appeal and the relief requested.

b. Should the owner and/or Responsible Party request an appeal within the ten (10) day period, the City Clerk or his/her designee shall notify the owner and/or Responsible Party in writing of the time and place of the hearing.

c. Appeals shall be heard by a neutral hearing officer designated by the City.

d. For good cause shown, the hearing officer may affirm or reverse the decision to revoke a permit. The hearing officer may affirm, reverse, or modify a decision to deny a new permit for upon a showing of good cause.

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

**SECTION 3.** 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.

**SECTION 4.** 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.

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on December 5, 2017.*

APPROVED, ADOPTED and SIGNED this 5<sup>th</sup> day of December, 2017.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk



SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Adding Article X to Chapter 17.08 of the Coeur d'Alene Municipal Code

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADDING A NEW ARTICLE X, SHORT-TERM RENTALS, TO CHAPTER 17.08 OF THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE. 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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Renata McLeod, City Clerk

## STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Adding Article X, Short-Term Rentals, to Chapter 17.08 of the Coeur d'Alene Municipal Code, 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 5<sup>th</sup> day of December, 2017.

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Randall R. Adams, Chief Civil Deputy City Attorney