

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

**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 agenda item should plan to speak when Item G - 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.**

**MARCH 20, 2018**

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

**B. INVOCATION** – Pastor Craig Miles with Real Life Ministries CDA

**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. PRESENTATIONS:**

1. Life Saving Award

**Presented by: Deputy Fire Chief Greif**

2. Opioids and Drugs in Coeur d'Alene

**Presented by: Police Chief White**

**F. 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 March 6, 2018 Council Meeting.
2. Approval of Minutes from the March 12, 2018 Public Works Committee Meeting.
3. Approval of Bills as submitted and reviewed for accuracy by Finance Department
4. Approval of the Financial Report
5. Setting of Public Works and General Services Committee meetings for March 26, 2018 at 12:00 noon and 4:00 p.m. respectively
6. Approval of Beer and Wine License transfer from Ameritel Inns Inc. to Hotel Management Services, LLC dba La Quinta Inn and Suites – CDA (333 Ironwood Drive)

*NOTE: The City will make reasonable accommodations for anyone attending this meeting who require special assistance for hearing, physical or other impairments. Please contact the City Clerk at (208) 769-2231 at least 24 hours in advance of the meeting date and time.*

and Hotel Management Services, LLC dba Hampton Inn and Suites – CDA (1500 W. Riverstone Drive).

**As Recommended by the City Clerk**

7. Approval of an outdoor seating permit for Evans Brothers Coffee Roasters, 504 E. Sherman Avenue (new, no alcohol service).

**As Recommended by the City Clerk**

**8. Resolution No. 18-015 –**

- a. Approval of a Cooperative Funding Agreement between the City of Hayden, City of Dalton Gardens, and the City of Coeur d’Alene for the 2108 Chip Seal Project.

**As Recommended by the Public Works Committee**

- b. Approval of a Purchase Agreement with Northwest Grading, Inc. for purchase of I-90 fill material.

**Pursuant to Council Action on February 20, 2018**

**G. 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.)

**H. ANNOUNCEMENTS**

**1. City Council**

**2. Mayor**

- a. **Appointments: Katherine Hoyer to the CDATV Committee**

**I. OTHER BUSINESS**

1. **Resolution No. 18-016** - Approval of Agreement with Davis Enterprises, Inc. for the Live at Five Concerts at McEuen Park

**Staff Report by: Bill Greenwood, Parks & Recreation Director**

2. **Resolution No. 18-017** - Approval of Agreement with PSP Enterprises, Inc. for the 2018 Centennial Trail Seal Coat and Repair Project

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

**J. PUBLIC HEARINGS**

1. **Council Bill No. 18-1002** - Wastewater Utility Rates and Fees (**Legislative**)

**Staff Report by: Mike Anderson, Wastewater Superintendent**

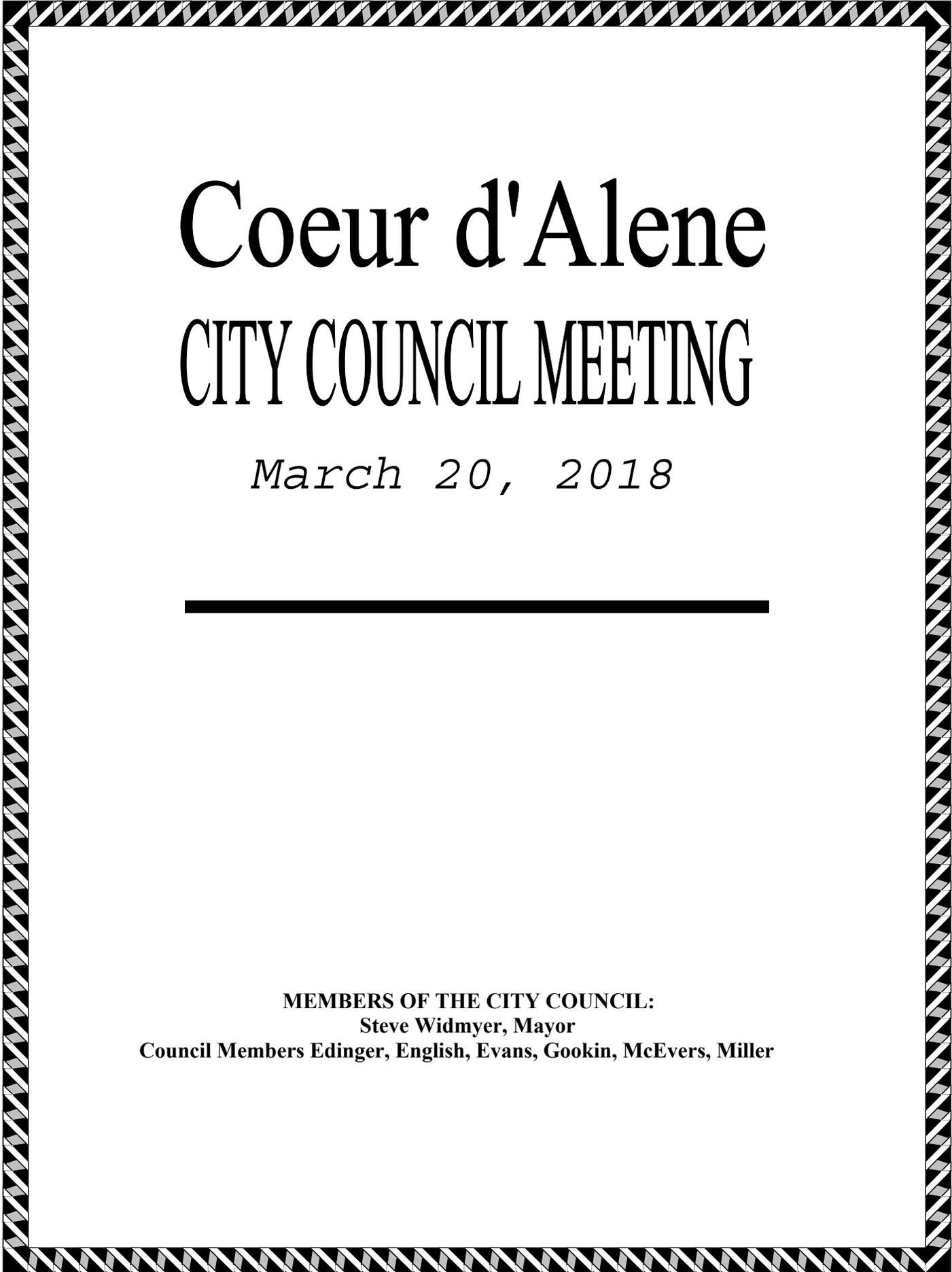
2. **Council Bill No. 18-1003** - 0-1-18: City Code Amendments to the Zoning Ordinance, Title 17, Subdivision Ordinance, Title 16 and Title 2, Administration and Personnel, Under Chapter 2.48 related to Planning Commission Membership (**Legislative**)

**Staff Report by: Mike Behary, Planner**

**K. EXECUTIVE SESSION:** Idaho Code 74-206A (a) to consider a labor contract offer or to formulate a counteroffer.

**L. ADJOURNMENT**

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



# Coeur d'Alene

## CITY COUNCIL MEETING

*March 20, 2018*

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**MEMBERS OF THE CITY COUNCIL:**

**Steve Widmyer, Mayor**

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



City of  
**Coeur d'Alene**  
IDAHO

# Coeur d'Alene Police Department Drug Statistics 2008-20017

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	Total
Possession of Drug Paraphernalia	362	301	317	330	365	372	326	397	394	453	3,617
Possession/Delivery Cocaine	6	3	3	2	1	3	2	5	10	10	45
Possession/Delivery Heroin	0	2	2	12	5	12	17	39	55	78	222
Possession/Delivery Synthetics	52	48	71	74	73	98	107	151	176	165	1,015
Possession/Delivery Oxy/Hydro	0	12	29	8	14	13	15	9	12	15	127
Possession/Delivery Marijuana	276	244	251	252	277	245	196	268	231	263	2,503
Frequent a Place Where Drugs are Sold/Used	41	50	44	46	46	48	27	39	37	58	436
Under Influence of Drugs	10	11	14	14	21	7	12	14	12	17	132
Possession/Delivery Controlled Substance	72	46	45	28	22	39	25	24	33	56	390
Prescription Fraud	10	11	28	23	35	37	32	23	22	15	236
<b>Total</b>	<b>829</b>	<b>728</b>	<b>804</b>	<b>789</b>	<b>859</b>	<b>874</b>	<b>759</b>	<b>969</b>	<b>982</b>	<b>1,130</b>	<b>8,723</b>

# CDA FD Stats

- **45 dosages of Narcan were administered in 2017 (11 so far in 2018)**
- **19 fatal overdoses from opioids in 2017-  
from coroner**

# PD/ FD Response

- **Education**
- **Prescription drop-off box at PD HQ**
- **Narcan distributed**
- **Enforcement and Treatment**

# 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

March 6, 2018

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, March 6, 2018 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

**INVOCATION:** Pastor Sean McCartin with Life Center CDA gave the invocation.

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

**LEGISLATIVE UPDATE:** Chief Deputy Civil Attorney Randy Adams provided an update from the City's internal staff legislative committee. He noted that House Bill 452 has been presented and it makes minor amendments to the Vacation Rental statute passed last year, clarifying that local jurisdiction may not ban them entirely. House Bill 547 clarifies the existing law that local jurisdictions have limited authority to adopt building codes. Senate Bill 1298, known as the "Rap Back Bill" would allow the City to receive ongoing updates of criminal activity by those who go through the background check process, such as childcare workers. This law would increase public safety with real time notification of offenses and avoids annual background re-checking costs for licensees. Senate Bill 1337 was introduced yesterday regarding Campaign Finance reform and would centralize and streamline the filing process. Another bill discussed is a bill to remove the State from the issuance of new liquor-by-the-drink licenses, with the intent to let cities and counties determine the number of licenses their community needs and, therefore, would eliminate the trafficking of State licenses. March 27, 2018 is the target date for the end of this legislative session.

**EAST SHERMAN UPDATE:** Community Planning Director Hilary Anderson provided an update on the East Sherman Master Planning efforts that started in 2015. She presented the boundaries of East Sherman to include a transition area from 8<sup>th</sup> to 11<sup>th</sup> and main area of 11<sup>th</sup> to Coeur d'Alene Lake Drive with approximately one and half blocks north and south into the neighborhoods. Currently, they are in the final stages of master planning. Ms. Anderson noted that the City received a grant for technical assistance from Community Builders, valued at

\$90,000. Two key goals for moving forward are to create a shared community vision to guide decision-making and to create an action-oriented plan for physical and economic development of East Sherman Avenue. They will meet with stakeholders on March 13, 2018 from 5:30 p.m. to 8:00 p.m. in the Library Community Room.

**DISCUSSION:** Councilmember Gookin asked what the product will be at the end of the master planning. Ms. Anderson noted that the master planning effort is meant to help redevelop the corridor and attract additional investment in the corridor. She clarified the master plan should be completed this year.

**CONSENT CALENDAR: Motion** by McEvers, seconded by Miller, to approve the consent calendar.

1. Approval of Council Minutes for the February 20, 2018 Council Meeting.
2. Approval of Minutes from the February 26, 2018 Public Works Committee Meeting.
3. Approval of Bills as submitted and reviewed for accuracy by Finance Department
4. Setting of Public Works and General Services Committee meetings for March 12, 2018 at 12:00 noon and 4:00 p.m. respectively
5. Approval of Beer, Wine, Liquor Licenses:
  - a. Transfer from Broken Tee Grill dba Long Drive Golf Shop, owner Laura Taylor, to Above Par Golf Shop dba The Grill at Coeur d'Alene, owner Brent Walsh
  - b. Mod Pizza (new category of wine = beer/wine only) located at 2824 N. Ramsey Road, Suite 105
  - c. Holiday Station store #84, 311 W. Haycraft Avenue (new beer and wine not to be consumed on premises)
6. Approval of a Cemetery transfer from Donald Yager to Ashlee Barnett of Lot 425 Forest Cemetery Annex (Riverview)
7. Resolution No. 18-014 - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE, INCLUDING APPROVAL OF AN AGREEMENT WITH ARCHITECTS WEST, INC., FOR THE MEMORIAL FIELD SOFTBALL GRANDSTAND REHABILITATION AND IMPROVEMENTS; APPROVAL OF A CONTRACT WITH TML CONSTRUCTION FOR BEST HILL BOOSTER STATION; APPROVAL OF AMENDMENT NO. 2 TO THE AGREEMENT WITH HDR ENGINEERING, INC., FOR TERTIARY TREATMENT PHASE 2 IMPROVEMENTS; AND APPROVAL OF DESTRUCTION OF RECORDS FOR FIRE, FINANCE, AND MUNICIPAL SERVICES DEPARTMENTS.

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

**PUBLIC COMMENTS:**

Nathan Baker, Coeur d'Alene, noted that he represents the Skatepark Association and wanted to give an update regarding the fundraiser held a week ago. He thanked everyone for their support and donation of items. He noted that they raised \$18,844 from the event that will be held by the

Panhandle Parks Foundation until they are ready for funding of the skate park with ignite cda. History of skateboarding in Coeur d'Alene was a topic of discussion throughout the evening event. Mayor Widmyer noted that the speaker at the fundraiser event, Mike Valarie, presented a great message.

#### **PARKING:**

Craig Bunch, Coeur d'Alene, noted that he does not believe that Ordinance 3442 is being upheld by the City, as he recently received a parking ticket in the Library parking lot. He clarified that enforcement is not matching the code, as he parked for 15 minutes and came back for another 15 minutes and was never there for two hours, yet received a ticket. Mayor Widmyer noted that the subject was discussed by the Parking Commission today and there will be changes made. Councilmember English concurred that there was a lot of discussion today and parking is a limited resource and he believes the new technology will be able to better track the traffic flow.

Laurie Jaguar, Coeur d'Alene, noted that she got a ticket on February 26 at the Library parking lot. She was parked for 20 minutes, left for 6 hours, came back for 20 minutes and received a ticket due to parking within 300 feet of the previous parking spot. She does not believe the code applies as the car was not parked for two hours and encouraged the City to reword the ordinance and/or repost the signage to clarify the enforcement.

#### **COUNCILMEMBER ANNOUNCEMENTS:**

Councilmember Miller noted that last week she participated in a panel discussion at the University of Idaho regarding the "She Should Run" movement that encourages women to get involved in running for public offices. She was impressed with the number of people involved and interested in the discussion. She noted that Boy Scout Troop 202 was in tonight's Council meeting audience with several seeking Eagle Scout badges.

Councilmember Gookin noted that he attended a meeting last week with the County regarding the transit center design. He did pass along the Council's desire for a lobby to be included in the design. Jody Bieze will give a future presentation at a Council meeting regarding the final design.

Councilmember Edinger noted that there was an article in this morning's paper regarding Highway 95 and the fact that the Bosanko Avenue intersection would be closed. He felt that there was not enough public notice prior to this announcement and wondered if the City could request it be left open. City Administrator Troy Tymesen noted that the City has been involved in the planning efforts and the state has requested no intersection within one half mile of other intersections. He noted that the Idaho Transportation Department is the lead agency for this decision. Councilmember Gookin said that he is the liaison to Kootenai Metropolitan Planning Organization (KMPO) and they discussed the US 95 corridor and it has been on the forefront for a while, most recently through the Fast Lane grant, and ITD has been clear they would only allow a signal every half mile and Bosanko is too close to Kathleen. Additionally, he noted that the Council was made aware of the closure when discussions regarding Government Way took

place. He said it was a while ago, and ITD held a public hearing last week, in which they clarified their goal is to move traffic as efficiently as possible.

Councilmember McEvers noted that the Parks and Recreation Commission gave an award of Appreciation to Michael Young (of Hayden). He works with a volunteer organization called “Find a Grave,” and has helped locate over 20,000 gravestones for families around the world. His service has been helpful to staff and citizens seeking family ancestry information.

Mayor Widmyer requested confirmation of the following appointments: Tessa Jilot, Kim Golden, and Tim Teyler to the Pedestrian Bicycle Advisory Committee.

**MOTION:** Motion by Edinger, seconded by Evans to approve the appointment of Tessa Jilot, Kim Golden, and Tim Teyler to the Pedestrian Bicycle Advisory Committee. **Motion carried.**

**ADJOURNMENT:** Motion by McEvers, seconded by Miller that there being no other business this meeting be adjourned. **Motion carried.**

The meeting adjourned at 6:48 p.m.

ATTEST:

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

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

**PUBLIC WORKS COMMITTEE  
MINUTES  
March 12, 2018  
4:00 p.m., Library Community Room**

**COMMITTEE MEMBERS PRESENT**

Councilmember Woody McEvers  
Councilmember Dan English  
Councilmember Kiki Miller

**STAFF PRESENT**

Bill Greenwood, Parks & Rec Dor.  
Amy Ferguson, Executive Asst.  
Mike Anderson, WW Superintendent  
Tim Martin, Streets & Eng. Director  
Randy Adams, Deputy City Attorney  
Troy Tymesen, City Administrator  
Jim Remitz, Capital Program Mgr.

**Item 1            Approval of Agreement with Davis Enterprises, Inc. for the Live at Five Concerts at McEuen Park**

**Agenda Item**

Bill Greenwood, Parks & Recreation Director, presented a request for council approval of an exclusive three-year agreement with Davis Enterprises, Inc. for the summer Live at Five Concert series on Wednesdays at McEuen Park.

Mr. Greenwood stated in his staff report that last summer, on Wednesdays, Davis Enterprises held 13 Live at Five Concerts at McEuen Park. The concerts were well-attended and received good review from staff and the public. The City has no financial outlay for the concert series. Live at Five will pay \$500 per concert, which will pay for all facility use costs including staff overtime. For the three large concerts that are identified in the agreement, the City will receive an additional \$3.00 per ticket sold. Davis Enterprises is required to comply with all applicable laws and regulations, including Police, Fire, and Health, pursuant to Section 13 of the Agreement.

Mr. Greenwood commented that the Parks Department has been working with Mr. Davis for a year and he has been very good to work with and has done all of the things that they have asked him to do.

Councilmember English asked if there was any food associated with these events. Mr. Greenwood said that Mr. Davis brings in a few vendors, and some beer and alcoholic beverages. Last year they had taco, pizza and burger vendors, in addition to other non-food vendors.

Mr. Greenwood explained that there would be three large concerts – one each month of the summer, and attendance would be capped at about 6,000 people. The thinking is that the current configuration would be the premium seats, and then they would expand the fencing out further for more general admission. They met with the Fire Department previously and they are comfortable with a holding number at the park of just under 8,000. Mr. Greenwood confirmed that for the larger concerts, the City would receive \$3.00 for each ticket purchased. The \$500.00 per concert fee is for the smaller Wednesday concerts.

Discussion ensued regarding the time needed for set up and take down. Mr. Greenwood confirmed that the time for set up and take down of the Wednesday night series concerts is one day. They are planning

on two days for the larger concerts, but it could be more days as it is a work in progress and there will be some larger fencing on the perimeters. Mr. Greenwood stated that the Police Department and Fire Department will be involved with the discussions for setting up of the larger events and that it will be a little bit of a learning curve.

Councilmember McEvers asked about the liquor sales and if Davis Enterprises would handle the insurance side of that. Mr. Greenwood confirmed that it would, and Mr. Davis is using Ironhorse for the hard alcohol and they are setting up on the counters in the pavilion. He also confirmed that there would be no glass containers.

Councilmember Miller said that she appreciates the fact that you need to build a good relationship with a promoter in order for it to be successful. She is concerned about the exclusivity issue and noted that the way the contract reads is that Davis Enterprises shall have the sole and exclusive right to host a weekly concert series in McEuen Park. Councilmember Miller commented that McEuen is a public park and she is concerned in regard to the library, Arts & Culture Alliance, or anyone also doing a regular program that involved music. Mr. Greenwood said that he feels like the library events are a City event and much lower key, so there is an opt out on those, and that he thinks that they can work with Mr. Davis on it, but believes that they can still move forward with the agreement. He noted that at the Parks & Recreation level, the agreement was approved without any questions.

Councilmember Miller said that the verbiage in the contract is not something that the City “should be married to” for six years. Mr. Greenwood clarified that it would not necessarily be six years, as the contract can be renewed after three years. Councilmember Miller said that she feels that the council has not had enough time to digest this, and that locking in to one vendor on a weekly basis might exclude opportunities with other performing arts. She would like to take another look at the exclusivity issue.

Councilmember McEvers suggested putting this item on the agenda for the next council meeting, while allowing Mr. Greenwood to have further discussions with Mr. Davis in the meantime. Mr. Greenwood said that he would start a dialogue with Mr. Davis and hopes to have something that will satisfy Councilmember Miller’s concerns ready by the next council meeting.

**MOTION: Motion by English to recommend council approval of an Agreement with Davis Enterprises, Inc. for the Live at Five Concerts at McEuen Park.**

**DISCUSSION:** Councilmember Miller requested that Councilmember English amend his motion to note the issue of exclusivity should be addressed prior to placing this item on the Council meeting agenda.

**MOTION: Motion by English, seconded by Miller, that the issue of exclusivity be addressed prior to placing this item on the council meeting agenda.**  
**Motion carried.**

**Item 2            Adoption of Modifications to Chapters 13.08 and 13.16, Coeur d'Alene Municipal Code for the Purpose of Establishing New Wastewater User Charges and Capitalization Fees**

**Agenda Item**

Mike Anderson, Wastewater Superintendent, presented a request for council adoption of modifications to Chapters 13.08 and 13.16 of the Municipal Code for the purpose of establishing new wastewater user charges and capitalization fees. The modifications will establish the new wastewater user charges and capitalization fees for the five-year period from April 1, 2018 through March 31, 2023.

Mr. Anderson stated in his staff report that the new charges and fees will replace those defined in the January 2013 Comprehensive Wastewater Rate Study. The recent rate study by HDR Engineering was authorized by the City Council in October 2016 and has taken into account the numerous operational and capital improvements made to the wastewater collection, treatment and compost facilities during the past five years, as well as anticipated future expenditures. Particularly, the rate study has incorporated the extensive planning, design, and construction costs that the City has incurred to meet the stringent discharge requirements of the National Pollutant Discharge Elimination system (NPDES) permit that was issued to the City in December 2014 by the United States Environmental Protection Agency (EPA). The proposed modifications will provide the revenue required for the continued efficient operation of the facilities and enable the City to meet the discharge permit requirements through the City's Advanced Wastewater Treatment Facility. The rate study performed revenue requirement analysis, cost of service analysis, and rate design analysis to develop user rates and fees that adequately meet the wastewater utility's operating and capital expenses with revenues from customers. The study also addressed the fairness and equity of the current and proposed rates among the various customer classes.

Mr. Anderson noted that a public hearing has been scheduled for March 20<sup>th</sup>. The notice of public hearing has been advertised in the paper, and they have also sent out the proposed rates and fees to several agencies throughout the city, including the North Idaho Building Contractors Association (NIBCA), Coeur d'Alene Realtors, Chamber of Commerce, and Downtown Association. The proposal will recommend an increase in rate funding as necessary over the next five years, mostly due to the new tertiary treatment process necessary to meet new requirements imposed by the Department of Environmental Quality (DEQ). They are proposing to spread out the rate increases over the next 5 years at a 6.5% rate increase annually. The study includes various other fees, including capitalization costs. Mr. Anderson introduced Shawn Koorn, Associate Vice President, of HDR Engineering.

Mr. Koorn reviewed the rate study's three step process, including reviewing revenue requirements, cost of service, and rate design. He reviewed the revenue requirements forecasted through 2022 and noted that the increases in revenue requirements are due to inflationary impacts on Operation & Maintenance, and the capital program (tertiary treatment). He noted that \$16.2 million will be spent over the next two to three years for tertiary membrane filtration, and the primary and secondary clarifier.

Councilmember English asked what was the average annual rate increase for the last 5 years. Mr. Koorn said that it was approximately 8 percent a year.

Councilmember McEvers asked if there would be an end to the upgrades. Mr. Anderson said that they are constantly meeting with regulating bodies to ensure protection of the waterways and do their best to stay involved in the process to make sure that they are not wasting ratepayer money.

Mr. Koorn said that they had to build up the rates to fund the Phase 2 projects, and once they are built, then the utility would be cash stable.

Mr. Koorn reviewed debt service and coverage and noted that the City has a higher coverage ratio than they need, and commended the City for not being over-indebted and cash financing a significant amount of projects. He reviewed the cost of service and said that they wanted to make sure that they have cost-based and equitable rates. He noted that various customer classes impact the system differently and the objective is to determine if there are subsidies and to develop average unit costs for rate design. Cost of service results indicate that the rate classes are within an acceptable variance to their costs of service, so they are looking at an across the board adjustment.

Mr. Koorne reviewed the current and projected rates for residential and commercial and compared the rates to the Spokane River Utilities, including Post Falls, Hayden, Coeur d'Alene, Liberty Lake, Spokane County, and the City of Spokane. He noted that the City of Spokane is looking at a rate adjustment over the next three years of just over 10% on residential bills.

Dave Clark, of HDR Engineers, gave credit to the City of Coeur d'Alene for taking the risk early and negotiating with the EPA and DEQ, and investing in technology studies, because they paid off and allowed Coeur d'Alene to invest in increments and have an adaptive strategy.

Mr. Koorn said that the City has always had policies of funding renewal and replacement in the rates, which gives them a good coverage ratio for borrowing, and the ability to fund \$1,000,000 a year of renewal and replacement through the rates.

Councilmember McEvers asked if the technology used by Coeur d'Alene is being used by other entities. Mr. Clark said that the City has found a unique way to apply the microfiltration and biology in the plant which is advantageous, and they have published the information. Coeur d'Alene has been featured a fair amount and the City also benefits from getting ideas about what other utilities are doing.

Mr. Koorn reviewed the capitalization fee study. He noted that a cap fee is a one time charge for new customers and the point is that it pays for growth and there is equity between existing and new customers. They look at population equivalents and updated the fee which results in a slightly reduced cap fee due to the fact that they had a slight increase in the "persons per household" based on census data, and also that wastewater demand is down per capita. Mr. Koorn noted that overall water use and wastewater flow is going down nationwide. There is a slight increase in the commercial high category.

Mr. Koorn noted that he will be presenting to the full council at the next week, and will provide a comparison of cap fees from other utilities at the council meeting as well.

Councilmember Miller asked where the classifications came from. Mr. Koorn said that they originated with national standards put out by the EPA in the 60s and 70s. The goal is to have categories that show the differences in the volume that the customers will place on the system. The City has adjusted the categories to fit what they have.

Councilmember English commented that he is happy to see that the cap fees went down a little.

**MOTION: Motion by English, seconded by Miller, to recommend council adoption of modifications to Chapters 13.08 and 13.16 of the Municipal Code for the purpose of establishing new Wastewater user charges and fees that will be effective April 1, 2018. Motion carried.**

**Item 3            Approval of Cooperative Funding Agreement for the 2018 Chip Seal Project  
Consent Calendar**

Tim Martin, Streets & Engineering Director, presented a request for council approval of a Cooperative Funding Agreement between the City of Hayden, City of Dalton Gardens, and the City of Coeur d'Alene for the 2108 Chip Seal Project.

Mr. Martin stated in his staff report that this is the third year of the City of Coeur d'Alene's Chip Seal program. The consultant, Welch Comer Engineering, is tasked with the design, bid, and construction phase services for all of the participating municipalities with one exception: the City of Coeur d'Alene will be managing the construction phase for its locations. The Chip Seal program is a part of the City of Coeur d'Alene's Overlay program and is a budgeted item. The budget amount for the chip seal program is approximately \$730,000.00. The City of Coeur d'Alene is partnering with the other cities as a cost saving measure. The City of Coeur d'Alene will be the lead and will coordinate with the other city participants. The project will begin in late July or August.

Mr. Martin stated that the City is going to do the construction portion in house, and noted that they have a new field supervisor who has put down hundreds of miles of chip seal. This year they are going to be doing five or six different subdivisions, and by the end of this year almost everything on the northeast quadrant of town will have been chip sealed. Mr. Martin noted that it is a proven product and they are doing really well with it. He commented that the integrity of the chip seal on Government Way is still there. On Ironwood, they are going to do what they call a "double shot" – the first part would be a half inch chip, and then a week later they will come back and put on a quarter inch or 3/8 inch chip to fill the voids.

Mr. Martin said that they are hoping to continue to have a robust chip seal and overlay program, and noted that the Council has really put a lot of effort in to our roads and you can see that.

Councilmember English commented regarding the Ironwood Drive chip seal project and said that he "feels the pain" of the folks who work in that corridor as it will be another road project on Ironwood. He further commented that it seems like the congestion is actually worse since that have put in the traffic light and it is really backed up there. Mr. Martin said that for the chip seal contract, they are asking for the contractor that gets the big to do the work on Sunday so that they disrupt the least amount of traffic as possible.

**MOTION: Motion by Miller, seconded by English, to recommend council approval of a Cooperative Funding Agreement between the City of Hayden, City of Dalton Gardens, and the City of Coeur d'Alene for the 2018 Chip Seal Project. Motion carried.**

The meeting adjourned at 5:02 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison

RECEIVED

FEB 09 2018

CITY OF COEUR D'ALENE  
Treasurer's Report of Cash and Investment Transactions

CITY CLERK

FUND	BALANCE 12/31/2017	RECEIPTS	DISBURSE- MENTS	BALANCE 1/31/2018
<u>General-Designated</u>	\$956,591	\$47,357	\$9,373	\$994,575
<u>General-Undesignated</u>	14,429,526	2,025,324	3,833,927	12,620,923
<u>Special Revenue:</u>				
Library	580,099	40,423	137,478	483,044
CDBG	1,373	10,043	2,552	8,864
Cemetery	24,386	28,669	25,714	27,341
Parks Capital Improvements	519,426	10,792	6,149	524,069
Impact Fees	2,459,539	130,234		2,589,773
Annexation Fees	115,535	119		115,654
Insurance	-			-
Cemetery P/C	1,575,064	5,505	24,805	1,555,764
Jewett House	26,524	1,374	1,317	26,581
Reforestation	26,767	27	50	26,744
Street Trees	208,475	4,415	8,000	204,890
Community Canopy	3,050	3	58	2,995
CdA Arts Commission	-			-
Public Art Fund	69,018	71	540	68,549
Public Art Fund - ignite	588,135	604	540	588,199
Public Art Fund - Maintenance	82,152	84	643	81,593
<u>Debt Service:</u>				
2015 G.O. Bonds	1,048,472	21,507	65,784	1,004,195
LID Guarantee	(0)			(0)
LID 149 - 4th Street				
<u>Capital Projects:</u>				
Street Projects	266,874	5,719	545	272,048
<u>Enterprise:</u>				
Street Lights	80,950	42,332	98,929	24,353
Water	3,249,202	277,620	268,913	3,257,909
Water Capitalization Fees	5,610,537	58,311	14,242	5,654,606
Wastewater	4,730,130	2,664,982	1,653,825	5,741,287
Wastewater-Reserved	983,681	27,500		1,011,181
WWTP Capitalization Fees	7,367,418	235,862		7,603,280
WW Property Mgmt	60,668			60,668
Sanitation	1,353,193	314,412	292,452	1,375,153
Public Parking	(583,891)	22,647	174,020	(735,264)
Drainage	869,305	81,467	20,303	930,469
Wastewater Debt Service	1,030,676	323,479	491,642	862,513
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	226,073	196,968	226,073	196,968
LID Advance Payments	209			209
Police Retirement	1,201,393	14,181	37,169	1,178,405
Sales Tax	2,427	2,006	2,427	2,006
BID	203,283	7,317		210,600
Homeless Trust Fund	379	334	379	334
<b>GRAND TOTAL</b>	<b>\$49,366,638</b>	<b>\$6,601,688</b>	<b>\$7,397,849</b>	<b>\$48,570,477</b>

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

  
Troy Tymesen, Finance Director, City of Coeur d'Alene, Idaho

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 FIVE MONTHS ENDED  
 February 28, 2018

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 2/28/2018	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$233,336	\$91,700	39%
	Services/Supplies	11,400	4,134	36%
Administration	Personnel Services	357,463	166,245	47%
	Services/Supplies	22,950	4,698	20%
Finance	Personnel Services	744,010	273,709	37%
	Services/Supplies	461,215	223,124	48%
Municipal Services	Personnel Services	1,283,631	587,230	46%
	Services/Supplies	494,919	248,005	50%
	Capital Outlay	10,000	9,385	94%
Human Resources	Personnel Services	255,486	92,704	36%
	Services/Supplies	56,225	20,429	36%
Legal	Personnel Services	1,132,172	471,133	42%
	Services/Supplies	65,253	28,962	44%
Planning	Personnel Services	582,544	210,519	36%
	Services/Supplies	135,100	31,682	23%
	Capital Outlay			
Building Maintenance	Personnel Services	362,828	135,835	37%
	Services/Supplies	152,475	71,024	47%
	Capital Outlay			
Police	Personnel Services	12,405,906	5,178,449	42%
	Services/Supplies	1,143,778	471,118	41%
	Capital Outlay	34,840	1,995	6%
Fire	Personnel Services	9,101,092	4,090,500	45%
	Services/Supplies	607,909	237,216	39%
	Capital Outlay		191,314	
General Government	Services/Supplies	105,900	112,241	106%
	Capital Outlay		598,077	
Byrne Grant (Federal)	Services/Supplies		19,952	
	Capital Outlay			
COPS Grant	Personnel Services	121,939	49,219	40%
CdA Drug Task Force	Services/Supplies	30,710		
	Capital Outlay			
Streets	Personnel Services	2,694,412	1,114,111	41%
	Services/Supplies	1,459,540	362,600	25%
	Capital Outlay	287,000	225,255	78%

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 FIVE MONTHS ENDED  
 February 28, 2018

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 2/28/2018	PERCENT EXPENDED
Engineering Services	Personnel Services	242,736	103,800	43%
	Services/Supplies	98,350	91,956	93%
	Capital Outlay			
Parks	Personnel Services	1,483,915	541,035	36%
	Services/Supplies	558,450	113,843	20%
	Capital Outlay	60,000	27,210	45%
Recreation	Personnel Services	559,345	189,987	34%
	Services/Supplies	190,330	40,058	21%
	Capital Outlay	6,400	6,400	100%
Building Inspection	Personnel Services	836,397	379,002	45%
	Services/Supplies	40,196	8,748	22%
	Capital Outlay			
Total General Fund		<u>38,430,152</u>	<u>16,824,604</u>	<u>44%</u>
Library	Personnel Services	1,250,412	505,235	40%
	Services/Supplies	208,000	81,741	39%
	Capital Outlay	160,000	51,509	32%
CDBG	Services/Supplies	384,049	93,984	24%
Cemetery	Personnel Services	193,807	71,894	37%
	Services/Supplies	100,500	37,605	37%
	Capital Outlay			
Impact Fees	Services/Supplies	745,000	423,000	57%
Annexation Fees	Services/Supplies	398,240	398,240	100%
Parks Capital Improvements	Capital Outlay	146,500	23,655	16%
Cemetery Perpetual Care	Services/Supplies	157,000	52,101	33%
Jewett House	Services/Supplies	25,855	2,788	11%
Reforestation	Services/Supplies	5,000	135	3%
Street Trees	Services/Supplies	100,000	34,276	34%
Community Canopy	Services/Supplies	2,000	417	21%
Public Art Fund	Services/Supplies	443,500	79,536	18%
		<u>4,319,863</u>	<u>1,856,116</u>	<u>43%</u>
Debt Service Fund		<u>882,181</u>	<u>65,784</u>	<u>7%</u>

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 FIVE MONTHS ENDED  
 February 28, 2018

RECEIVED

FEB 04 2018

CITY CLERK

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 2/28/2018	PERCENT EXPENDED
Seltice Way	Capital Outlay		182,359	
Seltice Way Sidewalks	Capital Outlay	332,000		
Traffic Calming	Capital Outlay	45,000	24,275	54%
Govt Way - Hanley to Prairie	Capital Outlay		300	
Levee Certification	Capital Outlay			
Fastlane Project	Capital Outlay			
Medina Avenue	Capital Outlay	160,000	14,980	9%
Kathleen Avenue Widening	Capital Outlay	195,000		
Margaret Avenue	Capital Outlay			
4th and Dalton	Capital Outlay	25,000		
US 95 Upgrade	Capital Outlay	195,000		
15th Street	Capital Outlay	60,000		
Ironwood	Capital Outlay	225,000		
		<u>1,237,000</u>	<u>221,914</u>	<u>18%</u>
Street Lights	Services/Supplies	639,720	235,551	37%
Water	Personnel Services	1,975,543	839,420	42%
	Services/Supplies	4,421,891	458,402	10%
	Capital Outlay	3,630,000	211,952	6%
Water Capitalization Fees	Services/Supplies	866,000		
Wastewater	Personnel Services	2,684,202	1,063,174	40%
	Services/Supplies	7,042,103	727,659	10%
	Capital Outlay	10,881,000	3,749,427	34%
	Debt Service	2,177,063	586,531	27%
WW Capitalization	Services/Supplies	2,200,000		
Sanitation	Services/Supplies	3,500,806	1,207,673	34%
Public Parking	Services/Supplies	271,846	135,494	50%
	Capital Outlay	83,000	421,443	508%
Drainage	Personnel Services	111,160	46,833	42%
	Services/Supplies	794,658	86,091	11%
	Capital Outlay	362,000	174,168	48%
Total Enterprise Funds		<u>41,640,992</u>	<u>9,943,818</u>	<u>24%</u>
Kootenai County Solid Waste		2,600,000	900,906	35%
Police Retirement		176,554	72,852	41%
Business Improvement District		176,000	30,000	17%
Homeless Trust Fund		5,200	1,615	31%
Total Fiduciary Funds		<u>2,957,754</u>	<u>1,005,373</u>	<u>34%</u>
TOTALS:		<u>\$89,467,942</u>	<u>\$29,917,609</u>	<u>33%</u>

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

  
 Troy Tymeson, Finance Director, City of Coeur d'Alene, Idaho

RECEIVED

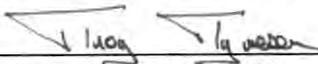
FEB 07 2018

CITY CLERK

**City of Coeur d Alene  
Cash and Investments  
2/28/2018**

<b>Description</b>	<b>City's Balance</b>
<b>U.S. Bank</b>	
Checking Account	2,580,831
Checking Account	21,827
Investment Account - Police Retirement	1,160,937
Investment Account - Cemetery Perpetual Care Fund	1,552,704
<b>Wells Fargo Bank</b>	
Federal Home Loan Bank Bond	994,869
<b>Community 1st Bank</b>	
Certificate of Deposit	1,006,659
Certificate of Deposit	205,603
<b>Idaho Central Credit Union</b>	
Certificate of Deposit	251,345
<b>Idaho State Investment Pool</b>	
State Investment Pool Account	40,540,368
<b>Spokane Teacher's Credit Union</b>	
Certificate of Deposit	253,209
<b>Cash on Hand</b>	
Finance Department Petty Cash	500
Treasurer's Change Fund	1,350
Police Change Fund	75
Library Change fund	180
Cemetery Change Fund	20
<b>Total</b>	<b><u>48,570,477</u></b>

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE  
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

  
\_\_\_\_\_  
Troy Tymesen, Finance Director, City of Coeur d'Alene, Idaho

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

**City of Coeur d' Alene  
Municipal Services  
710 Mullan Avenue  
Coeur d' Alene, Idaho 83814  
208.769.2229 Fax 769.2237**

[Office Use Only] Amt Pd \_\_\_\_\_  
 Rec No \_\_\_\_\_  
 Date \_\_\_\_\_  
 Date to City Council: 3/20/18  
 Reg No. \_\_\_\_\_  
 License No. \_\_\_\_\_  
 Rv \_\_\_\_\_

Date that you would like to begin alcohol service 5/1/2018

**Check the ONE box that applies:**

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only COP \$12.50 Beer- Draft, can, bottled COP \$25 Wine additional \$25 Consumed on premise yes no Transfer from _____ to _____	\$

Business Name	<u>Hotel Management Services, LLC dba La Quinta Inn + Suites - COA</u>
Business Mailing Address	<u>918 W Idaho St. BOISE, ID 83702</u>
City, State, Zip	<u>Boise, ID 83702</u>
Business Physical Address	<u>333 Ironwood Ave</u>
City, State, Zip	<u>Coeur d'Alene, ID 83814</u>
Business Contact	Business Telephone: <u>208 519 4049</u> Fax: <u>208 917 4616</u> Email address: <u>bmills@hmsid.com</u>
License Applicant	<u>Hotel Management Services LLC dba La Quinta Inn + Suites - CPA</u>
If Corporation, partnership, LLC etc. List all members/officers	<u>members: Ryan Van Alfen Jason Kotter</u>

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

**City of Coeur d' Alene  
Municipal Services  
710 Mullan Avenue  
Coeur d' Alene, Idaho 83814  
208.769.2229 Fax 769.2237**

[Office Use Only] Amt Pd \_\_\_\_\_  
 Rec No \_\_\_\_\_  
 Date \_\_\_\_\_  
 Date to City Council: 3/20/18  
 Reg No. \_\_\_\_\_  
 License No. \_\_\_\_\_  
 Rv \_\_\_\_\_

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<input type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only COP \$12.50 Beer- Draft, can, bottled COP \$25 Wine additional \$25 Consumed on premise yes no Transfer from _____ to _____	\$

Business Name	<u>Hotel Management Services, LLC</u> <sup>dba</sup> <u>Hampton Inn + Suites - CDA</u>
Business Mailing Address	<u>918 W Idaho St.</u>
City, State, Zip	<u>Boise, ID 83702</u>
Business Physical Address	<u>1500 W Riverstone Dr.</u>
City, State, Zip	<u>Coeur d'Alene ID 83814</u>
Business Contact	Business Telephone: <u>208 519 4049</u> Fax: <u>208 917 4616</u> Email address: <u>bmills@hmsid.com</u>
License Applicant	<u>Hotel Management Services, LLC dba Hampton Inn + Suites - CDA</u>
If Corporation, partnership, LLC etc. List all members/officers	Members: <u>Ryan Van Alfen</u> <u>Jason Kotter</u>



## OUTDOOR EATING FACILITY ENCROACHMENT APPLICATION

Valid March 17 – Nov 1 Annually

New applications or renewals with changes will be submitted to the City Council for approval. The application must be received in the Customer Service Center a minimum of seven (7) days prior to a City Council meeting (First and Third Tuesday of each month). Payments are due with the application (check or cash only).

Name of Eating Establishment: EVANS BROTHERS COFFEE ROASTERS

Applicant's Name: RICK EVANS Phone Number: 208 - 304 - 5665

Contact Person: KATIE EGLAND COX Phone Number: 360 - 801 - 1808

Cell Phone: 360 - 801 - 1808 Email: KATIE.EGLAND@GMAIL.COM

Mailing Address: 524 CHURCH ST. City/State/Zip: SANDPOINT, ID 83864

Physical Address: 504 E. SHERMAN AVENUE City/State/Zip: COEUR D'ALENE, ID 83814

Is Application  New  Renewal

Any change in ownership or type of use?  No  Yes \_\_\_\_\_  
Please specify

Do you hold a current State of Idaho, Kootenai County and City of CDA alcohol license?  No  Yes

If yes, on your state of Idaho alcohol license do you have a restaurant designation?  No  Yes N/A

Is anyone under 21 allowed in the area inside your establishment where alcohol is served?  No  Yes N/A

Please supply a copy of your current menu.

What hours is the full menu available? Start 7 AM End 5 PM (MON-SAT) + PM (SUNDAY)

What days is the full menu available? MONDAY - SUNDAY

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

\_\_\_\_\_ Show table sizes and chair placement, distance from building (side street 24" tables max.)

\_\_\_\_\_ Show distance to any tree grate, bench, light post, bicycle rack, news rack etc.

\_\_\_\_\_ What is width of sidewalk from property line to curb

\_\_\_\_\_ Please show location of refuse receptacle and disposal of cigarette remains

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

Signed encroachment application

FEEES

24	Number of Seats x \$27.94 per seat (Sewer Cap Fee)	=	\$	670	56
	If located on sidewalk or City property, the encroachment fee is \$125.00.	+	\$	125	-
	TOTAL DUE		\$	795	56

If this is a new or renewal of permit with any changes to site plan or ownership, submit documentation. Please include the following:

- N/A If serving alcohol, please submit a site plan indicating proposed location of posts, type of barrier between posts, measurements from posts and barriers to any obstacles including curbs, trees, grates, benches etc.
- N/A Mark sidewalk for placement of posts and have the City team inspect and approve markings prior to installation
- N/A Have sidewalk cored and posts installed with caps for winter at owners expense after obtaining City Council approval (see attached policy)
- N/A Signs installed at exits

I have read the outdoor eating policy, and encroachment agreement, and agree to abide by the regulations of the City. The encroachment agreement on file with the City shall remain in full force and effect until the permit is cancelled by owner, change of ownership of business, or permit is expired, non-renewed, revoked or denied. Further, I understand that no alcohol may be served at outdoor eating tables placed on City property after 10:00 p.m.

[Signature]  
Applicant Signature

3/12/18  
Date

Internal Use Only

Reviewed and approved on: \_\_\_\_\_ By: \_\_\_\_\_

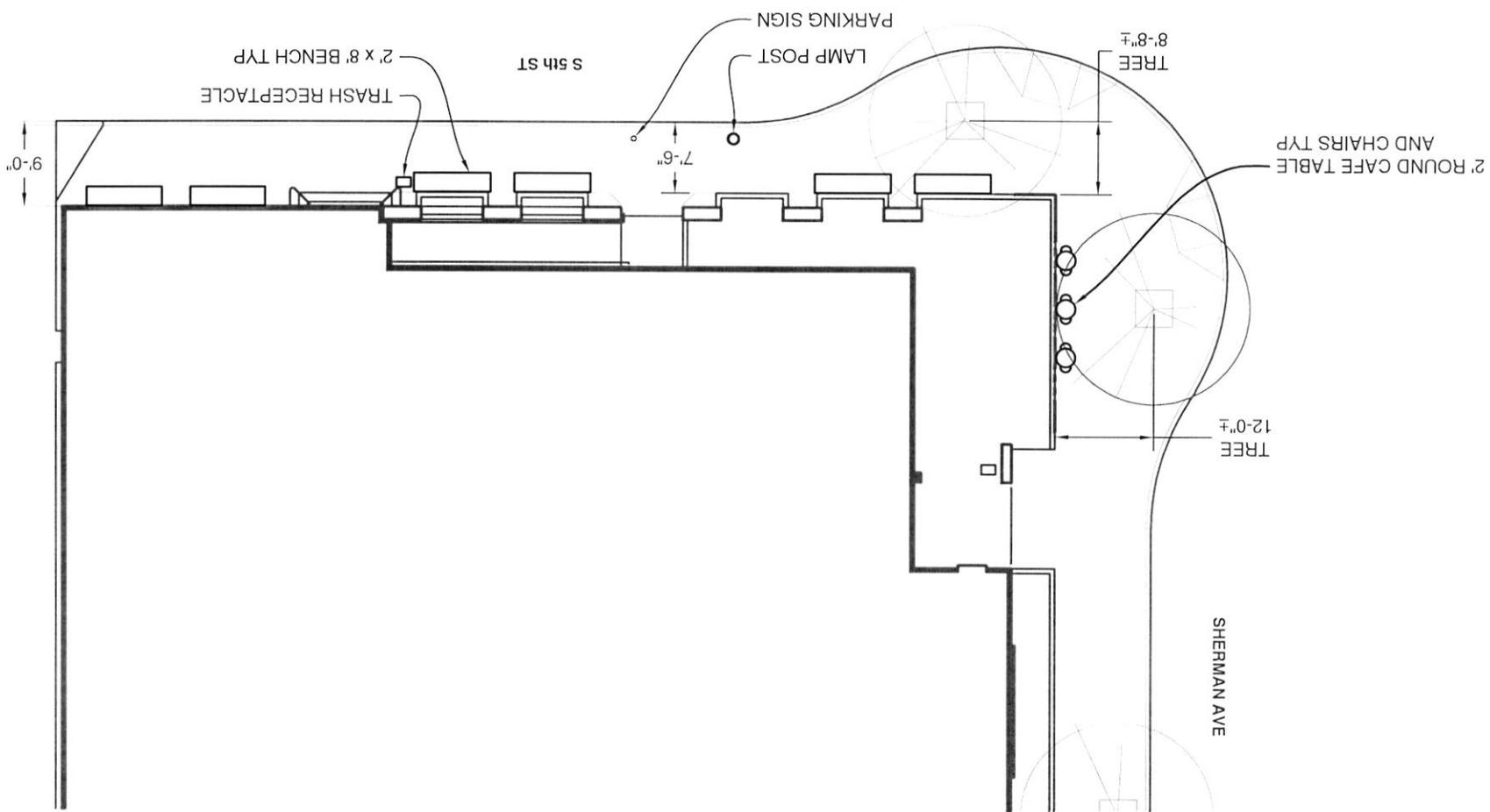
Issued By: \_\_\_\_\_ Date: \_\_\_\_\_

Conditions: \_\_\_\_\_

Denied due to: \_\_\_\_\_

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

OUTDOOR SEATING PLAN FOR:  
EVANS BROTHERS COFFEE ROASTERS  
504 E SHERMAN AVE  
COEUR D'ALENE, ID 83814



RESOLUTION NO. 18-015

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED CONTRACTS OF THE CITY OF COEUR D'ALENE, INCLUDING APPROVAL OF A COOPERATIVE FUNDING AGREEMENT WITH THE CITY OF HAYDEN AND CITY OF DALTON GARDENS FOR THE 2018 CHIP SEAL PROJECT, AND APPROVAL OF AN PURCHASE AGREEMENT WITH NORTHWEST GRADING, INC., FOR +/- 100,000 CUBIC YARDS OF STRUCTURALLY SUITABLE USED SOIL MATERIAL.

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

- A) Approval of a Cooperative Funding Agreement with the City of Hayden and City of Dalton Gardens for the 2018 Chip Seal project; and
- B) Approval of an Purchase Agreement with Northwest Grading, Inc. for +/- 100,000 cubic yards of structurally suitable used soil material;

AND

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A" through "B" 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 20<sup>th</sup> day of March, 2018.

---

Steve Widmyer, Mayor

ATTEST

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

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

ROLL CALL:

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

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

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

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

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

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

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

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** March 12, 2018  
**FROM:** Tim Martin, Streets & Engineering Director  
**SUBJECT:** Cooperative Funding Agreement for the 2018 Chip Seal Project

---

**DECISION POINT:** Should the City Council to approve a Cooperative Funding Agreement (attached) between the City of Hayden, City of Dalton Gardens, and the City of Coeur d'Alene for the 2018 Chip Seal Project?

**HISTORY:** This is the third year of the City of Coeur d'Alene's Chip Seal program (see attached for locations). Our consultant, Welch Comer Engineering, is tasked with the design, bid, and construction phase services for all the participating municipalities with one exception: the City of Coeur d'Alene will be managing the construction phase for our locations.

**FINANCIAL ANALYSIS:** The Chip Seal program is a part of the City of Coeur d'Alene's Overlay program and is a budgeted item. The budget amount for the chip seal program is approximately \$730,000.00. The City of Coeur d'Alene is partnering with the other cities as a cost saving measure. The City of Coeur d'Alene will be the lead and will coordinate with the other city participants.

**PERFORMANCE ANALYSIS:** Approving this Cooperative Funding Agreement for the Chip Seal Program will provide clarity for all parties and provide the terms of the funding, work performed, and the management of the project. The Project will begin in late July or August.

**RECOMMENDATION:** Council should approve the Cooperative Funding Agreement between the City of Hayden, City of Dalton Gardens, and the City of Coeur d'Alene for the 2018 Chip Seal Project.

## COOPERATIVE FUNDING AGREEMENT

This Agreement made and entered into this 20<sup>th</sup> day of March, 2018, is by and between the City of Coeur d'Alene, a municipal corporation of the State of Idaho, (hereinafter "Coeur d'Alene"), whose address is 710 East Mullan Avenue, Coeur d'Alene, Idaho 83814, the City of Dalton Gardens, a municipal corporation of the State of Idaho, (hereinafter "Dalton Gardens"), whose address is 6360 North Fourth Street, Dalton Gardens, Idaho 83815, and the City of Hayden, a municipal corporation of the State of Idaho, (hereinafter "Hayden") whose address is 8930 N Government Way, Hayden, Idaho 83854.

WHEREAS, each City plans and implements annual preventative maintenance activities on its transportation system by installing surface treatments as part of the "2018 Chip Seal Project" (hereinafter "Project") and more specifically described as follows:

### Coeur d'Alene

<b><i>Road Name and Limits</i></b>	<b><i>Proposed Work Description</i></b>
Bentwood Park Subdivision	¼" chip seal
Echo Glenn Subdivision	¼" chip seal
Canfield Park Subdivision	¼" chip seal
E. Shadduck, 15 <sup>th</sup> to N. Sutters Way	¼" chip seal
Cumberland Meadows Subdivision	¼" chip seal
Ironwood, Government Way to Northwest Blvd (including 150' each direction at intersection with NW Blvd)	Double shot ½" and 3/8" chip seal
Thomas Lane, 15 <sup>th</sup> to City limits	¼" chip seal
17 <sup>th</sup> , Satre Avenue to April Elaine Avenue	¼" chip seal
18 <sup>th</sup> , Satre Avenue to cul-de-sac	¼" chip seal
19 <sup>th</sup> , Nettleton Gulch to Thomas Lane	¼" chip seal
April Elaine Avenue	¼" chip seal
E. Mary Lane	¼" chip seal
Pine Hill Circle	¼" chip seal
Pine Hill Place	¼" chip seal
21 <sup>st</sup> Place	¼" chip seal

### Hayden

<b><i>Road Name and Limits</i></b>	<b><i>Proposed Work Description</i></b>
4th, Prairie to Honeysuckle	3/8" chip seal
Gov't Way, Miles to Wyoming	3/8" chip seal
Maple, Honeysuckle to Wyoming	3/8" chip seal
Warren, Wyoming to Lancaster	3/8" chip seal
Tracey	3/8" chip seal
Buckles, Warren to Reed	3/8" chip seal
Carisa	3/8" chip seal
Reed, Wyoming to Buckles	3/8" chip seal
Peachtree Drive	3/8" chip seal
Jonathan Ave	3/8" chip seal
Bartlett	3/8" chip seal

## Dalton Gardens

<b>Road Name and Limits</b>	<b>Proposed Work Description</b>
Woodland	1/4" chip seal
16 <sup>th</sup> , Wilbur to Woodland	1/4" chip seal
Totten	1/4" chip seal
Snowberry	1/4" chip seal
Wilbur, 15 <sup>th</sup> to Mulholland	1/4" chip seal
15 <sup>th</sup> , Deerhaven to City Limits	1/4" chip seal

; and

WHEREAS, Coeur d'Alene, Dalton Gardens, and Hayden let commercial bids and contract with private commercial entities to install surface treatments; and

WHEREAS, Coeur d'Alene, Dalton Gardens, and Hayden wish to work cooperatively, combining surface treatment contract bids to realize economy of scale with regard to commercial contract quantities in accordance with Idaho Code section 67-2807; and

WHEREAS, Coeur d'Alene, Dalton Gardens, and Hayden agree that this Process will benefit all parties; and

WHEREAS, Coeur d'Alene, Dalton Gardens, and Hayden agree to pay their respective share of costs for the work items associated with the surface treatments identified for each route in the commercial contract documents.

WHEREAS, Coeur d'Alene, Dalton Gardens, and Hayden will agree to the acceptance criteria in the Contract Documents so that consistency in determining acceptable or unacceptable work is clear to contractor during construction.

NOW THEREFORE, this cooperative agreement is entered into between Coeur d'Alene, Dalton Gardens, and Hayden to address the terms of the funding, work, and the management of the Project.

1. Duties of Coeur d'Alene:
  - a. Coeur d'Alene will coordinate with Dalton Gardens and Hayden to review and reasonably alter the contract documents to mutual satisfaction.
  - b. Coeur d'Alene will not advertise the bid until Dalton Gardens and Hayden concur with the acceptability of the contract documents in writing.
  - c. Coeur d'Alene will pay to advertise the project for bids in the paper and invoice the Cities of Dalton and Hayden, which will each be responsible for 1/3 of the cost to advertise.
  - d. Coeur d'Alene will competitively bid the commercial contract for surface treatments by each party for their respective routes, in accordance with Idaho Code section 67-2805. Once the bids have been opened, but prior to the award of the bid, Coeur d'Alene will review the bids to determine if the bids are within reasonable financial expectations.
  - e. Coeur d'Alene will provide the bids to Dalton Gardens and Hayden and will not award the bid until Dalton Gardens and Hayden concur, in writing, to the recommendation of award.
  - f. Coeur d'Alene will award the surface treatment contract, execute the agreement with the contractor, administer the contract and manage the project.

2. Duties of Dalton Gardens and Hayden:
  - a. Dalton Gardens and Hayden will pay contract costs associated with the surface treatments on their routes.
  - b. Dalton Gardens and Hayden will pay for development of their respective share of the contract documents separately through separate contracts.
  - c. Dalton Gardens and Hayden will pay for their respective share of construction inspection of surface treatment installation through separate contracts.
  - d. Dalton Gardens and Hayden each will reimburse Coeur d'Alene for 1/3 of the cost to advertise the project in the paper.
  - e. Dalton Gardens and Hayden will pay Coeur d'Alene a lump sum amount equal to the bid price for the respective Dalton Gardens and Hayden portions of the Project after the bid opening and prior to the Award of the Contract. Within 60 days of the substantial completion of the Project, Coeur d'Alene will coordinate with Dalton Gardens and Hayden individually to determine if financial adjustment is necessary and settle each respective account accordingly.
  - f. If either Dalton Gardens or Hayden fail to provide payment to Coeur d'Alene for their portions of the contract costs, the respective quantities will be removed from the contract and any increase in unit prices due to the Contractor because of the reduction in overall quantity will be borne by the party or parties whose actions caused the increase in unit prices.
  - g. Dalton Gardens and Hayden agree to be bound by the terms and conditions of the contractor agreement as if they executed the agreement.
  
3. Upon completion of the work and acceptance by each party of the work within its own jurisdiction, each party shall be responsible for the future maintenance of those routes receiving surface treatments that are within that party's jurisdiction.
  
4. This agreement shall be in effect upon its execution by all parties and shall remain in effect until the expiration of the Project warranty.

**City of Coeur d'Alene**

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

ATTEST:

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

**City of Dalton Gardens**

\_\_\_\_\_  
Steve Roberge, Mayor

ATTEST:

\_\_\_\_\_  
Valerie Anderson, City Clerk

**City of City of Hayden**

\_\_\_\_\_  
Steve Griffiths, Mayor

ATTEST:

\_\_\_\_\_  
Abbi Landis, City Clerk

**CITY COUNCIL  
STAFF REPORT**

DATE: MARCH 15, 2018

FROM: TROY TYMESEN, CITY ADMINISTRATOR

RE: APPROVAL OF A PURCHASE AGREEMENT WITH NORTHWEST  
GRADING, INC.

---

**DECISION POINT:** To approve the purchase agreement with Northwest Grading, Inc.

**HISTORY:** At the February 20 2018 City Council Meeting, the Council approved funding for (1) Structural Soil Import, (2) Shoreline Stabilization permitting and grant applications, and (3) Soil Exploration Partnership with IDEQ Brownfields, and partner with ignite CDA to contract with NW Grading to purchase the I-90 fill material (\$420,000). As you may recall the fill will be placed at the Atlas waterfront property. This purchase agreement formalizes the purchase of the fill.

**FINANCIAL:** Council has authorized \$420,000 for this action item.

**DECISION POINT/RECOMMENDATION:** To approve the purchase agreement with Northwest Grading, Inc.

## Purchase Agreement

THIS AGREEMENT is made and entered into this 20<sup>th</sup> day of March, 2018, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "City," and NORTHWEST GRADING, INC., a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 6960 N. 4<sup>th</sup> Street, Dalton Gardens, Idaho, hereinafter referred to as the "Seller."

1. **Statement of Work:** The City shall purchase from the Seller +/- 100,000 cubic yards of structurally suitable used soil material, described in the American Geotechnics July 2016 I-90 NW Blvd to Sherman Ave. geotechnical report, from the I-90 roadway excavation. As part of the purchase price, the Seller will place the soil on a properly prepared location, as determined by the Engineer, at the Atlas Site, generally shown on **attachment A**, to the lines and grades provided by the Engineer and compacted to 95% of the modified proctor. The Seller will provide, at no cost to the City, all erosion control measures necessary to satisfy the SWPPP and Kootenai County Site Disturbance Permit and all other necessary measures, including construction water for soil compaction and dust control, site security, installation and removal of temporary paved access off of the new Seltice Way pavement, traffic control and other necessary items to complete the delivery of the soil. The Seller will coordinate with Welch, Comer & Associates, Inc., hereinafter referred to as the "Engineer," for compaction testing and surveying by the Engineer.
2. **Quantity:** The total purchase quantity will be based on the Engineer's topographic surface before any soil materials are placed and compacted and the final topographic surface once all the fill has been placed and compacted. The Engineer will complete three interim topographic surveys for the basis of partial payment requests.
3. **Time of Delivery:** Work necessary to prepare for delivery of the soil will start on or about March 15, 2018, or when the permits have been issued, and delivery be complete on or about August 15, 2018.
4. **Amount of Contract:** The City agrees to pay the Seller for the soil at the rate of Four and 20/100 Dollars (\$4.20) per cubic yard, in place. The City further agrees to pay the Seller Forty-two Thousand and No/100 Dollars (\$42,000.00) when the preparations of the site for delivery have been completed, which amount shall be credited against the cost of the soil.
5. **Indemnification and Insurance:** The Seller shall indemnify, defend, save and hold harmless the City from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by the Seller, its servants, agents employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of the City or its employees. In addition, the Seller

shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless the City; and if the City becomes liable for an amount in excess of the insurance limits, herein provided, the Seller covenants and agrees to indemnify and save and hold harmless the City from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. The Seller shall provide the City with a Certificate of Insurance, or other proof of insurance evidencing the Seller's compliance with the requirements of this paragraph and file such proof of insurance with the City. Additionally, the Seller shall have and maintain during the life of this contract, statutory Worker's Compensation, regardless of the number of employees, or lack thereof, to be engaged in the work related to the sale of the soil under this agreement in the statutory limits as required by law. In case any such work is sublet, the Seller shall require the Subcontractor provide Worker's Compensation Insurance for all employees. Proof of insurance must be provided to the City prior to the start of work.

Proof of all insurance shall be submitted to City of Coeur d'Alene City, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814

6. **Independent Vendor**: In all matters pertaining to this agreement, the Seller shall be acting as an independent vendor, and neither the Seller, nor any officer, employee or agent of the Seller will be deemed an employee of the City for purposes of any work related to the sale of the soil.
7. **Method of Payment**: The Seller will invoice the City by the 5<sup>th</sup> day of the month for soil delivered in the previously month. Payment will be made on the Wednesday following the third Tuesday of each month, provided an invoice is timely submitted.
8. **Notices**: Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

**CITY**

City of Coeur d'Alene  
City Clerk's Office  
710 E. Mullan Avenue  
Coeur d'Alene Id. 83814

**VENDOR**

NORTHWEST GRADING, INC.  
Address: 6960 N. 4<sup>th</sup> Street  
Dalton Gardens, Id. 83814

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

9. **Time is of the Essence**: The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.
10. **Force Majeure**: Any delays in or failure of performance by the Seller shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of the Seller, including but not limited to, acts of God; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of the Seller. In the event that any event of force majeure as herein defined occurs, the Seller shall be entitled to a reasonable extension of time for delivery under this Agreement.
11. **Assignment**: It is expressly agreed and understood by the parties hereto, that the Seller shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of the City.
12. **Discrimination Prohibited**: The Seller shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or physical disability with respect to the work to be performed and the product to be sold under this Agreement.
13. **Reports and Information**: At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Agreement.
14. **Audits and Inspections**: At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Seller's records with respect to all matters covered by this Agreement. The Seller shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
15. **Compliance with Laws**: In performing the scope of services required hereunder, the Seller shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

16. **Termination for Cause:** If, through any cause, the Seller shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Seller shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Seller of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this Agreement is terminated for cause the Seller shall be entitled to receive just and equitable compensation for any soil delivered at the time of the notice
17. **Termination for Convenience of City:** The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to the Seller. If the Agreement is terminated by the City as provided herein, the Seller will be paid for the soil delivered, less payments previously made.
18. **Vendor to Pay or Secure Taxes:** The Seller in consideration of securing this Agreement agrees: 1) to pay promptly when all taxes due (other than on real property), excises and license fees due the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing in accordance with conditions of this Agreement, whether or not the same shall be payable at the end of such term; 2) that if said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon the the Seller's property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and; 3) that, in the event of default in the payment or securing of such taxes, excises, and license fees, that City may withhold from any payment due the Seller hereunder the estimated amount of such accrued taxes, excises and license fees for the benefit of all taxing units to which said the Seller is liable. Notwithstanding the foregoing, the sale contemplated by this Agreement shall not be subject to sales tax.
19. **Severability:** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
20. **Entire Agreement:** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
21. **Applicable Law:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Coeur d'Alene.

22. **Guarantee:** The Seller guarantees their product will meet or exceed the minimum specifications set forth in their proposal. If the City finds that the product delivered does not conform to these specifications, the Seller will be required, at their expense, to make all corrections necessary to bring the unit into compliance.

IN WITNESS WHEREOF, the City and the Seller have executed this Agreement as of the date first above written.

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

**NORTHWEST GRADING, INC.**

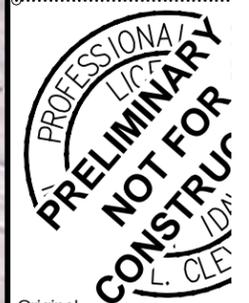
By: \_\_\_\_\_  
Steve Widmyer, Mayor

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

**ATTEST:**

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

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 Welch-Comer & Associates  
 This document, and ideas and design  
 herein, as an instrument of profession  
 property of Welch-Comer & Associat  
 not to be used in whole or in part for  
 without the written authorization of W  
 Associates, Inc.



Original  
 Signed by:  
 Date Original Signed:  
 Original stored at Welch Comer & As  
 350 E. Kathleen Ave, Coeur d'Alen

**WELCH-COMER**  
 ENGINEERS | SURVEYORS

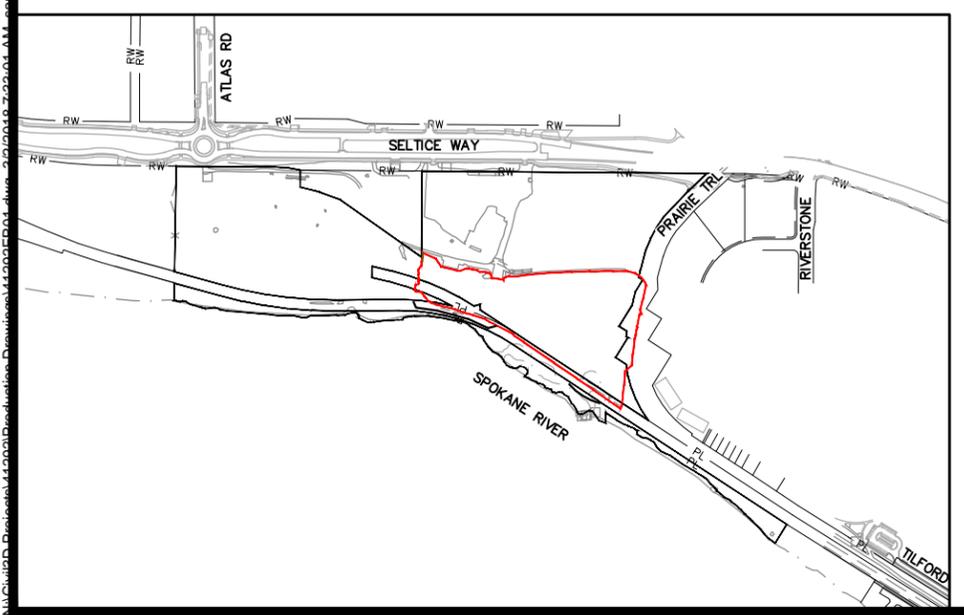
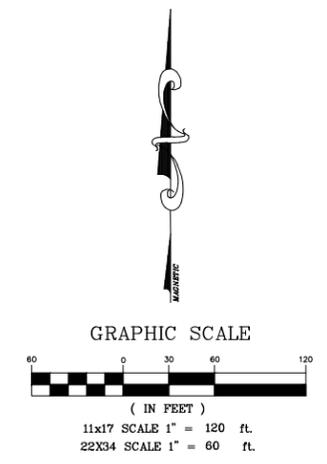
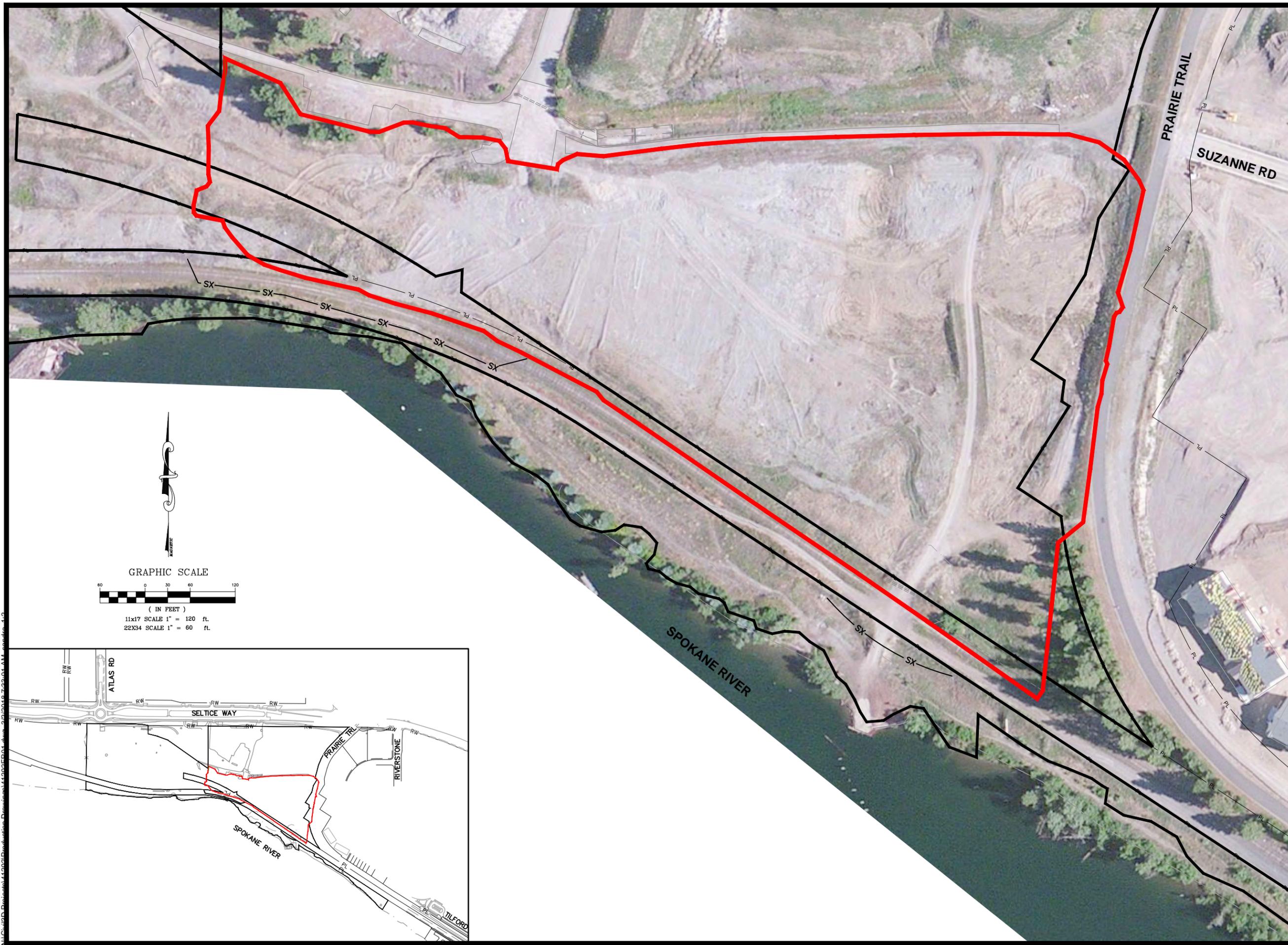
www.welchcomer.com  
 350 E. Kathleen Ave.  
 Coeur d'Alene, ID 83815

208-664-9382  
 (toll free) 877-815-5672  
 (fax) 208-664-5946

NO.	DATE	REVISION DESCRIPTION	BY

CITY OF COEUR D'ALENE  
**ATLAS  
 WATERFRONT**

PROJ NO:  
 DESIGNED BY:  
 DRAWN BY:  
 CHECKED BY:  
 DWG NAME: 41292E  
 DATE: 0  
 SHEET NO:



# ANNOUNCEMENTS

# Memo to Council

DATE: March 14, 2018

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the March 20 Council Meeting:

---

KATHERINE HOYER                      CDA TV COMMITTEE  
(Representing Panhandle Health District)

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

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Renata McLeod, Municipal Services Director

OTHER BUSINESS

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**Date:** March 12, 2018  
**From:** Bill Greenwood, Parks & Recreation Director  
**SUBJECT:** DAVIS ENTERPRISES, INC., AGREEMENT

---

**DECISION POINT:** Should the City Council approve an exclusive three-year agreement with Davis Enterprises, Inc., for the summer Live at Five Concert series on Wednesdays at McEuen Park.

**HISTORY:** This last summer on Wednesdays Davis Enterprises held 13 Live at Five Concerts at McEuen Park. These concerts were well attended and received good reviews from our staff and the public alike.

**FINANCIAL ANALYSIS:** We do not have any financial outlay for the concert series. Live at Five will pay \$500 per concert during this concert series, which will pay for all facility use costs including staff overtime. For the three large concerts that are identified in the agreement, the City will receive an additional \$3 per ticket sold.

**PERFORMANCE ANALYSIS:** Attached is the agreement for the Live at Five Concert series. The agreement spells out the responsibilities, expectations, and responsibilities for Davis Enterprises and the City. With this success of the concert series, the parks department is comfortable with entering into an agreement. Davis Enterprises is required to comply with all applicable laws and regulations, including Police, Fire, and Health, pursuant to section 13 of the agreement.

**DECISION POINT:** Council should approve the three-year agreement with Davis Enterprises, Inc., for the Live at Five Concert series at McEuen Park.

RESOLUTION NO. 18-016

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN EXCLUSIVE WEEKLY CONCERT SERIES AGREEMENT WITH DAVIS ENTERPRISES, INC., FOR "LIVE AFTER FIVE" EVENTS AT MCEUEN PARK.

WHEREAS, the Public Works Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Exclusive Weekly Concert Series Agreement, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an Exclusive Weekly Concert Series Agreement with Davis Enterprises, Inc. for "Live After Five" events at McEuen Park, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 20<sup>th</sup> day of March, 2018.

\_\_\_\_\_  
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 MCEVERS Voted \_\_\_\_\_

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

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

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

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

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

## EXCLUSIVE WEEKLY CONCERT SERIES AGREEMENT

THIS EXCLUSIVE WEEKLY CONCERT SERIES AGREEMENT, made and entered into this 20<sup>th</sup> day of March, 2018, 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 the "City," and DAVIS ENTERPRISES, Inc., an Idaho corporation with its principal place of business at 3578 East Fernan Terrace, Coeur d'Alene, Idaho 83814, hereinafter called "Davis Enterprises,"

### WITNESSETH:

WHEREAS, Davis Enterprises owns and operates "Live After Five", which will be held at McEuen Park (the "Park").

WHEREAS, Davis Enterprises' Live After Five may include, but will not be limited to, arts and craft vendors, alcohol vendors, food vendors, and entertainers.

WHEREAS, Davis Enterprises' Live After Five is an exclusive weekly concert series held during the summer on Wednesday evenings at the Park.

WHEREAS, Davis Enterprises may begin setting up for the event as early as 8:00 a.m. each Wednesday morning and the event may be open to the public each Wednesday afternoon by 5 p.m.

WHEREAS, this Agreement is for 2018 through 2020, and is renewable for an additional three year period at the conclusion of the 2020 season upon the request of Davis Enterprises; and

WHEREAS, three of Davis Enterprises' Live After Five concerts in 2018 will be ticketed events with a maximum occupancy of 6,000 attendees. For these ticketed concerts Davis Enterprises may begin setting up in the Park on Tuesdays at 8:00 a.m. and have until Thursdays at 5:00 p.m. for tear down. Future years for big concerts may be negotiated contingent upon the performance of the 2018 shows.

NOW, THEREFORE, IT IS AGREED that, for and in consideration of the covenants and agreements set forth herein, Davis Enterprises is awarded this Agreement according to the terms set forth herein and under the penalties expressed herein.

Section 1.     Recitals Incorporated and Definition: The parties agree the Recitals set forth above are accurate and are hereby incorporated as part of this Agreement. For purposes of this Agreement, the parties agree that the term "employee" shall include board members of Davis Enterprises, subcontractors, and any volunteers that would assist them during the event.

Section 2.     Community Relations: Davis Enterprises agree they, their employees and/or subcontractors will be courteous and informed about the community and will assist with questions from tourists and other Park users.

Section 3.     Appropriate Attire: Davis Enterprises agrees its employees and/or subcontractors shall be appropriately dressed in either an approved T-shirt or polo shirt with identifying logo. Approval must be received from the Parks & Recreation Director. The Parks & Recreation Director’s approval will not be unreasonably withheld. This requirement does not apply to entertainers, food vendors, arts and craft vendors, and alcohol vendors.

Section 4.     Staffing: Davis Enterprises agrees the event will be staffed by at least six employees and/or subcontractors at all times.

Section 5.     Health Permit: Davis Enterprises agrees that all food vendors are to obtain a health permit as required by law for a food concession that may be part of the event. The permit must be placed in a conspicuous place on the concession. The permit number must correspond to the number on the trailer. The intentional or reckless failure of Davis Enterprises to require all food vendors to obtain the required health permit may result in the City denying Davis Enterprises a permit for one or more events. The purpose of the permit is to protect the public.

Section 6.     Food: Davis Enterprises may allow the sale of all foods within the scope of the health permit.

Section 7.     Non-food Items: Davis Enterprises agrees to review all requests for items to be sold at the event and not allow items that may be deemed to be dangerous or illegal.

Section 8.     Waiver: Davis Enterprises understands and agrees that, during the term of this agreement, the City or agents of the City may commence projects or may need to undertake unforeseen or emergency repairs involving downtown public properties, including the Park and/or its amenities, that may require the City to cancel one or more concerts, pursuant to the notice provision in Section 20 below entitled “Notice.” In such event, the City will make every reasonable effort to determine an alternate venue for the event or concert(s) affected thereby. Davis Enterprises specifically waives any claim as to lost profits or business interruption, or consequential damages, while such work is being performed.

Section 9.     Negligent or Wrongful Act: Davis Enterprises agrees 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 Davis Enterprises, its agents, employees, or subcontractors. Davis Enterprises further agrees, at Davis Enterprises’ sole cost, to defend the City against all claims arising out of this Agreement, including any claims resulting from the operation of Davis Enterprises events or in connection with the negligent or wrongful acts, errors and omissions of Davis Enterprises, its agents or employees.

Section 10. Site Specifications: Davis Enterprises agrees to the following site specifications,

- A. Arts and craft booth size is 10 ft. X 10 ft.
- B. Heat source: propane or whisper quiet generator.
- C. Electricity is available but must be arranged by the Parks & Recreation Department at least 30 days prior to an event.
- D. Cooling source: battery, ice, propane, or whisper quiet generator.
- E. All food concessions must be self-contained. Ice chests, canisters, etc., cannot be stored next to cart.
- F. All food concessions must be maintained according to Panhandle Health sanitation standards throughout the event.
- G. Food concession booth size is 10 ft. X 20 ft.
- H. Davis Enterprises and all vendors are responsible for cleanup of their area prior to and after the event.

Section 11. Term: The City shall grant an event permit to Davis Enterprises for every Wednesday, except July 4, 2018, beginning the first Wednesday in June and ending the first Wednesday of September, for events to be held in McEuen Park for the years 2018, 2019, and 2020 (the “Initial Term”). At the conclusion of the Initial Term, Davis Enterprises may, at its option, renew this Agreement for an additional period of three (3) years, for the years 2021, 2022, and 2023 (the “Renewal Term”). The Initial Term and the Renewal Term are collectively referred to as the “Term.”

Section 12. Consideration: Davis Enterprises shall, in consideration of the permit to operate and maintain said event at the Park, pay the Parks & Recreation Department Five Hundred Dollars (\$500.00) per concert (the “Permit Fee”), and, for the three big ticketed shows, an additional impact fee of \$3 per ticket sold. The Permit Fee includes Park use, staff time, and required alcohol permit; aside from those charges and fees referenced in this Agreement, no other fees or charges shall be due. The permit fee must be paid in full within 30 days before the first event each year. The additional impact fee collected per ticket will be held in escrow by the ticketing company and paid to the Parks & Recreation Department upon completion of the event.

Section 13. Other Laws: Davis Enterprises agrees that in its exercise of its rights and performance of its duties under this Agreement it shall comply with all local, state, and federal laws, statutes, rules and regulations, including agency rules and regulations that may apply to Davis Enterprises’ use of the Park. As a part of this Agreement, the City shall disclose all local laws that pertain to Davis Enterprises’ use of the Park under this Agreement.

Section 14. Fire Protection: All tents, canopies or membrane structures must be certified flame resistant where food is being prepared and all food vendors must have a fire extinguisher and comply with the Coeur d'Alene Fire Department Permit for Temporary Tents and other Membrane Structures. An annual \$100 Fire Department inspection fee will be charged to Davis Enterprises for booth inspections, including food and non-food booths.

Section: 15. Glass Containers: Davis Enterprises agrees not to dispense drinks in glass containers.

Section 16. Non-transferable: Davis Enterprises also agrees and understands this Agreement cannot be transferred to another host/sponsor without permission of the City.

Section 17. Parking: Davis Enterprises agrees to park in lawfully designated parking spaces. With the exception of three approved vehicles neither Davis Enterprises nor its agent (s) shall park vehicles adjacent to the concessions, arts and craft booths, or entertainment areas for longer than 90 minutes; PROVIDED, this restriction shall not apply to food trucks or display vehicles operating for purposes of a concert.

Section 18. Event Information: Davis Enterprises agrees it will meet with the Parks & Recreation Department at least 60 days prior to the first event in each calendar year, and at other times as may be requested by the Parks & Recreation Department, to review access for the vendors, entertainers, site layout, and any potential changes in the event venue. Access generally relates to vehicle access prior to the event for setting up and taking down. Specific access points will be identified and monitored by the Parks & Recreation Department so the event does not cause unnecessary damage or wear and tear to the Park. Davis Enterprises will meet with the Parks & Recreation Department at least one week before the first event in each calendar year to review final details.

Section 19. Forfeiture of Permit: It is understood that time is of the essence and, should Davis Enterprises fail to perform any of the material covenants herein required of it, the City may declare the permit forfeited. However, before declaring such forfeiture, the City shall notify Davis Enterprises in writing of the particulars in which the City deems Davis Enterprises to be in default and Davis Enterprises will have seven (7) days to remedy the default.

Section 20. Notice: Any notice, including notice of default resulting from failure to perform, shall be made in writing and delivered via Certified United States Mail addressed to Davis Enterprises at the address above, with proper postage affixed; notice shall be deemed received upon actual receipt by Davis Enterprises. 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).

Section 21. Confidentiality: The City acknowledges it may have access to Davis Enterprises' business information, strategies, and concert schedules ("Confidential Information"). The City agrees

that its access to Davis Enterprises' Confidential Information will be used only for permitting and scheduling purposes. All such information will be treated in a strictly confidential manner and will only be disclosed to City employees or contractors on a need to know basis. The City further agrees that it shall not disclose Davis Enterprises' Confidential Information to any third party.

Section 22. Exclusivity: The City agrees that during the Term of this Agreement, Davis Enterprises shall have the sole and exclusive right to produce and host a weekly concert series in McEuen Park on Wednesday evenings. Nothing herein shall prevent the City from permitting a one-time event, including a concert, to be held in McEuen Park other than on a Wednesday from June through the first week in September. Further, nothing herein shall prevent the City from permitting regular or weekly events in McEuen Park, other on Wednesday evenings, which are not concerts, which are community events sponsored by the City or a non-profit organization, or which otherwise do not conflict with Davis Enterprises' use of the Park.

Section 23. Entire Agreement: This document constitutes the entire agreement between the parties with respect to Property and may not be amended or otherwise modified except by the express written agreement of the parties. Any future agreements between the parties related to Davis Enterprises' use of the Park shall be incorporated as addenda to this Agreement.

Section 24. Attorney Fees: If any party commences an action to enforce any term or condition of this Agreement, the prevailing party to such action shall be entitled to recover a reasonable additional sum as and for its attorney's fees and costs, said sum to be fixed by a court of competent jurisdiction.

Section 25. Governing Law, Jurisdiction, and Venue: This Agreement shall be interpreted under the laws of the State of Idaho. Any action to enforce or interpret any provision of this Agreement shall be commenced and completed in the First Judicial District, District Court in Kootenai County, Idaho. Each party specifically submits themselves to the jurisdiction to said Court and waives any objection to venue.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d' Alene have executed this Agreement on behalf of said City, and Davis Enterprises have caused the same to be signed, the day and year first above written.

CITY OF COEUR D'ALENE  
KOOTENAI COUNTY, IDAHO

DAVIS ENTERPRISES, INC.

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

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

ATTEST:

ATTEST:

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

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

**CITY COUNCIL  
STAFF REPORT**

**DATE:** March 20, 2018

**FROM:** Monte McCully, City of Coeur d'Alene Trails Coordinator

**SUBJECT:** **Seal Coating/Repair Centennial Bid Acceptance and Contract approval**  
*(action required)*

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**DECISION POINT:**

The Coeur d'Alene Parks Department is requesting City Council approve the bid and Contract with PSP Enterprises, Inc. for the 2018 Centennial Trail Sealcoat and Repair Project.

**HISTORY:**

Together the City of Coeur d'Alene, City of Post Falls, Kootenai County and the Centennial Trail Foundation agreed to apply for a grant to fix and sealcoat the Centennial Trail. The City applied for the grant through the state of Idaho and was awarded the Recreational Trails Program grant. A bid opening was held on March 15<sup>th</sup> and one bid was received. Staff has determined the bid from PSP Enterprises, Inc. in the amount of \$200,000 was a responsive bid and recommends entering into a Contract with PSP Enterprises Inc.

**FINANCIAL ANALYSIS:**

The total amount of money available for the project is \$209,000 and this bid came in under that amount at \$200,000. The funds for the Centennial Trail project will come from the following sources:

Joint Powers:	\$50,000.00
North Idaho Centennial Trail Foundation:	\$12,000.00
RTP (Recreation Trails Grant State/Federal)	<u>\$147,000.00</u>
Total:	\$209,000.00

**PERFORMANCE ANALYSIS:**

The combined effort of the agencies and the trail foundation is to protect and preserve the trail by combining their collective resources to accomplish the task. The City of Coeur d'Alene has applied for the grant, and will administer the grant and the contract work. Staff will monitor the work and forward payment requests on to the Joint Powers Board for progress payments.

**DECISION POINT/ RECOMMENDATION**

To approve the bid and Contract with the PSP Enterprises, Inc. bid for the 2018 Centennial Trail Sealcoat and Repair Project.

RESOLUTION NO. 18-017

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF PSP ENTERPRISES, INC., FOR THE 2018 CENTENNIAL TRAIL SEALCOAT AND REPAIR PROJECT.

WHEREAS, the City heretofore duly advertised invitation for bids for the 2018 Centennial Trail Sealcoat and Repair project in Coeur d'Alene, Idaho, and said bids were opened as provided in said advertisement in the office of the City Clerk at 11:00 a.m., on Thursday, the 15<sup>th</sup> day of March, 2018, and the lowest responsible bid received was that of PSP Enterprises Inc., in the amount of Two Hundred Thousand Dollars and no/100's (\$200,000.00), and it is in the best interests of the City of Coeur d'Alene and the citizens thereof that said bid be accepted;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the bid of PSP Enterprises, Inc., in the amount of \$200,000.00 for the 2018 Centennial Trail Sealcoat and Repair project be and the same is hereby accepted.

BE IT FURTHER RESOLVED that the City enter into a contract with PSP Enterprises, Inc. 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 contract provided that 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 contract on behalf of the City.

DATED this 20<sup>th</sup> day of March, 2018.

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Steve Widmyer, Mayor

ATTEST:

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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 MILLER Voted \_\_\_\_\_

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

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

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

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

## CONTRACT

THIS CONTRACT, made and entered into this 20<sup>th</sup> day of March, 2018, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**," and **PSP ENTERPRISES, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 6639 N. Mt. Carrol Street, Dalton Gardens, Idaho 83815, hereinafter referred to as "**CONTRACTOR**."

### WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for according to plans and specifications on file in the office of the City Clerk of said **CITY**, which plans and specifications are incorporated herein by reference.

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

The **CONTRACTOR** shall furnish and install barriers and warning signs to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of at least Five Hundred Thousand Dollars (\$500,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be at least that provided for under Idaho Code 6-924. A certificate of insurance providing at least thirty (30) days' written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

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

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed Two Hundred Thousand Dollars and no/100's (\$200,000.00).

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

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the above time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred and No/100 Dollars (\$1,500) per calendar day, which sums shall not be construed as a penalty.

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

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

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

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

The **CONTRACTOR** further agrees, in consideration of securing this contract, to comply will all the requirements of **Attachment 1**, which by this reference is incorporated herein.

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

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

The term "CONTRACT DOCUMENTS" means and includes the following:

- A) Advertisement For Bids
- B) Information For Bidders
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award
- J) Notice to Proceed
- K) Change Order
- L) General Conditions
- M) Technical Specifications
- N) Special Provisions
- O) Plans
- P) Addenda

No. \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_

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

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

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

**CONTRACTOR:**  
PSP Enterprises, Inc.

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

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

Its: \_\_\_\_\_

ATTEST:

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

## Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**1. Compliance with Regulations**

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**2. Non-discrimination**

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

**4. Information and Reports**

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

**5. Sanctions for Non-compliance**

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

**Incorporation of Provisions**

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

# PUBLIC HEARINGS

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** March 12 2018  
**FROM:** Mike Anderson, Wastewater Superintendent  
**SUBJECT:** Adoption of Modifications to Chapters 13.08 and 13.16, Coeur d'Alene Municipal Code for the Purpose of Establishing New Wastewater User Charges and Capitalization Fees

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**DECISION POINT:** Should the City Council adopt the proposed modifications to Chapters 13.08 and 13.16 of the Municipal Code for the purpose of establishing new wastewater user charges and capitalization fees? These modifications will establish the new wastewater user charges and capitalization fees for the five-year period from April 1, 2018, through March 31, 2023.

**HISTORY:** The new charges and fees will replace those defined in the January 2013 Comprehensive Wastewater Rate Study. The recent rate study by HDR Engineering was authorized by the City Council in October 2016 and has taken into account the numerous operational and capital improvements made to the wastewater collection, treatment and compost facilities during the past five years, as well as anticipated future expenditures. Particularly, the rate study has incorporated the extensive planning, design and construction costs that the City has incurred to meet the stringent discharge requirements of the National Pollutant Discharge Elimination System (NPDES) permit that was issued to the City in December 2014 by the United States Environmental Protection Agency (EPA).

**FINANCIAL ANALYSIS:** The proposed modifications will provide the revenue required for the continued efficient operation of the facilities and enable the City to meet the discharge permit requirements through the City's Advanced Wastewater Treatment Facility.

**PERFORMANCE ANALYSIS:** The rate study performed revenue requirement analysis, cost of service analysis, and rate design analysis to develop user rates and fees that adequately meet the wastewater utility's operating and capital expenses with revenues from customers. The study also addressed the fairness and equity of the current and proposed rates among the various customer classes.

**DECISION POINT/RECOMMENDATION:** Council should adopt the proposed modifications to Chapters 13.08 and 13.16 of the Municipal Code for the purpose of establishing new wastewater user charges and fees that will be effective April 1, 2018.

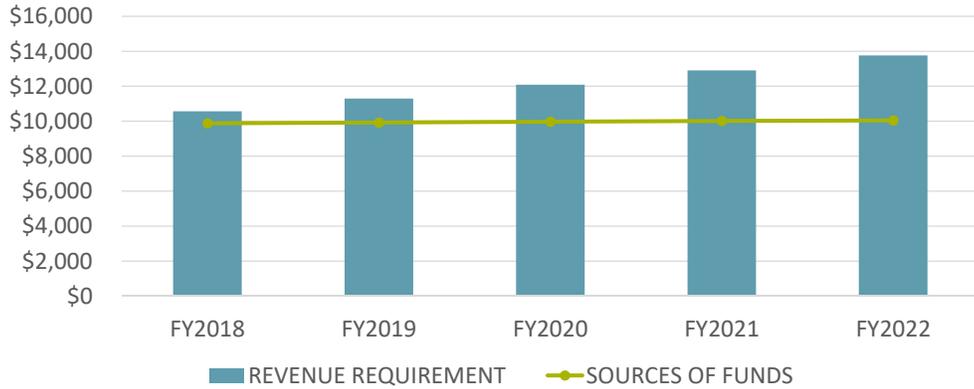
 <b>Wastewater Rate &amp; Capitalization Fee Studies</b> March 20, 2018		 City of Coeur d'Alene IDAHO
<b>Presented by:</b> HDR Engineering Inc. Shawn Koorn, Associate Vice President		

## Summary of the Rate Setting Process

 ↓	<b>Revenue Requirement</b> Compares the revenues of the utility to its expenses to determine the overall level of revenue adjustment
 ↓	<b>Cost of Service</b> Equitably allocates the revenue requirements between the various customer classes of service (rate schedules)
	<b>Rate Design</b> Design rates for each class of service to meet the revenue needs of the utility, along with any other rate design goals and objectives

2 

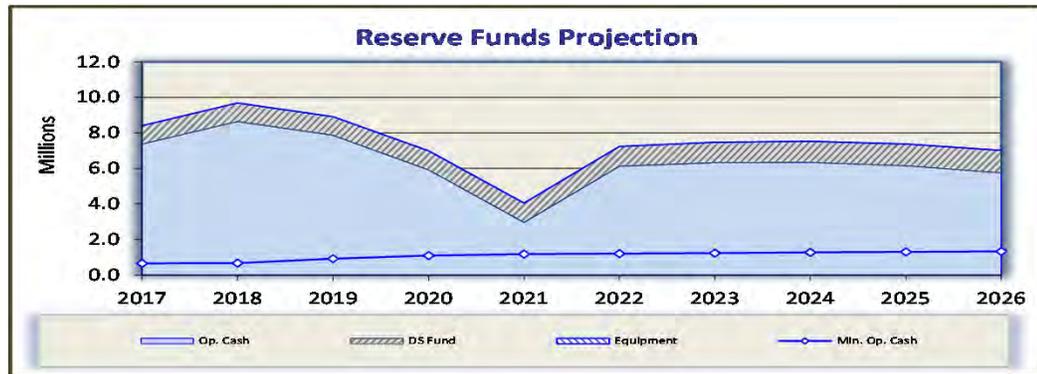
# Summary of the Revenue Requirement



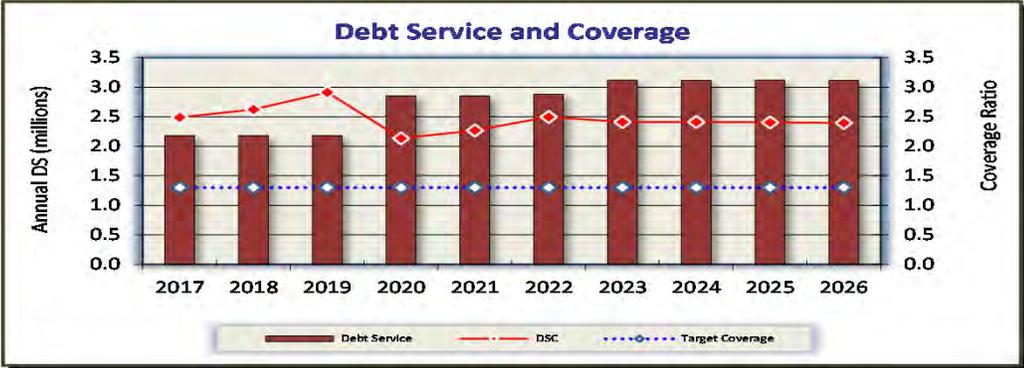
\* Sources of Funds Prior to Rate Adjustments



# Ending Reserve Fund Balances



# Debt Service Coverage Ratio



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# Cost of Service

## What is cost of service?

- Analysis to equitably allocate the revenue requirement to the various customer classes of service

## Why cost of service?

- Generally accepted as “fair and equitable”
- Avoids subsidies
- Revenues track costs
- Provides an accurate price signal

## Objectives of cost of service

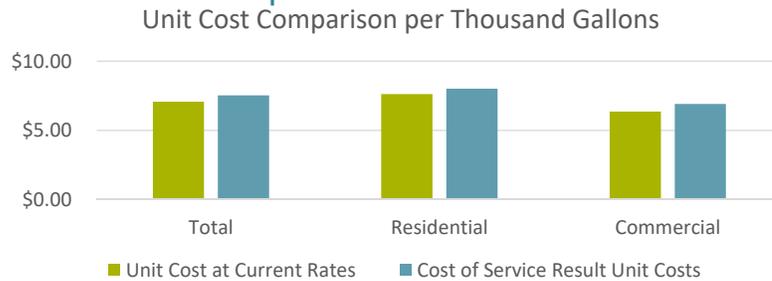
- Determine if subsidies exist
- Develop average unit costs for rate design

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## Cost of Service Considerations

- Allocated FY 2018/19 Expenses
- Costs of Service results indicate rate classes are within an acceptable variance to their costs of service.
  - Fernan Customers
    - Contractual Required



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## Current and Proposed Wastewater Rates

Customer	Code	Current	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
<b>Residential Rates</b>							
<u>Monthly Service Charges</u>							
Residential	SERS	\$35.65	\$37.98	\$40.46	\$43.10	\$45.91	\$48.82
Residential	SERV	10.95	11.66	12.43	13.24	14.10	14.99
Residential-Low	SERSL	15.50	16.51	17.59	18.74	19.96	21.23
Fernan-Residential	SERF	28.60	30.47	32.46	34.57	36.83	39.16
Duplex-One Meter	SERMF	71.30	75.95	80.91	86.19	91.82	97.64
<b>Commercial Rates</b>							
<u>Monthly Service Charges</u>							
Commercial-Low	CWCL	\$10.95	\$11.66	\$12.43	\$13.24	\$14.10	\$14.99
Commercial-Medium	CWCM	10.95	11.66	12.43	13.24	14.10	14.99
Commercial-High	CWCH	10.95	11.66	12.43	13.24	14.10	14.99
Fernan-Commercial	SENRO6	10.95	11.66	12.43	13.24	14.10	14.99
Fernan-Commercial	SENRF	10.95	11.66	12.43	13.24	14.10	14.99
<u>Monthly Usage Charges</u>							
Commercial-Low/multifamily Res.*	CWCL	\$4.10	\$4.37	\$4.65	\$4.96	\$5.28	\$5.61
Commercial-Medium	CWCM	4.70	5.01	5.33	5.68	6.05	6.44
Commercial-High	CWCH	5.29	5.64	6.00	6.39	6.81	7.24
Fernan-Commercial	SENRO6	3.55	3.78	4.03	4.29	4.57	4.86
Fernan-Commercial	SENRF	3.55	3.78	4.03	4.29	4.57	4.86



\*multifamily Residential >2

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# Capitalization Fee Study

- A One-time charge for new customers
- Purpose
  - Growth pays for growth
  - Equity between existing and new customers
  - Fee is determined by population equivalencies (PE) per customer
    - Reflects customer wastewater capacity (demand)
    - Maintained existing current equivalencies for customer classes

• Results in a

	Fee per PE
Present Cap Fee	\$1,433
Proposed Cap Fee	\$1,383



# Present and Proposed Capitalization Fees

General Customer Classification	Population Equivalents	Units	Present Fee	Proposed Fee
<b>Capitalization Fee per PE</b>				
<b>Residential</b>				
Single Family Dwelling	2.39		\$3,325	\$3,305
Multiple Family Dwelling (2 units)	2.39	per unit	3,325	3,305
<b>Commercial-Low</b>				
Bar or tavern	0.20	per seat	\$287	\$277
Factories	0.10	per 100 sq. ft.	143	138
Hospital	2.50	per bed	3,583	3,458
Institution (other than hospital)	1.25	per bed	1,791	1,729
Mobile Home	2.39	per unit	3,325	3,305
Multiple Family Dwelling (>2 units)	2.20	per unit	3,153	3,043
Office Space	0.10	per 100 sq. ft.	143	138
Retail Space	0.05	per 100 sq. ft.	72	69
School (without meal preparation)	0.08	per student/staff	115	111
Warehouse	0.04	per 100 sq. ft.	57	55
<b>Commercial-Medium</b>				
Hotel or motel (without kitchen facilities in room)	1.30	per unit	\$1,863	\$1,798
<b>Commercial-High*</b>				
Bakeries	0.20	per seat	\$349	\$351
Bowling Alley	1.00	per lane	1,746	1,755
Funeral homes	0.05	per sq. ft.	87	88
Grocery markets with garbage disposals	0.04	per sq. ft.	70	70
Hotel or motel (with kitchen facilities in room)	1.60	per unit	2,794	2,807
Laundry, commercial	1.90	per washing machine	3,318	3,334
Restaurants	0.20	per seat	349	351
School (with meal preparation)	0.13	per student/staff	227	228
Theaters (indoor and outdoor)	0.03	per seat	52	53

\* Fees for customers in the Commercial-High classification include an extra-strength surcharge for higher loadings.



## Next Steps

- Today
  - Receive Council direction
    - Proposed Wastewater rates and Capitalization Fees
- Next Steps
  - Finalize studies and Ordinance/Resolution revision

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## Questions and Discussion

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ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 18-1002

AN ORDINANCE AMENDING SECTIONS 13.08.010, 13.08.020, AND 13.16.010, COEUR D'ALENE MUNICIPAL CODE, TO ADJUST RESIDENTIAL AND COMMERCIAL WASTEWATER SERVICE AND USAGE CHARGES, AND CAPITALIZATION FEES, OVER THE NEXT FIVE FISCAL YEARS FOR COEUR D'ALENE AND FERNAN VILLAGE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

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

NOW, THEREFORE,

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

**SECTION 1.** *That section 13.08.010 of the Coeur d'Alene Municipal Code be amended as follows:*

It has been determined that the cost of operation, maintenance and improvement of the wastewater collection and treatment works is largely dependent upon the quantity and quality of effluent discharged by the various users into the system; and that the charging of a fee based upon the quantity of wastewater discharged and the strength of effluent discharged by such users will result in an equitable distribution of the costs amongst the users. To equitably establish such fees, sewer users have been classified in several classes according to volume and strength of effluent received from various properties and fees have been calculated for the various classifications based on the factors set out and recommendations made in the city of Coeur d'Alene wastewater cost of service rate study, ~~January~~March 201~~83~~, by HDR Engineering Inc., which study is on file in the office of the city clerk.

**SECTION 2.** *That section 13.08.020 of the Coeur d'Alene Municipal Code be amended as follows:*

Users of the Coeur d'Alene wastewater collection and treatment works are assessed charges that become effective as outlined below:

Customer Class	FY 201 <del>83</del>	FY 201 <del>94</del>	FY 20 <del>2015</del>	FY 20 <del>2116</del>	FY 20 <del>2217</del>
Residential:					
Monthly service charge	\$ <u>11.66</u> <del>7.80</del>	\$ <u>12.43</u> <del>8.55</del>	\$ <u>13.2</u> <del>49.30</del>	\$ <u>14.10</u> <del>10.10</del>	\$ <u>14.99</u> <del>10.95</del>

	Usage charge, \$/dwelling unit	<u>26.31</u> <del>18.60</del>	<u>28.03</u> <del>19.95</del>	<u>29.86</u> <del>21.40</del>	<u>31.81</u> <sup>23</sup> <del>.00</del>	<u>33.82</u> <del>24.70</del>
	Total monthly charge per account	<u>\$37.98</u> <del>26.40</del>	<u>\$40.46</u> <del>28.50</del>	<u>\$43.10</u> <del>30.70</del>	<u>\$45.91</u> <sup>33</sup> <del>.10</del>	<u>\$48.82</u> <del>35.65</del>
Residential-low:						
	Monthly service charge	<u>\$11.66</u> <del>7.80</del>	<u>\$12.43</u> <del>8.55</del>	<u>\$13.24</u> <del>9.30</del>	<u>\$14.10</u> <del>10.10</del>	<u>\$14.99</u> <del>10.95</del>
	Usage charge, \$/dwelling unit	<u>4.85</u> <del>3.70</del>	<u>5.16</u> <del>3.85</del>	<u>5.50</u> <del>4.05</del>	<u>5.86</u> <del>4.30</del>	<u>6.24</u> <del>4.55</del>
	Total monthly charge per account	<u>\$16.51</u> <del>11.50</del>	<u>\$17.59</u> <del>12.40</del>	<u>\$18.74</u> <del>13.35</del>	<u>\$19.96</u> <del>14.40</del>	<u>\$21.23</u> <del>15.50</del>
Commercial-low:						
	Monthly service charge	<u>\$11.66</u> <del>7.80</del>	<u>\$12.43</u> <del>8.55</del>	<u>\$13.24</u> <del>9.30</del>	<u>\$14.10</u> <del>10.10</del>	<u>\$14.99</u> <del>10.95</del>
	Usage charge, \$/kgal	<u>4.37</u> <del>2.93</del>	<u>4.65</u> <del>3.21</del>	<u>4.96</u> <del>3.48</del>	<u>5.28</u> <del>3.78</del>	<u>5.61</u> <del>4.10</del>
Commercial-medium:						
	Monthly service charge	<u>11.66</u> <del>7.80</del>	<u>12.43</u> <del>8.55</del>	<u>13.24</u> <del>9.30</del>	<u>14.10</u> <del>10.10</del>	<u>14.99</u> <del>10.95</del>
	Usage charge, \$/kgal	<u>5.01</u> <del>3.36</del>	<u>5.33</u> <del>3.68</del>	<u>5.68</u> <del>3.99</del>	<u>6.05</u> <del>4.33</del>	<u>6.44</u> <del>4.70</del>
Commercial-high:						
	Monthly service charge	<u>11.66</u> <del>7.80</del>	<u>12.43</u> <del>8.55</del>	<u>13.24</u> <del>9.30</del>	<u>14.10</u> <del>10.10</del>	<u>14.99</u> <del>10.95</del>
	Usage charge, \$/kgal	<u>5.64</u> <del>3.79</del>	<u>6.00</u> <del>4.15</del>	<u>6.39</u> <del>4.50</del>	<u>6.81</u> <del>4.88</del>	<u>7.24</u> <del>5.29</del>

A. Rate Calculations: Rate calculations for customer classifications are described below. Customer classifications are described in the January ~~2018~~<sup>2013</sup> eCity of Coeur d'Alene wastewater cost of service rate study report appendix C.

1. Residential Customer Class: Residential customers include single-family residences and duplexes. The monthly bill to the residential accounts will comprise of two (2) parts: a) a monthly service charge per account, and b) a usage charge per dwelling unit. Using water use records from the nonirrigation month period, wastewater usage will be averaged for the class each year to determine if the usage charge needs to

be adjusted. Duplexes with two (2) meters will be assessed two (2) separate usage rates. Duplexes with one meter will also be assessed two (2) usage rates.

2. Residential-Low Customer Class: Single-family or duplex customers are eligible for this classification when they are full time year round residents that use less than two thousand five hundred (2,500) gallons of water per month based on the nonirrigation months and based on at least one year of water use records. The monthly bill to the residential-low accounts will comprise of two (2) parts: a) a monthly service charge per account, and b) a usage charge per dwelling unit. Using water use records from the nonirrigation month period, wastewater usage will be averaged for the class each year to determine if the usage charge needs to be adjusted.

3. Residential-Vacation Rate: Single-family or duplex customers are eligible for this rate when they do not occupy their homes for an extended time period, and have the water turned off. When both requirements are met, the customer will be charged the wastewater monthly service charge per account.

4. Commercial Customer Classes: Commercial classifications include multi-family properties with three (3) or more dwelling units, mobile home parks, government, commercial, and industrial businesses. The monthly bill to the commercial accounts will comprise of two (2) parts: a monthly service charge per account and a usage charge per thousand gallons of flow. The usage charge differs for each of the commercial customer classifications relative to the different strengths of wastewater estimated or determined for the customer. Using water use billing records, usage for commercial accounts will be the actual metered water use each month. The monthly usage for each account will be multiplied by the respective usage charge for the appropriate class to determine the usage rate component of each commercial customer's bill.

B. Combined Use Rates: Users which fall into more than one customer class are charged by assigning them to the higher use commercial classification.

C. Customers Not On City Water System: Nonresidential customers who do not receive all of their water from the city water system must meter, at their expense, all water which is supplied by another system.

D. Septage Haulers: The rate per one thousand (1,000) gallons discharged shall be two hundred dollars (\$200.00) plus any additional pretreatment costs which include, but are not limited to, sampling, processing, monitoring, and testing of the septage waste. Included in this category is other discharge from septage tanks, or holding tanks, which will be charged the applicable rate based on estimated or measured volume and strength in addition to the applicable CAP fee.

E. Special Case Procedures: Uses not categorized above or not clearly defined as being within one or more of the above classifications shall be charged a rate to be determined by the following formula:

Example for calculating the monthly bill during FY 2012-2013:

$\$7.80 + \$1.73 * \text{monthly billed water use (kgal)} + \$0.07 * \text{calculated lbs of BOD} + \$0.35 * \text{calculated lbs of SS} + \$0.74 * \text{calculated lbs of P} + \$2.98 * \text{calculated lbs of NH}_3\text{N}$ .  
The city reserves the right to determine the final measured flow and strength levels.

F. Installation Of Private Meter: Should any user consider himself to be aggrieved by the foregoing schedules or by the determination of the wastewater superintendent, such user may install a meter or devices which measure the strength and flow of his sewage, in which event a charge shall be fixed based on the indicated results. Such meter or devices shall be installed at the expense of the user, and shall be calibrated or installed to the satisfaction of the wastewater superintendent or superintendent's designee.

G. Users In Fernan Village: Shall pay according to the following schedule:

Customer Class		FY 201 <del>83</del>	FY 201 <del>94</del>	FY 20 <del>2015</del>	FY 20 <del>2116</del>	FY 20 <del>2217</del>
Fernan Village residential:						
	Monthly service charge	\$ <u>11.66</u> <del>7.56</del>	\$ <u>12.43</u> <del>8.16</del>	\$ <u>13.24</u> <del>8.79</del>	\$ <u>14.10</u> <del>9.47</del>	\$ <u>14.99</u> <del>10.20</del>
	Usage charge, \$/dwelling unit	<u>18.81</u> <del>13.64</del>	<u>20.03</u> <del>14.74</del>	<u>21.33</u> <del>15.86</del>	<u>22.73</u> <del>17.08</del>	<u>24.17</u> <del>18.40</del>
	Total monthly charge per account	\$ <u>30.47</u> <del>21.20</del>	\$ <u>32.46</u> <del>22.90</del>	\$ <u>34.57</u> <del>24.65</del>	\$ <u>36.83</u> <del>26.55</del>	\$ <u>39.16</u> <del>28.60</del>
Fernan Village commercial:						
	Monthly service charge	\$ <u>11.66</u> <del>7.80</del>	\$ <u>12.43</u> <del>8.55</del>	\$ <u>13.24</u> <del>9.305</del>	\$ <u>14.10</u> <del>10.10</del>	\$ <u>14.99</u> <del>10.95</del>
	Usage charge, \$/kgal	<u>3.78</u> <del>2.53</del>	<u>4.03</u> <del>2.77</del>	<u>4.29</u> <del>3.01</del>	<u>4.57</u> <del>3.27</del>	<u>4.86</u> <del>3.55</del>

H. User Charges For Commercial Accounts Based On Nonirrigation Month Water Use: Commercial accounts existing before March 1, 2003, that have been charged the usage component of the monthly bill based on nonirrigation month water use records will continue to be billed in this manner as long as the city's finance director is satisfied that nonirrigation month water usage is representative and accurately represents the wastewater discharge each month of the year. These accounts will not be eligible for this method of bill calculation when the property has a change of ownership, the use of the property changes, or improvements are made to the property that require city building or plumbing permits. Upon determination of noneligibility by the finance director, a customer desiring elimination of irrigation water from the water meter reading may install a second water service and meter at his own expense that is dedicated to

irrigation water. In this manner, the wastewater user charge will not include irrigation water that does not enter the sewer.

I. Vacancies: At any month during which the occupant does not occupy the residence or business, and does not show water use, the wastewater charge for that month shall be equal to the monthly service charge.

J. Change Of Use: The customer is responsible for immediate written notification to the city finance department of any change in use for correct classification for billing. No adjustment to bills will be made sooner than sixty (60) days from written notification.

**SECTION 3.** *That section 13.16.010 of the Coeur d'Alene Municipal Code be amended as follows:*

A. The owners of property connecting to the Coeur d'Alene sewer system, directly or by connecting to a private system that connects to the city sewer system, except property for which a monthly sewer service charge was being made prior to June 1, 1979, or except property for which a wastewater treatment plant expansion fee has been assessed by a local improvement district, shall be assessed a sewer capitalization fee (in addition to any hookup fee), in an amount as set forth in the following schedule:

**CAPITALIZATION FEE SCHEDULE**

General Customer Classification		Population Equivalents (PE)	Units	Fee Per Unit
				FY 201 <del>8</del> <sup>3</sup>
Capitalization fee per PE				\$ <u>1,383.00</u> <del>1,433.00</del>
Residential:				
	Single-family dwelling	<u>2.39</u> <del>2.32</del>		<u>3,305.00</u> <del>3,325.00</del>
	Multiple-family dwelling (up to 2 units)	<u>2.39</u> <del>2.32</del>	Per unit	<u>3,305.00</u> <del>3,325.00</del>
Commercial - low:				
	Bar or tavern	0-.20	Per seat	<u>277.00</u> <del>287.00</del>
	Factories	0-.10	Per 100 sq. ft.	<u>138.00</u> <del>143.00</del>
	Hospital	2-.50	Per bed	<u>3,458.00</u> <del>3,583.00</del>

	Institution (other than hospital) <sup>2</sup>	1-.25	Per bed	<u>1,729.00</u> <del>1,791.00</del>
	Mobile home	<u>2.39</u> <del>2.32</del>	Per unit	<u>3,305.00</u> <del>3,325.00</del>
	Multiple-family dwelling (>2 units)	2-.20	Per unit	<u>3,043.00</u> <del>3,153.00</del>
	Office space	0-.10	Per 100 sq. ft.	<u>138.00</u> <del>143.00</del>
	Retail space	0-.05	Per 100 sq. ft.	<u>69.00</u> <del>72.00</del>
	School (without meal preparation)	0-.08	Per student and staff	<u>111.00</u> <del>115.00</del>
	Warehouse	0-.04 <del>0</del>	Per 100 sq. ft.	<u>55.00</u> <del>57.00</del>
Commercial - medium:				
	Hotel or motel (without kitchen facilities in room)	1-.30	Per unit	<u>1,798.00</u> <del>1,863.00</del>
Commercial - high <sup>1</sup> :				
	Bakeries	0-.20	Per seat	<u>351.00</u> <del>349.00</del>
	Bowling alley	1-.00	Per lane	<u>1,755.00</u> <del>1,746.00</del>
	Funeral homes	0-.05	Per sq. ft.	<u>88.00</u> <del>87.00</del>
	Grocery markets with garbage disposals	0-.04	Per sq. ft.	70 .00
	Hotel or motel (with kitchen facilities in room)	1-.60	Per unit	<u>2,807.00</u> <del>2,794.00</del>
	Laundry, commercial	1-.90	Per washing machine	<u>3,334.00</u> <del>2,794.00</del>
	Microbrewery <sup>3</sup>		Per PE	n/a
	Restaurants	0-.20	Per seat	<u>351.00</u> <del>349.00</del>

	RV parks <sup>4</sup>		Per PE	n/a
	School (with meal preparation)	0-.13	Per student and staff	<del>227.00</del> 228.00
	Theaters (indoor per seat and outdoor per parking)	0-.03	Per seat	<del>52.00</del> 53.00

Notes:

1. Fees for customers in the commercial-high classification include an extra strength surcharge for higher loadings of ~~\$371.54313.06~~ per PE.
2. Institution (other than hospital) includes childcare/group homes with more than 8 occupants and 2 caregivers.
3. PEs determined on an individual basis.
4. RV park PEs will be calculated on an individual basis at the current gallon per day calculation based on city data.

B. The sewer capitalization fees fixed herein are based upon population equivalents (~~6574~~ gallons per day, ~~0.0820.124~~ pounds per day biochemical oxygen demand (BODs), ~~0.0820.124~~ pounds per day suspended solids (SS), and 0.006 pound per day total phosphorus (TP) and ~~0.01370.015~~ pounds per day nitrogen). The present population equivalent charge upon which the present residential and residential strength commercial rates are fixed is one thousand four hundred thirty three dollars (~~\$1,383.001,433.00~~) for FY 201~~73~~-201~~84~~ through FY 20~~2516~~-20~~2617~~. The population equivalent charge upon which individual high strength commercial sewer connection charges are based includes a high strength surcharge to account for the greater than residential strength of these classifications. Development of these high strength population equivalent charges was tabulated in appendix C of the city of Coeur d'Alene wastewater rate and fee study, January 201~~83~~, by HDR Engineering Inc., and includes the following steps:

1. Calculation of the incremental strengths for the commercial-high customer classifications. "Incremental strength" is defined as the difference between the strength of a high strength commercial classification and residential strength (~~0.0820.124~~ pounds/day BOD, ~~0.0820.124~~ pounds/day SS, 0.006 pound/day TP, and ~~0.01370.015~~ pounds/day nitrogen). The incremental strengths are shown in appendix C, table C-3.
2. Multiplication of the incremental strength(s) by the respective unit costs (~~\$100.8495.37~~ pound/day BOD, ~~\$1,110.18967.96~~ pound/day SS, ~~\$42,492.7930,188.51~~ per pound/day TP and ~~\$2,931.981,822.64~~ per pound/day nitrogen). Summing the results yields the high strength surcharge of three hundred ~~seventy-onethirteen~~ dollars ~~fifty-foursix~~ cents (~~\$371.54313.06~~) as shown in appendix C, table C-3.
3. Adding the high strength surcharge to the population equivalent charge for residential strength customer yields the population equivalent charge for the high strength commercial classification.

C. Industrial users or other businesses with industrial waste, and uses not categorized above or not clearly defined as being within one or more of the above classifications shall be charged at a rate to be determined by the city council upon application of the property owner, after considering all relevant evidence pertaining thereto at a public hearing held for such purpose; the rate shall be established based upon consideration of the nature and intensity of the proposed use and total impact upon the city sewer system. The charge shall be directly related to the cost of providing sewage facilities for such use, and shall be proportionately consistent with the schedule set forth herein.

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

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

**SECTION 6.** After its passage and adoption, a summary of this Ordinance, pursuant to 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 this Ordinance 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 March 20, 2018.*

APPROVED, ADOPTED and SIGNED this 20<sup>th</sup> day of March, 2018.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Amending Sections 13.08.010, 13.08.020, and 13.16.010 of the Municipal Code

AN ORDINANCE AMENDING SECTIONS 13.08.010, 13.08.020, AND 13.16.010, COEUR D'ALENE MUNICIPAL CODE, TO ADJUST RESIDENTIAL AND COMMERCIAL WASTEWATER SERVICE AND USAGE CHARGES, AND CAPITALIZATION FEES OVER THE NEXT FIVE FISCAL YEARS FOR COEUR D'ALENE AND FERNAN VILLAGE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF. 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. \_\_\_\_\_, Amending Sections 13.08.010, 13.08.020, and 13.16.010 of the Municipal Code, to adjust residential and commercial wastewater service and usage fees, and capitalization fees over the next five fiscal years for Coeur d'Alene and Fernan Village, 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 20<sup>th</sup> day of March, 2018.

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Randall R. Adams, Chief Deputy City Attorney

# CITY COUNCIL STAFF REPORT

**DATE:** March 20, 2018  
**FROM:** Mike Behary, Planner  
**SUBJECT:** Zoning Code and other minor City Code Amendments

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## **DECISION POINT:**

Staff is requesting approval from the City Council for the proposed code amendments to the Zoning Ordinance, Subdivision Ordinance, and other sections of the City Code, as recommended by the Planning Commission.

## **BACKGROUND:**

The City's Zoning Ordinance has been in need of an update for many years. The Planning Department staff, the Development Review Team, and the Building Department staff have discussed recent developments within the City and are aware of certain sections of the Zoning Codes that are in need of fixing. On June 6, 2017 the City Council adopted a Work Plan for the Planning Department that included general Zoning Code Amendments. Following the direction from City Council, workshops were conducted with the Planning Commission to work on the Zoning Code amendments.

The Planning Department and the Planning Commission held workshops on the Zoning Code Amendments on July 11, 2017, August 22, 2018, and on November 28, 2017. Staff has also been working with NIBCA and CDA Realtors Association on the proposed code changes. The Planning Commission held a public hearing on the proposed Zoning Code amendments on February 13, 2018. Prior to the hearing, staff met with NIBCA and CDA Realtors Association to hear their concerns and suggestions. At the public hearing on February 13, the Planning Commission heard comments from an NIBCA representative and directed staff to amend the code to address NIBCA's concerns as well as incorporate recommendations from the City Engineer, and directed staff to bring forward the proposed amendments with the additional changes to the City Council for approval. The proposed Zoning Code amendments that are for consideration are outlined below.

## **PURPOSE:**

The purpose of the proposed Zoning Code amendments is to eliminate loop holes in the zoning code and to make other sections more clear and concise. The City has changed over time and is now at a time and place where existing zoning regulations are no longer relevant, some sections of the code have been taken advantage of to the extent of negatively impacting adjacent properties, and other sections have created challenges for various city departments in interpreting and administering city code. The current Zoning Ordinance was adopted in 1982 and many changes in the city have occurred since then. There have been many small amendments to the zoning code since 1982 as changes were needed.

The proposed code additions address the many issues that the city has had in regard to recent trends. One of those trends has been in regard to shipping containers being used for storage of personal items and equipment on residential lots. The setback distance of principle and accessory structures on

residential lots has also been a concern that staff, citizens, and property owners have become aware of due to maintenance, stormwater, and snow storage impacting adjacent properties.

The recent workshops discussed accessory dwelling units (ADU's) in the basement or attached to the principle dwelling unit. Below is a list of some of the main items that were discussed at the recent workshops. The purpose of these revisions to the Zoning Code will continue to ensure health, safety, and welfare of the public and property owners in the City of Coeur d'Alene, while protecting property rights. The proposed changes to the Zoning Code will provide much needed updates to the Zoning Ordinance that will move the city forward in the coming years.

### **PROPOSED ZONING CODE AMENDMENTS AT A GLANCE (FULL AMENDMENTS ATTACHED):**

- **Egress Windows:**
  - ✓ Current code allows for a two and one-half foot (2 ½') setback distance from the side property line to the egress window well.
  - ✓ Proposed code will allow for a two foot (2') setback distance from the side property line to the egress window well to address safety concerns for egress from a basement on existing residential structures and for future residential development.
  
- **Setbacks Accessory Buildings:**
  - ✓ Current code allows for a zero foot (0') setback distance in residential zones for detached accessory structures, but requires a minimum five-foot setback if a roof slopes toward property line.
  - ✓ All accessory structures shall be set back from neighboring properties at least five (5) feet. The setback may be reduced to three (3) feet if the structure's roof does not slope toward the neighboring property. A three (3) foot setback is permitted at alleys.
  
- **Shipping Containers:**
  - ✓ Current code does not address shipping containers as an accessory storage building.
  - ✓ Proposed code will prohibit shipping containers as storage buildings accessory to residential uses, commercial zones where residential is the principal use, C-17L, Downtown Core (DC) and all infill zoning districts.
  - ✓ Shipping containers would be permitted as accessory structures in C-17, LM, and M zoning Districts with some safety improvements and a building permit.
  
- **Parking for Accessory Dwelling Units (ADU's):**
  - ✓ Current code does not require an off street parking space for ADU's.
  - ✓ Proposed code will require one off street parking space for an ADU, consistent with the new Short-Term Rental (STR) Ordinance.
  
- **Ribbon Driveways:**
  - ✓ Current code does not allow ribbon driveways to serve single family dwellings.
  - ✓ Proposed code will allow, as an option for homeowners, to install a ribbon driveway to serve their residential single family dwelling; provided that landscaping is planted and maintained in between the ribbons.

- **Driveway Paving:**
  - ✓ Current code lists pavement options as asphalt, concrete, Portland cement concrete or concrete paver blocks.
  - ✓ Proposed code expands list of pavement options to include permeable pavers, grasscrete, or grassgrid, or similar material as approved by the City Engineer.
  
- **Hardship:**
  - ✓ Current code does require older nonconforming homes to be rebuilt to the current code if it was damaged or destroyed over 50 percent.
  - ✓ Proposed code will allow for any single family home destroyed over 50 percent to be rebuilt over its old foundation or footprint so long as the replacement house is built to the same square footage and height of the previous structure, provided it is not in the right-of-way or over any property line. It includes a requirement for an inspection by the City Building Official or designee if the foundation is to be replaced due to the condition or quality of the original foundation.
  
- **Fill & Berming:**
  - ✓ Current code does not address the building up and raising of a lot by bringing in fill or dirt.
  - ✓ Proposed code will not allow for berming, filling, and the raising of a lot, but defers to the Hillside Ordinance for hillside lots. However, filling can be done on lower lots so long as the filling is not greater than the adjoining lots.
  
- **Maximum Number of Residential Units Per Lot:**
  - ✓ Current code is not clear on the number of allowed dwelling units on a lot in a residential zoning district.
  - ✓ Proposed code will allow a maximum of two dwelling units on a lot in a residential zoning district.
  
- **Construction Permits for 120 Square Foot Accessory Uses in Residential Zones:**
  - ✓ Current code requires a Building Permit for structures 200 square feet or larger.
  - ✓ Proposed code will require a Building/Site Plan Permit for accessory structures equal to or larger than 120 square feet.
  
- **Projection Above Maximum Height:**
  - ✓ Current code allows for certain items to project above the maximum height of structures.
  - ✓ Proposed code will eliminate certain items that can project above height such as an elevator, and stairway housings, tanks, ventilating fans or similar equipment required to operate and maintain the building, fire or parapet walls, but will continue to allow skylights

(if they are flush mount), spires, flagpoles, chimneys, radio or television aerials, masts or antennas.

- **ADU's In Basements**

- ✓ Current code does not specifically allow an ADU in a basement of a single family dwelling.
- ✓ Proposed code will allow an ADU in a basement of a single family dwelling.

- **NC Maximum Height For Accessory Structures**

- ✓ Current code does not call out building height requirements for accessory structures in the Neighborhood Commercial (NC) Zoning District.
- ✓ Proposed code allows for a maximum building height of eighteen feet (18') for accessory structures in the Neighborhood Commercial (NC) Zoning District.

- **Caretakers Residence:**

- ✓ Current code does not have code requirements for a Caretakers Unit.
- ✓ Proposed code has requirements for a Caretakers Unit such as: parking, maximum size of 1400 SF, setbacks, occupancy, and maximum building height.

**OTHER PROPOSED CITY CODE CHANGES AT A GLANCE (FULL AMENDMENTS ATTACHED):**

- **Other Housekeeping Items:**

- ✓ Current code needs amendments in several areas to fix inconsistencies and streamline the noticing provisions consistent with State Statutes.
- ✓ Proposed code amendments will address these issues.

**DECISION POINT RECOMMENDATIONS:**

To make a decision on the proposed code amendments to approve, deny, or to direct staff to make changes.

**Attachments:**

- Proposed City Code Amendments
- List of proposed Code Amendments
- CAR – Letter of Support
- NIBCA – Letter of Support

## Zoning Ordinance Amendments - March 2018

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<u>Code Number</u>	<u>Code Reference</u>
17 01 025	✓ Official Zoning Map
17 01 025	✓ Amendments - Zoning Map
17 02 030	✓ Definition - Accessory Storage Facility
17 02 040	✓ Definition - Caretakers Apartment 1400 SF Maximum
17 02 040	✓ Definition - Cargo Containers
17 02 040	✓ Definition - Construction
17 02 055	✓ Definition - Frontage
17 02 070	✓ Definition - Junk Yard
17 02 105	✓ Definition -Recreational Vehicle
17 02 130	✓ Definition -Wireless Communication Antenna Array
17 02 130	✓ Definition -Wireless Communication Facility
17 03 030	✓ Activity Group - Multi Family housing
17 05 001	✓ R-1 Clarify two dwelling units on lot
17 05 009	✓ R-1 Nonresidential setbacks
17 05 010	✓ R-3 Clarify two dwelling units on lot
17 05 075	✓ R-3 Delete Zero Setback
17 05 080	✓ R-3 Nonresidential setbacks
17 05 081	✓ R-5 Clarify two dwelling units on lot
17 05 088	✓ R-5 Site Performance Standards
17 05 089	✓ R-5 Nonresidential setbacks
17 05 090	✓ R-8 Clarify two dwelling units on lot
17 05 160	✓ R-8 Site Performance Standards
17 05 170	✓ R-12 Clarify two dwelling units on lot
17 05 180	✓ R-12 Single Family - R-12 Strike (as specified by the R-8 district)
17 05 240	✓ R-12 Site Performance Standards
17 05 260	✓ R-12 Single Family - R-17 Strike (as specified by the R-8 district)
17 05 320	✓ R-17 Site Performance Standards - 0' Setback - Townhouse Lot
17 05 760	✓ Delete -Wireless communications facility in the LM district
17 05 840	✓ Delete -Wireless communications facility in the M district
17 05.1020	✓ NC - 18' Accessory Structure Maximum Height
17 06 025	✓ Delete - Other Uses Prohibited
17 06 027	✓ Gated Communities - Prohibited
17 06 027	✓ RV use during construction - prohibited
17 06 027	✓ RV Living - prohibited
17 06 035	✓ Prohibited Activity - Fill and Berming
17 06 040	✓ Construction permits - 120 square feet
17 06 320	✓ Delete - Height Maximum of Accessory Structures
17 06 325	✓ Projections above maximum height
17 06 410	✓ Measurement of Setback
17 06 425	✓ Accessory Structure - 5 feet, slope, and (3')
17 06 480	✓ Reduce rear yard - Minimum rather than Maximum
17 06 495	✓ Extensions into required setbacks - Egress Window
17 06 620	✓ Prohibited Accessory Structures - Shipping Containers
17 06 640	✓ Accessory Structures - Shipping Containers - C-17, LM, and M
17 06 660	✓ ADU- Basements
17 06 660	✓ ADU - Rear Setbacks
17 06 660	✓ ADU - One Parking Space
17 06 675	✓ Caretakers Apartment - Use Standards
17 06 930	✓ Hardship - 1946
17 08 235	✓ Shoreline Projections above maximum Height
17 08 255	✓ Variances - Not allowed for building height and projection
17 44 280	✓ Driveway Approach - Not allowed in functional area of Intersection
17 44 280	✓ Ribbon Driveways - Residential
17 44 310	✓ Driveway Paving - Grasscrete

## Mailing Code Amendments - March 2018

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Code Number

Code Reference

- 16.25.030 ✓ Preliminary Plat - Final Decision - Mailing Notice
- 16.25.050 ✓ Appeal - Preliminary Plat -Final Decision - Mailing Notice
- 16.30.040 ✓ Short Plat - Final Decision - Mailing Notice
- 17.09.120 ✓ Rezoning - Procedures - Mailing Notice
- 17.09.215 ✓ Special Use - Procedures - Mailing Notice
- 17.09.330 ✓ Design Review - Procedures - Mailing Notice
- 17.09.472 ✓ PUD - Final Decision - Mailing Notice
- 17.09.615 ✓ Variance - Procedures - Mailing Notice

## Other Code Amendments - March 2018

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Code Number

Code Reference

2.48.020 ✓ Planning Commission Member Terms

# COEUR D'ALENE ASSOCIATION OF REALTORS®

*The Voice for Real Estate™ in Kootenai County*



409 West Neider Ave.  
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**MLS Representatives**

Ben Fairfield  
Jared McFarland

**Affiliate Director**

Jim Pierce

3/9/2018

Coeur d'Alene City Council and the Honorable Steve Widmyer:

The Coeur d'Alene Association of REALTORS® was contacted by the planning department with the currently proposed zoning code amendments that shall be coming forth to the council for adoption.

We appreciate the city reaching out to our organization and working with us as partners during the codification process where real estate related topics are concerned. We have reviewed the proposed changes and made a few minor comments but see no reason these changes should not be adopted by council.

Should you have any questions, please do not hesitate to contact us.

Sincerely,

Tom Torgerson, President  
Coeur d'Alene Association of REALTORS®





## North Idaho Building Contractors Association

1928 North 4th Street, Suite A, Coeur d'Alene, ID 83814

Phone: (208) 765-5518 Fax: (208) 765-5519 [www.NIBCA.com](http://www.NIBCA.com) [Info@NIBCA.com](mailto:Info@NIBCA.com)

March 14, 2018

To Coeur d'Alene City Council and the Honorable Steve Widmyer,

The City Planning department reached out recently to the North Idaho Building Contractors Association about proposed planning zoning code changes that are expected to be presented to the City Council in the future for approval. We were so appreciative of the proactive approach and collaborative efforts of the planning department to sollicit feedback by our members.

After review, the NIBCA did have some change requests, which the planning department reviewed and implemented. We therefore support these planning code changes as it relates to the building-related industry and would recommend approval by the City Council.

Respectfully,

A handwritten signature in black ink, appearing to read "Shawn Anderson", written in a cursive style.

Shawn Anderson

**President**

3.      Applicant:      City of Coeur d'Alene  
         Request:      A modification to the Zoning Ordinance Section 17.01.010  
                             LEGISLATIVE (0-1-18)

Mike Behary, Planner, stated that staff is requesting a recommendation from the Planning Commission to City Council for the proposed code amendments to the Zoning Ordinance, Subdivision Ordinance, and other sections of the City Code.

Mr. Behary provided the following statements:

- The City's Zoning Ordinance has been in need of an update for many years. The Planning Department staff, the Development Review Team, and the Building Department staff have discussed recent developments within the City and are aware of certain sections of the Zoning Codes requiring updates.
- On June 6, 2017, the City Council adopted a Work Plan for the Planning Department that included general Zoning Code Amendments. Following the direction from City Council, workshops were conducted with the Planning Commission to work on the Zoning Code amendments.
- The Planning staff and the Planning Commission held workshops on the Zoning Code Amendments on July 11, 2017, August 22, 2018, and on November 28, 2017.
- Mr. Behary provided a list of the proposed zoning code amendments for the commission to consider:
  - Life Safety – Egress Windows
    - Current code allows for a 2 ½ foot distance from the side property line to the egress window well.
    - Proposed code will allow for a 2 foot distance from the side property line to the egress window well.
  - Setbacks for Accessory Buildings
    - Current code allows for a zero-foot (0') setback distance in residential zones for detached accessory structures, but requires a minimum five-foot setback if a roof slopes toward property line.
    - Proposed code will require a minimum three-foot (3') setback distance from side and rear property lines in residential zones for detached accessory structures. A zero-foot (0') setback from the rear alley property line would still be permitted if adjacent to an alley and if the roof slopes away from the alley.
  - Shipping Containers
    - Current code does not address shipping containers as an accessory storage building.
    - Proposed code will prohibit shipping containers as storage buildings accessory to residential uses, commercial zones where residential is the principal use, C-17L, Downtown Core (DC) and all infill zoning districts.
    - Shipping containers would be permitted as accessory structures in C-17, LM, and M zoning Districts with some safety improvements and a building permit.
  - ADU's – Parking Requirement
    - Current code does not require an off street parking space for ADU's.
    - Proposed code will require one off street parking space for an ADU, consistent with the new Short-Term Rental (STR) Ordinance.
  - Ribbon Driveways
    - Current code does not allow ribbon driveways to serve single family dwellings.
    - Proposed code will allow, as an option for homeowners, to install a ribbon driveway to serve their residential single family dwelling; provided that landscaping is planted and maintained in between the ribbons.
  - Grass Crete Driveway Paving
    - Current code lists pavement options as asphalt, concrete, Portland cement concrete or concrete paver blocks.
    - Proposed code expands list of pavement options to include permeable pavers, grass Crete, or grass grid, or similar material as approved by the City Engineer.

- Sidewalk Installation
  - Current code includes a provision for waiving the sidewalk requirement based on distance to existing sidewalks.
  - Proposed code removes the provision to waive the sidewalk requirement, consistent with the adopted Trails & Bikeways Master Plan.
- Hardship
  - Current code does require older nonconforming homes to be rebuilt to the current code if it was damaged or destroyed over 50 percent.
  - Proposed code will allow for older homes built prior to 1946 to be rebuilt over its old foundation or footprint so long as the replacement house is built to the same square footage and height of the previous structure, provided it is not in the right-of-way or over any property line. It includes a requirement for an inspection by the City Building Official or designee if the foundation is to be replaced due to the condition or quality of the original foundation.
- Filling & Berming
  - Current code does not address the building up and rising of a lot by bringing in fill or dirt.
  - Proposed code will not allow for berming, filling, and the raising of a lot, but defers to the Hillside Ordinance for hillside lots.
- Maximum Number of Residential Units per Lot
  - Current code is not clear on the number of allowed dwelling units on a lot in a residential zoning district.
  - Proposed code will allow a maximum of two dwelling units on a lot in a residential zoning district.
- Construction Permits for 120 Square Foot Accessory Uses in Residential Zones
  - Current code requires a Building Permit for structures 200 square feet or larger.
  - Proposed code will require a Building Permit for accessory structures equal to or larger than 120 square feet.
- Projections Above Maximum Height
  - Current code allows for certain items to project above the maximum height of structures.
  - Proposed code will eliminate certain items that can project above height such as an elevator, and stairway housings, tanks, ventilating fans or similar equipment required to operate and maintain the building, fire or parapet walls, but will continue to allow skylights (if they are flush mount), spires, flagpoles, chimneys, radio or television aerials, masts or antennas.
- NC Maximum Height For Accessory Structures
  - Current code does not call out building height requirements for accessory structures in the Neighborhood Commercial (NC) Zoning District.
  - Proposed code allows for a maximum building height of eighteen feet (18') for accessory structures in the Neighborhood Commercial (NC) Zoning District.
- Caretakers Residence
  - Current code does not have code requirements for a Caretakers Unit.
  - Proposed code has requirements for a Caretakers Unit such as: parking, maximum size of 1,400 SF, setbacks, occupancy, and maximum building height.
- Housekeeping Items
  - Current code needs amendments in several areas to fix inconsistencies and streamline the noticing provisions consistent with State Statutes.
  - Proposed code amendments will address these issues.

Mr. Behary concluded his presentation and asked if the Commission had any questions.

Commission Comments:

There were none.

Public testimony open.

Chris Bosley, City Engineer, stated his comments are on the setbacks for accessory structures. He explained the way the code was written the code allowed setbacks to be five feet which was the minimum unless there was a special circumstance. He stated that recently he has noticed people have been finding loopholes in the code to move their structures closer to the property line. He explained that engineering deals with issues for storm water where people complain that snow is running off from their neighbor's roof into their property. He stated that because of these issues, he is asking that the commission consider what he has written in the staff report that states: "All accessory structures shall be set back from neighboring properties at least five (5) feet. The setback may be reduced to three (3) feet if the structure's roof does not slope toward the neighboring property. A three (3) foot setback is permitted at alleys".

Chairman Messina suggested another solution would be to make the eaves shorter that would direct the drainage go onto their property.

Monty McCully, City Trails Coordinator, stated that he would like the commission to consider his recommendation to remove the exemption that is currently in the code that requires sidewalks to be installed when a building permit has a construction value that is over \$ 30,000. He explained the southeast portion of Coeur d'Alene is an older part of town where a lot of that area does not have sidewalks. He stated that he is the liaison to the Ped/Bike Committee who has been working towards providing sidewalks to those portions of town to make it safer for people who are in wheel chair and pedestrians who are walking on the streets. He explained that the current code states if your house is located 450 feet away from a sidewalk you don't have to put one in. He feels if we go by the current code then the city will never get any new sidewalks unless the code is changed.

Commissioner Luttrupp inquired how the Ped/Bike Committee is involved with the placement of sidewalks in the city.

Mr. McCully explained that part of the Ped/Bike Committees mission is not just bicycles but pedestrian issues and how people get around the city safely. He stated that a few years ago, the Ped/Bike Committee surveyed the entire city to locate where sidewalks were located and where they were not. He explained they took that information and staff placed that information on a map located as a GIS layer so people who want that information can look it up on the computer.

Commissioner Luttrupp explained that what he considers the older part of town is from 8<sup>th</sup> Street to 23<sup>rd</sup> street and stated for him, the beauty of that area, is the streets without sidewalks. He suggested that the Ped/Bike Committee look at the number of trees that would need to be removed and how many fences would need to be moved in order to put a sidewalk on the street. He explained that by placing sidewalks in the older part of town would ruin the beauty of this area. He stated as long as he has lived on his street, he has not heard of any accidents that have occurred because of lack of sidewalks.

Mr. McCully noted that he concurs and explained that areas like Sanders Beach should not have sidewalks and by providing sidewalks on Mullan Avenue, where there are sidewalks on that street, part of the street is missing sections of sidewalk. He explained on Mullan Avenue there is also a 10 ft. wide bike path and in order to put in sidewalks, we would have to take out the trail which is not safe.

Commissioner Luttrupp suggested that he look at the area to place sidewalks from Mullan to the lake, look at Ash from 11<sup>th</sup> to the entrance of the Resort, Dollar from Young Avenue where the sidewalk stops at the end of Dollar Avenue. He understands the need for safety especially for pedestrians and bicyclists, but overall change of this nature would be terrible.

Commissioner Ingalls thanked Mr. McCully for everything he does for the community looking out for the safety of pedestrians and bicyclists in Coeur d'Alene. He concurs with Commissioner Luttrupp that we need to be cautious of over-reaching. He explained that this problem for lack of sidewalks is not isolated to the South of Sherman and noted that in the Fairway Hills around the golf course area they don't have sidewalks. He stated that the older housing developments like Indian Meadows were designed not to

have sidewalks for a reason.

Mr. McCully understands and maybe come back with another approach to this issue.

Ms. Anderson explained another reason why this code amendment was brought forward is because of schools who are trying to provide safe routes for children who are walking to school.

Chairman Messina inquired if a discussion on sidewalks was included when we had our workshop the last time.

Ms. Anderson explained that it was not, and apologized as this came up at a meeting with the Development Review team where this issue has been discussed many times. So, staff thought it should be part of this amendment. She commented if the commission wishes, we can pull this item and bring it back at another time.

Art Elliott commented that he apologizes for getting into this discussion at a later date and stated that there are four areas he has concerns with which are:

- The reduction of the 120 sq.ft. requirement where a building permit would be required if the structure is over 120 sq. ft. He has concerns with this because he would not want a Building Official in the future to insist that structure of 120 sq. ft. should be built to the building code.
- 17.06.930 under "Hardship" He stated this section discriminates against houses that were built after September 23, 1946 and explained at the time these homes were built, they were built to the current code for that time. For example, a house built on September 22, 1946, per code was only required to have a set back five feet from the property line and could rebuild using the same footprint, but a house built on September 25, 1946 that had a 15 foot setback could not rebuild to those setbacks. He suggested adding some wording saying "That homes built before 1946 are those homes that were built to the building code that was in affect at the time".
- 17.06.035 Fill and Berming: He explained if you had a lot that had a depression on it, and your neighbor's property was a higher grade you would be forced to provide stuff for drainage issues. He suggested the language to the code stating "That the grade conforms to the existing neighborhood" but not if there has recently been a reduction from the neighbor's by 5 ft. and not required to meet that.
- He suggested under sidewalks, by using an illustration provided to the commission showing a piece of property on Boyd and 10<sup>th</sup> where there are no sidewalks visible in this area and stated that these home were built not needing sidewalks. He commented the cost to put in sidewalks in this area would be \$4,000. Additionally, the new code states we would have to maintain them or be fined.

Kevin Jester stated that he appreciates staff and the commission for their efforts on addressing these issues in the code to keep the codes current. He stated that he has reviewed the listed code changes that was presented and is in favor of most of them. He commented after hearing previous testimony from Mr. Elliott and agrees with his comments about sidewalks. He stated another issue was the requirement for a building permit is needed if a structure is over 120 sq.ft. and suggested that a building permit should not be required.

Ms. Anderson stated that staff received two letters from Jenna Borovansky and Ryan Botkins, she explained they had concerns with the addressing the projections above maximum height that should be allowed in the Downtown Overlay District.

Mr. Behary addressed the issue under "hardship" that states under the current code a nonconforming house could be rebuilt to the current code. He explained if the house was destroyed before 1946 could be rebuilt, but if we don't add this if anything destroyed over 50% it would have to meet the current code.

Commissioner Luttrupp inquired if the date could be changed from 1946 to 1846.

Mr. Behary explained that this would be prior to 1946, so if we did prior to 1900 we would have had less

homes built. He explained that the date of 1946 was chosen; because this is the date the city adopted the zoning codes. He stated that if the Planning Commission doesn't like this date we can change it.

Commissioner Ward questioned if a home was being constructed prior to that date and went beyond September that home would need to be built to the current code.

Commissioner Fleming stated that she feels compassion for anybody going through this type of circumstance and by having the stress to impose a modernization of what they were currently living in. She feels if they want to build the same thing with the original foot print then it should be allowed.

Mr. Behary explained that the intent for this code change is to have homes that are non-conforming to be conforming uses.

Ms. Anderson stated at the last workshop we discussed the date of 2000 and then we discussed maybe using the date when the zoning code was adopted which was 1946 which was noted in the minutes.

Commissioner Luttrupp commented we have to pick a date.

Commissioner Ward commented statistically how many homes have burned down. He understands the concern with the September 23<sup>rd</sup> date.

Mr. Behary explained if someone had a concern they could apply for a variance that would come before the Commission to explain the reasons why their request should be granted.

Commissioner Mandel stated that she feels we are getting caught up with the year more than what the year represents, which is a baseline. She stated for her, the most important thing to remember is to think about what is the purpose and intent to bring the non-conforming house to conforming and not worry about the year.

Ms. Anderson explained if the date is earlier than there would be fewer homes that would qualify. She stated the intent from Councilman Gookin when he brought this forward was for the older homes to be able to rebuild in the same character of the neighborhood. She added when we had our last workshop the discussion was that the date of 1946 made sense, because that was the era that many of the homes were non-conforming. She questioned if the commission would like to choose a different date than 1946.

Commissioner Luttrupp stated after hearing Mr. Elliott's testimony concurs with him that a person would get penalized building before or after the date. He would like the date earlier.

Chairman Messina stated also at our last workshop talked about if the existing foundation was ok and not in the current setbacks you could still rebuild your home on that foundation. He feels there are two issues; the date and if the existing foundation is acceptable.

Mr. Behary stated that using the existing foundation is written in the code.

Commissioner Ingalls commented that we should get rid of the date and feels that there aren't that many houses that burn down and of those that do there is going to be a small number that don't meet current setbacks. He feels that we should look at these applications case by case.

Mr. Behary stated since the commission concurs staff will strike the date of 1946.

Commissioner Mandel inquired in the code does it state "fire" she noticed the word "damage" is used.

Mr. Behary clarified that in the code it does state "damage"

Mr. Adams stated that he would like to address the concerns in the letters written by Jenna Borovansky and Ryan Botkins. He explained that they were both concerned with the proposed code change for

Projections above Maximum Height and the height extensions. He stated that Jenna Borovansky is present tonight and may or may not want to address the commission. He explained in the letter from Ms. Borovansky she talks about the International Building Code (IBC) and the effect of the change to the proposed change in the ordinance that it might violate the IBC standards for safety. He stated in Mr. Botkins letter he had concerns with roof access stairs needing weather protection for safety. He stated that he discussed these concerns with Ted Lantsky, Building Official, and he stated that the IBC does not address the Planning Department's height restrictions and explained that those are two separate issues. The Building Code does not overrule the Planning Commission or the zoning code height requirements which are two separate issues. He addressed roof top structures that were addressed in both letters stating that elevators and meeting the roof top structure for elevators. He stated that is not true, because as explained by Mr. Lantzky you can have an hydraulic elevator that has no roof stop structure that would be below ground and does not require additional height. He discussed parapet walls or railings around a roof those are not required by the building structure unless there is a proposed use with the rooftop. He stated that is not always required. He addressed stairs and a structure on top of the building for access by stairs not required by the building code rather the stairs can go to the top floor with a "hatch" into the roof. He wanted to share this information from the Building Official in terms what is/is not required by the IBC.

Public hearing closed.

**Commission Action:**

Commissioner Ingalls would like to make a motion that we strike the date in the Hardship section, adopt the City Engineer recommendation to Setbacks Accessory Buildings that states "All accessory structures shall be set back from neighboring properties at least five (5) feet. The setback may be reduced to three (3) feet if the structure's roof does not slope toward the neighboring property. Take the sidewalk changes off the table for now and clarify 120 sq. ft. building structures we are looking for a site plan and not a building permit.

**Motion by Ingalls, seconded by Ward, to approve Item 0-1-18. Motion approved.**

ROLL CALL:

Commissioner Fleming	Voted	Aye
Commissioner Ingalls	Voted	Aye
Commissioner Mandel	Voted	Aye
Commissioner Luttrupp	Voted	Aye
Commissioner Ward	Voted	Aye

Motion to approve carried by a 5 to 0 vote.

ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 18-1003

AN ORDINANCE AMENDING SECTION 2.48.020 OF THE COEUR D'ALENE MUNICIPAL CODE REGARDING MEMBERSHIP OF THE PLANNING AND ZONING COMMISSION; AMENDING SECTIONS 16.25.030, 16.25.050, AND 16.30.040 OF THE COEUR D'ALENE MUNICIPAL CODE REGARDING REQUIRED NOTICES IN THE SUBDIVISION PROCESS; AMENDING CERTAIN SECTIONS OF THE ZONING ORDINANCE OF THE COEUR D'ALENE MUNICIPAL CODE, INCLUDING SECTIONS IN CHAPTERS 17.01, 17.02, 17.03, 17.05, 17.06, 17.08, 17.09 AND 17.44, IN ORDER TO COMPLY WITH STATE LAW, TO CLARIFY AMBIGUITIES, TO ADDRESS DESIGN STANDARDS, TO ADDRESS REQUIRED NOTICES, AND TO ADDRESS RECENT ISSUES ARISING UNDER THE EXISTING CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

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

NOW, THEREFORE,

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

**SECTION 1.** *That section 2.48.020(A) of the Coeur d'Alene Municipal Code be amended as follows:*

A. The planning and zoning commission of the city shall consist of ~~eight (8)~~seven (7) members. The members shall be appointed by the mayor and confirmed by the city council and members may, in like manner, be removed. All members of the commission shall have continuously resided in the county for two (2) years prior to their appointment. The members of the commission shall be residents of the city during their term of office; provided, three (3) members may be nonresidents living within Kootenai County and employed within the city limits of Coeur d'Alene. ~~One member shall be a high school student, who attends school within the boundary of School District 271, between the ages of fourteen (14) and eighteen (18) years old and shall serve in an advisory capacity only and may not vote.~~ The term of office for each voting member shall be for six (6) years or until his successor is appointed and qualified; provided, however, that the terms of voting members of the planning commission may be shorter to ensure that the terms shall be staggered so that no more than three (3) terms shall expire on May 1, every two (2) years.

**SECTION 2.** *That section 16.25.030(B) of the Coeur d'Alene Municipal Code be amended as follows:*

B. A copy of the commission's final decision shall be mailed to the applicant and ~~property owners who received mailed notice of the public hearing; and, notice of the decision shall be published in the official newspaper within ten (10) days of the final decision~~ the director shall make the decision available for public inspection.

**SECTION 3.** *That section 16.25.050(C) of the Coeur d'Alene Municipal Code be amended as follows:*

C. A copy of the city council's final decision shall be mailed to the applicant and ~~property owners who received mailed notice of the public hearing; and, notice of the decision shall be published in the official newspaper within ten (10) days of the final decision~~ the clerk shall make the decision available for public inspection.

**SECTION 4.** *That section 16.30.040 of the Coeur d'Alene Municipal Code be amended as follows:*

A. The city engineer, acting as a hearing officer, will conduct a short plat subdivision review in consultation with appropriate staff. In order to approve a request for preliminary short plat approval, the city engineer must find that all of the findings required by section 16.25.030 of this title for formal plats have been met.

The city engineer will, by written decision, approve, approve with conditions, or deny the request for preliminary short plat approval. Notice of the action taken will be mailed to the applicant and all owners of real property who received notice of the requested short plat as required by section 16.30.030 of this chapter. A decision to deny must indicate the reasons for denial and explain what steps are necessary to obtain approval.

B. The ~~developer-applicant~~ or any affected party may appeal the decision of the city engineer by filing a notice of appeal with the planning director no later than ten (10) days after the date of the city engineer's decision. The appeal must be in writing and explain in a clear and concise fashion the basis for appeal. The appeal will be set for consideration before the planning commission at the next regularly scheduled meeting of the commission at which it can be reasonably accommodated. The commission will base its decision on whether the findings required by section 16.25.030 of this title have been met and will ~~issue-mail~~ a decision to the applicant and any party appealing the decision approving, approving with conditions, denying or denying the request without prejudice. The director shall make the commission's decision available for public inspection.

**SECTION 5.** *That section 17.01.025(B) and (C) of the Coeur d'Alene Municipal Code be amended as follows:*

B. Official Zoning Maps: ~~The planning director shall prepare three (3) official zoning maps of the city of Coeur d'Alene, showing the location and boundaries of each of the zoning districts~~

~~provided by this title. The Planning Director shall be responsible for the official zoning map of the city of Coeur d'Alene showing the location and boundaries of each of the zoning districts provided by this Title. The Planning Director will ensure the official zoning map is current and accurate. The Planning Director shall make an electronic copy available on the City's website. One paper map shall be kept in the Planning Department. The one (1) official zoning map and all information shown thereon are hereby declared to be an official record of the City and a part of this Title. The zoning map will correspond to the zoning ordinance and clearly indicate the zones. Paper copies will be made available on request.~~

C. Amendments: As amendments are made to the zoning ordinance with respect to the zoning districts, the planning director shall ~~make~~ensure the necessary amendments and alterations on the maps and henceforth any ordinance changing such zoning districts shall not set forth the boundaries of such districts as amended, but in lieu thereof, the official zoning maps shall be certified as true and correct by the ~~p~~Planning ~~d~~Director. ~~One map shall be kept in the office of the planning director, one map in the office of the city clerk, and one map in the office of the building inspector. The three (3) official zoning maps and all information shown thereon are hereby declared to be an official record and a part of this title. The zoning map will correspond to the zoning ordinance and clearly indicate the zones.~~

**SECTION 6.** *That section 17.02.030 of the Coeur d'Alene Municipal Code be amended as follows:*

A. "Abut" means two (2) adjoining parcels of property, with a common property line, are herein considered as one parcel abutting the other, except where two (2) or more lots adjoin only at a corner or corners; they shall not be considered as abutting unless the common property line between the two (2) parcels measures more than eight feet (8') in a single direction.

B. "Access" or "accessway" means the place, means or way by which pedestrians and vehicles shall have safe, adequate and usable ingress and egress to a property or use as required by this title.

C. "Accessory activity" means an activity which is incidental to, and customarily associated with, a specified principal activity, and which meets the applicable conditions set forth in section 17.06.610, "Accessory Use Related To Principal Uses", of this title.

D. Accessory Building: For "accessory building", see definition of Accessory Facility.

E. "Accessory dwelling unit" means a dwelling unit that is associated with and is a subordinate use to a principal dwelling unit on one lot that meets the requirements of sections 17.06.650 through 17.06.670 of this title.

F. "Accessory facility" means a facility which is incidental to, and customarily associated with, a specified principal facility and which meets the applicable conditions set forth in section 17.06.630, "Accessory Structure Criteria", of this title.

G. Accessory storage facility is:

1. A building originally constructed for use as an accessory building for the storage of materials and equipment accessory to a primary use located on the property.

2. For the purposes of this chapter, cargo containers, railroad cars, truck vans, mobile homes, manufactured homes, trailers, recreational vehicles, buses, bus bodies, shipping containers, vehicles and similar prefabricated structures and other items, originally built for purposes other than the storage of goods and materials are not accessory storage buildings.

**GH.** "Accessory use" includes accessory activity and accessory facility.

**HI.** "Acre" means a full acre containing forty three thousand five hundred sixty (43,560) square feet of area within the property lines of a lot or parcel.

**IJ.** "Activity" means the performance of a function or operation.

**JK.** "Activity group" means a type of activity which is specifically described in chapter 17.03 of this title on the basis of common functional characteristics and similar effects on other uses, and which is designated throughout the zoning ordinance by a special name including all residential, civic, commercial, service, wholesale and industrial types.

**KL.** "Adjacent" means near, close or abutting; for example, a commercial zoning district across the street or highway from a residential zoning district shall be considered as "adjacent".

**LM.** "Adjoin" means the same as "abut".

**MN.** "Affected person" or "aggrieved party" means any resident of the city of Coeur d'Alene; or any person having interest in real property in the city of Coeur d'Alene; or any person with an interest in real property located within three hundred feet (300') of the external boundaries of the land being considered.

**NO.** "Alley" means a passage or way, open to public travel and dedicated to public use, affording generally a secondary means of vehicular access to abutting lots and not intended for the general traffic circulation. Buildings facing an alley shall not be construed as satisfying the requirements of this title related to frontage on a dedicated street.

**OP.** "Alteration" means any enlargement; addition; relocation; repair; remodeling; change in number of living units; or other change in a facility, but excluding ordinary maintenance for which no building permit is required, and demolition or removal.

**PQ.** Applicant: For "applicant", see definition of Owner.

**QR.** "Apartment" means a room or suite of rooms in a multiple-family facility designed or used as a single living unit and provided with living, sleeping, kitchen, and bathroom facilities.

**SECTION 7.** *That section 17.02.040 of the Coeur d'Alene Municipal Code be amended as follows:*

A. "Caretakers Unit" means a dwelling unit designed and used as a single living unit and provided with living, sleeping, kitchen, and bathroom facilities with a maximum of 1,400 square feet that must be accessory to the commercial or manufacturing facility on the property and limited to occupancy of an employee or owner of the property.

B. "Cargo Container" means a standardized reuseable vessels that are:

1. Originally designed for or used in the packing, shipping, movement, or transportation of freight, articles, goods, or commodities: and/or

2. Originally designed for or capable of being mounted or moved by rail, truck, or ship by means of being mounted on a chassis of similar transportation device. This definition includes the terms "transport containers", "shipping containers" and "portable site storage containers" having a similar appearance to and similar characteristics of cargo containers.

**AC.** "Carport" means a permanent roofed structure with not more than two (2) enclosed sides used or intended to be used for automobile shelter or storage.

**BD.** "College" means an educational institution offering advanced instruction in an academic or business field, beyond the secondary level, including trade schools or business colleges, except those whose function is primarily commercial in nature with the training or schooling an incidental activity. This includes all accessory uses, such as dormitories, parking lots, etc.

**CE.** "Commercial coach" means a vehicle, with or without motive power, designed and equipped for human occupancy for industrial, professional or commercial purposes, and including a trailer coach.

**DE.** "Commercial zoning district" means a zoning district that permits service, retail and wholesale commercial activities.

**EG.** Construction, Start Of: "Start of construction" includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within one hundred eighty (180) days of the permit date. The "actual start" means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers, or foundation or the erection of temporary forms; nor does it include the installation on the property of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main structure.

| **FH.** "Contiguous" means the same as "abut".

| **GI.** "Corner cutoff area" means an area provided and maintained for adequate and safe visibility for vehicular and pedestrian traffic at all intersections of streets, alleys and private driveways.

| **HJ.** "Commission" means the Coeur d'Alene city planning commission.

| **IK.** "Comprehensive plan" means that plan adopted by the city council as the comprehensive plan for the city.

**SECTION 8:** *That section 17.02.055 of the Coeur d'Alene Municipal Code be amended as follows:*

A. "Facility" means a structure, or other physical site improvements, necessary to accommodate a specific activity.

B. "Family" unless otherwise specified by ordinance means any of the following:

1. One or more persons who are related by blood, marriage, or adoption; or
2. No more than four (4) persons who are unrelated by blood, marriage or adoption living together as a single housekeeping unit; or
3. No more than a total combination of five (5) persons related and unrelated living together as a single housekeeping unit; or
4. A group:
  - a. Placed in a foster home or childcare facility by an authorized agency;
  - b. Eight (8) persons or less devoting full time to a religious or ethical discipline, unrelated by blood, marriage, or adoption, any of which are living together as an independent housekeeping unit together with incidental domestic servants and temporary nonpaying guests; or
  - c. Eight (8) persons or less who are unrelated by blood, marriage, or adoption who are mentally or physically handicapped, or elderly with no more than two (2) residential staff members.

C. "Fence" means a structural device forming a vertical physical barrier.

D. "Finished grade" means the finished surface of the ground after grading for development.

E. "Floor area" means the sum of the areas of the several floors of the building or structure, including areas used for human occupancy or required for the conduct of the business or use, as measured from the inside face of exterior walls. It does not include space below grade, space dedicated to parking, mechanical spaces, elevator and stair shafts, lobbies and common spaces (including atriums), exterior decks, porches and arcades open to the air or space used for any bonus feature allowed by the applicable zoning or overlay district.

F. "Floor area ratio" is a method of calculating allowable floor area. The FAR allowed in the applicable zoning or overlay district multiplied by the parcel size (in square feet) equals the amount of allowable floor area that can be built. "Parcel size", for the purposes of this definition, is the total contiguous lot or lots under common ownership. FAR includes all structures on a site.

G. "Frontage" means a front lot line; also the length thereof. The frontage, or front, of a lot is usually the side nearest to and abutting the street.

H. Frontage, Building: "Building frontage" means that frontage which faces upon a public or private street. Where a building faces on two (2) or more streets, the frontage containing the principal entrance to the building shall be designated as the building frontage.

I. Frontage, Corner Lot: For "corner lot frontage" see subsection 17.02.080R2 of this chapter.

J. "Front wall" means the wall of a building or structure nearest the street which the building fronts, but excluding certain architectural features as cornices, canopies, eaves, or embellishments.

**SECTION 9.** *That new subsection C be added to section 17.02.070 of the Coeur d'Alene Municipal Code as follows:*

C. "Junk Yard" means an open area where junk, waste, scrap, used equipment, vehicle parts, and discarded or salvaged materials are bought, sold, exchanged, stored, baled, packed, disassembled, or handled, including but not limited to scrap iron and other metals, paper, rags, rubber tires, and bottles. A junk yard includes automobile wrecking yards, house wrecking yards, used lumberyards, and places or yards for storage of salvage house wrecking and structural steel materials and equipment, but does not include uses established entirely within enclosed buildings.

**SECTION 10:** *That section 17.02.105(A) of the Coeur d'Alene Municipal Code be amended as follows:*

A. "Recreational vehicle" means a motor home, travel trailer, truck camper, or camping trailer, with or without motive power, designed for human habitation for recreational or emergency occupancy, ~~with a living area less than two hundred twenty (220) square feet, excluding built-in equipment such as wardrobes, closets, cabinets, kitchen units or fixtures, bath and toilet rooms.~~ Any of the following vehicles which are licensed for travel on the highway: travel trailer (a vehicular, portable structure built on a chassis, designed to be used as a

temporary dwelling for travel, recreation or vacation, or one permanently identified as a travel trailer by the manufacturer of the trailer); pick-up coach (a structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel, recreation and vacation); motor home (a portable, temporary dwelling to be used for travel, recreation and vacation, constructed as an integral part of a self-propelled vehicle); and camping trailer (a canvas, material or metal folding structure, mounted on wheels, and designed for travel, recreation and vacation use).

**SECTION 11.** *That sections 17.02.130(C) and (D) of the Coeur d'Alene Municipal Code be amended as follows:*

C. **Wireless Communication Antenna Array:** A "wireless communication antenna array" is ~~one or more rods, panels, discs, or similar devices used for the transmission or reception of radio frequency (RF) signals through electromagnetic energy, which may include omni-directional antenna (whip), directional antenna (panel) and parabolic antenna (dish)~~a single or group of antenna elements, not including small cell antennas, and associated mounting hardware, transmission lines, or other appurtenances which share a common attachment device such as a mounting frame or mounting support structure for the sole purpose of transmitting or receiving wireless communication signals.

D. **Wireless Communication Facility:** A "wireless communication facility" ~~is any unstaffed facility for the transmission and/or reception of radio frequency (RF) signals through electromagnetic energy usually consisting of an equipment shelter or cabinet, a support tower, monopole tower, lattice tower and other similar structures~~ or "WCF" is a staffed or unstaffed facility or location or equipment for the transmission or reception of radio frequency (RF) signals or other wireless communications or other signals for commercial communications purposes, typically consisting of one or more antennas or group of antennas, a tower or attachment support structure, transmission cables and other transmission equipment, and an equipment enclosure or cabinets, and including small cell technologies.

**SECTION 12.** *That section 17.03.030(B) of the Coeur d'Alene Municipal Code be amended as follows:*

B. Types of structures included within residential activities are:

1. **Detached housing:** One dwelling unit, freestanding and structurally separated from any other dwelling unit or building, except for an accessory building located on a lot or building site which is unoccupied by any other dwelling unit or main building.

a. **Single-family detached housing:** One dwelling unit occupied by a "family" as defined in this title, including manufactured structures and designated manufactured homes as defined in this chapter.

b. **Group dwelling detached housing:** One dwelling unit occupied by a group as defined in subsection 17.02.045J of this title.

c. A maximum of two detached dwelling units are allowed on a lot provided the minimum lot size is met. An Accessory Dwelling Unit (ADU) constitutes a dwelling unit.

2. Duplex housing: Two (2) dwelling units that are in a side by side or vertical arrangement which share a common structural system, and are located on a lot or building site which is unoccupied by any other dwelling unit or principal use. Only one duplex housing facility is allowed on a lot provided the minimum lot size is met.

3. Multiple-family housing: A structure containing at least three (3) dwelling units ~~employing a vertical arrangement~~ located on a lot or building site ~~or portion thereof which is unoccupied by any other main building; this term includes condominium dwelling units when employing a vertical arrangement.~~ More than one multiple-family housing facility is allowed on a lot provided the minimum lot size is met and it has the appropriate zoning.

4. Private enclosed recreation facility: A structure that encloses areas and equipment for activities that are primarily recreational in nature, also mailrooms, accessory to and expressly for residential developments and not commercial in function.

5. Mobile home: A housing unit that is primarily preconstructed and brought to a site for placement, and is designed and/or intended for human habitation on a weekly or longer basis.

6. Boarding house: A residence consisting of at least one dwelling unit together with more than two (2) rooms that are rented or are designed or intended to be rented but which rooms, individually or collectively, do not constitute separate dwelling units as defined herein.

7. Single-family attached housing: Dwelling units that are side by side and employ a common wall construction and are located on separate lots.

8. Elderly housing: A structure containing at least three (3) dwelling units and specifically designated for and limited by covenant restriction to senior citizens over sixty two (62) years of age.

**SECTION 13.** *That new subsection D is added to section 17.05.001 of the Coeur d'Alene Municipal Code as follows:*

D. A maximum of two dwelling units are allowed per lot provided the lot meets the minimum lot square footage for two units and each dwelling unit meets the minimum yard (setback) requirements.

1. For the purposes of this section, the term “two dwelling units” shall mean two single family dwelling units or one single family dwelling unit and one Accessory Dwelling Unit (ADU).

**SECTION 14.** *That new section 17.05.009 is added to the Coeur d'Alene Municipal Code as follows:*

**17.05.009: NONRESIDENTIAL SITE PERFORMANCE STANDARDS; MINIMUM YARD:**

**A. Minimum yard requirements for nonresidential activities in an R-1 district shall be as follows:**

- 1. Front: The front yard requirement shall be twenty feet (20').**
- 2. Side, Interior: The interior side yard requirement shall be twenty five feet (25').**
- 3. Side, Street: The street side yard requirement shall be twenty five feet (25').**
- 4. Rear: The rear yard requirement shall be twenty five feet (25'). However, the required rear yard will be reduced by one-half (1/2) when adjacent to public open space (see section 17.06.480 of this title).**

**SECTION 15.** *That new subsection D is added to section 17.05.010 of the Coeur d'Alene Municipal Code as follows:*

**D. A maximum of two dwelling units are allowed per lot provided the lot meets the minimum lot square footage for two units and each dwelling unit meets the minimum yard (setback) requirements.**

- 1. For the purposes of this section, the term “two dwelling units” shall mean two single family dwelling units or one single family dwelling unit and one Accessory Dwelling Unit.**

**SECTION 16.** *That section 17.05.080 of the Coeur d'Alene Municipal Code be redesignated as 17.05.075 and amended as follows:*

**17.05.08075: SITE PERFORMANCE STANDARDS; MINIMUM YARD:**

**A. Minimum yard requirements for residential activities in an R-3 district shall be as follows:**

- 1. Front: The front yard requirement shall be twenty feet (20').**
- 2. Side, Interior: The interior side yard requirement shall be five feet (5'). If there is no alley or other legal access behind a lot, each lot shall have at least one side yard of ten foot (10') minimum.**
- 3. Side, Street: The street side yard requirement shall be ten feet (10').**

4. Rear: The rear yard requirement shall be twenty five feet (25'). However, the required rear yard will be reduced by one-half ( $\frac{1}{2}$ ) when adjacent to public open space (see section 17.06.480 of this title).

~~B. Minimum yard requirements for nonresidential activities in an R-3 district shall be as follows:~~

~~1. Front: The front yard requirements shall be twenty feet (20').~~

~~2. Side, Interior: The interior side yard requirement shall be twenty five feet (25').~~

~~3. Side, Street: The street side yard requirement shall be twenty five feet (25').~~

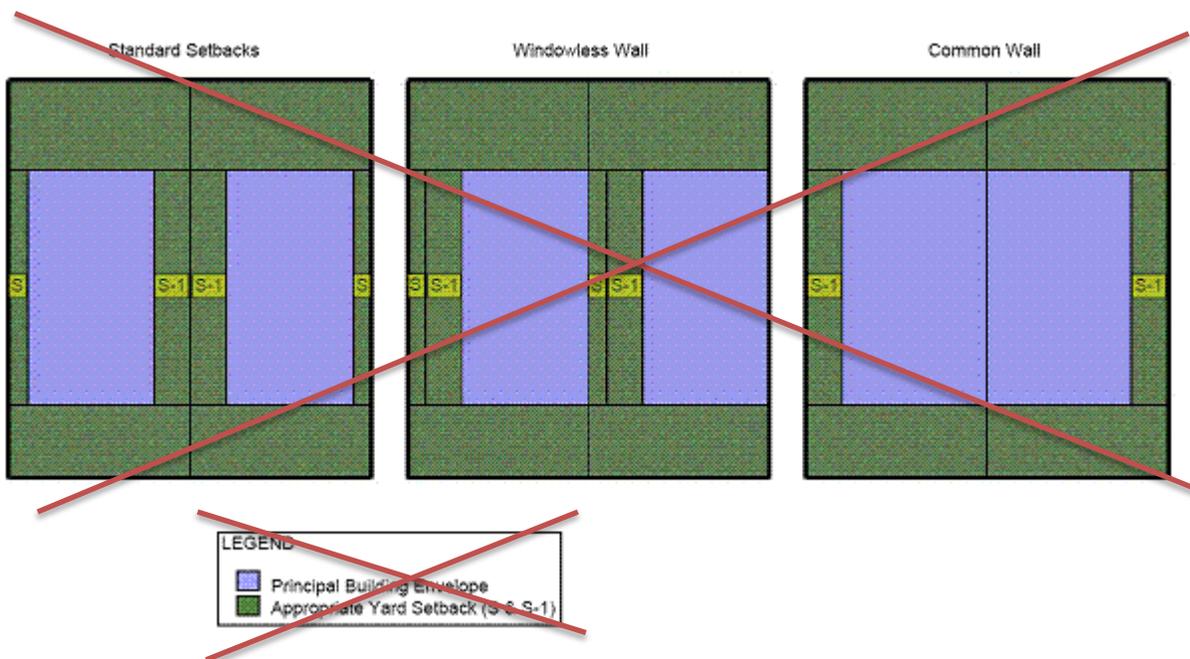
~~4. Rear: The rear yard requirement shall be twenty five feet (25'). However, the required rear yard shall be reduced by one-half ( $\frac{1}{2}$ ) when adjacent to public open space (see section 17.06.480 of this title).~~

~~C. Zero setback is permissible for single family dwellings as follows:~~

~~1. An easement, in a form acceptable to the city attorney, shall be executed between the zero lot line property owner and the owner of the adjacent lot or structure to provide for proper maintenance, repair, drainage and fire access. This easement(s) shall be recorded.~~

~~2. The minimum setbacks shall be provided as illustrated below and in the setback and spacing regulations, chapter 17.06, article V of this title.~~

~~3. The use complies with all other applicable development standards including, but not limited to, building code, mechanical code, fire code and abatement code.~~



~~DB.~~ There will be no permanent structures erected within the corner cutoff areas.

~~EC.~~ Extensions into yards are permitted in accordance with section [17.06.495](#) of this title.

**SECTION 17.** *That new section 17.05.080 is added to the Coeur d'Alene Municipal Code as follows:*

**17.05.080: NONRESIDENTIAL SITE PERFORMANCE STANDARDS; MINIMUM YARD:**

A. Minimum yard requirements for nonresidential activities in an R-3 district shall be as follows:

1. Front: The front yard requirements shall be twenty feet (20').
2. Side, Interior: The interior side yard requirement shall be twenty five feet (25').
3. Side, Street: The street side yard requirement shall be twenty five feet (25').
4. Rear: The rear yard requirement shall be twenty five feet (25'). However, the required rear yard shall be reduced by one-half (1/2) when adjacent to public open space (see section 17.06.480 of this title).

**SECTION 18.** *That new subsection C is added to section 17.05.081 of the Coeur d'Alene Municipal Code as follows:*

C. A maximum of two dwelling units are allowed per lot provided the lot meets the minimum lot square footage for two units and each dwelling unit meets the minimum yard (setback) requirements.

1. For the purposes of this section, the term “two dwelling units” shall mean two single family dwelling units or one single family dwelling unit and one Accessory Dwelling Unit (ADU).

**SECTION 19.** *That section 17.05.088 of the Coeur d'Alene Municipal Code be amended as follows:*

A. Minimum yard requirements for residential activities in an R-5 district shall be as follows:

1. Front: The front yard requirement shall be twenty feet (20').
2. Side, Interior: The interior side yard requirement shall be five feet (5'). If there is no alley or other legal access behind a lot, each lot shall have at least one side yard of ten foot (10') minimum.

3. Side, Street: The street side yard requirement shall be ten feet (10').
4. Rear: The rear yard requirement shall be twenty five feet (25'). However, the required rear yard will be reduced by one-half (1/2) when adjacent to public open space (see section 17.06.480 of this title).

~~5. Setback: Zero setback is permissible for single family dwellings as set forth in subsection 17.05.080C of this chapter.~~

~~B. Minimum yard requirements for nonresidential activities in an R-5 district shall be as follows:~~

- ~~1. Front: The front yard requirement shall be twenty feet (20').~~
- ~~2. Side, Interior: The interior side yard requirement shall be twenty five feet (25').~~
- ~~3. Side, Street: The street side yard requirement shall be twenty five feet (25').~~
- ~~4. Rear: The rear yard requirement shall be twenty five feet (25'). However, the required rear yard will be reduced by one-half (1/2) when adjacent to public open space (see section 17.06.480 of this title).~~

~~B. There will be no permanent structures erected within the corner cutoff areas.~~

~~C. Extensions into yards are permitted in accordance with section 17.06.495 of this title.~~

**SECTION 20.** *That new section 17.05.089 is added to Article III of Chapter 17.05 of the Coeur d'Alene Municipal Code as follows:*

**17.05.089: NONRESIDENTIAL SITE PERFORMANCE STANDARDS; MINIMUM YARD:**

A. Minimum yard requirements for nonresidential activities in an R-5 district shall be as follows:

1. Front: The front yard requirement shall be twenty feet (20').
2. Side, Interior: The interior side yard requirement shall be twenty five feet (25').
3. Side, Street: The street side yard requirement shall be twenty five feet (25').
4. Rear: The rear yard requirement shall be twenty five feet (25'). However, the required rear yard will be reduced by one-half (1/2) when adjacent to public open space (see section 17.06.480 of this title).

**SECTION 21.** *That new subsection E is added to section 17.05.090 of the Coeur d'Alene Municipal Code as follows:*

E. A maximum of two dwelling units are allowed per lot provided the lot meets the minimum lot square footage for two units and each dwelling unit meets the minimum yard (setback) requirements.

1. For the purposes of this section, the term “two dwelling units” shall mean two single family dwelling units, one single family dwelling unit and one Accessory Dwelling Unit (ADU), or one duplex.

**SECTION 22.** *That section 17.05.160 of the Coeur d'Alene Municipal Code be amended as follows:*

A. Minimum yard requirements for residential activities in an R-8 district shall be as follows:

1. Front: The front yard requirement shall be twenty feet (20').

2. Side, Interior: The interior side yard requirement shall be five feet (5'). If there is no alley or other legal access behind a lot, each lot shall have at least one side yard of ten foot (10') minimum.

3. Side, Street: The street side yard requirement shall be ten feet (10').

4. Rear: The rear yard requirement shall be twenty five feet (25'). However, the required rear yard will be reduced by one-half (1/2) when adjacent to public open space (see section 17.06.480 of this title).

~~A. Single family and duplex structures must meet the minimum yard requirements for a single family structure established by the R-3 district.~~

~~B. Minimum distances between residential buildings on the same lot shall be determined by the currently adopted building code.~~

~~B.~~ There will be no permanent structures erected within the corner cutoff areas.

~~D.~~ Extensions into yards are permitted in accordance with section 17.06.495 of this title.

**SECTION 23.** *That new subsection E is added to section 17.05.170 of the Coeur d'Alene Municipal Code as follows:*

E. A maximum of two dwelling units are allowed per lot provided the lot meets the minimum lot square footage for two units and each dwelling unit meets the minimum yard (setback) requirements.

1. For the purposes of this section, the term “two dwelling units” shall mean two single family dwelling units, one single family dwelling unit and one Accessory Dwelling Unit (ADU), or one duplex.

**SECTION 24.** *That section 17.05.180 of the Coeur d'Alene Municipal Code be amended as follows:*

Principal permitted uses in an R-12 district shall be as follows:

Administrative.

Duplex housing.

Essential service (underground).

"Home occupation", as defined in this title.

Neighborhood recreation.

Public recreation.

Single-family detached housing ~~as specified by the R-8 district.~~

**SECTION 25.** *That section 17.05.240 of the Coeur d'Alene Municipal Code be amended as follows:*

A. Minimum yard requirements for residential activities in an R-12 district shall be as follows:

1. Front: The front yard requirement shall be twenty feet (20').

2. Side, Interior: The interior side yard requirement shall be five feet (5'). If there is no alley or other legal access behind a lot, each lot shall have at least one side yard of ten foot (10') minimum.

3. Side, Street: The street side yard requirement shall be ten feet (10').

4. Rear: The rear yard requirement shall be twenty five feet (25'). However, the required rear yard will be reduced by one-half (1/2) when adjacent to public open space (see section 17.06.480 of this title).

~~A. Single-family and duplex structures must meet the minimum yard requirements for a single family structure established by the R-3 district.~~

~~B. Minimum distances between residential buildings on the same lot shall be determined by the currently adopted building code.~~

~~EB.~~ There will be no permanent structures erected within the corner cutoff areas.

~~DC.~~ Extensions into yards are permitted in accordance with section 17.06.495 of this title.

**SECTION 26.** *That section 17.05.260 of the Coeur d'Alene Municipal Code be amended as follows:*

Principal permitted uses in an R-17 district shall be as follows:

Administrative.

Childcare facility.

Community education.

Duplex housing as specified by the R-12 district.

Essential service.

"Home occupation", as defined in this title.

Multiple-family.

Neighborhood recreation.

Public recreation.

Single-family detached housing ~~as specified by the R-8 district.~~

**SECTION 27.** *That section 17.05.320 of the Coeur d'Alene Municipal Code be amended as follows:*

A. Minimum yard requirements for single family and duplex residential activities in an R-17 district shall be as follows:

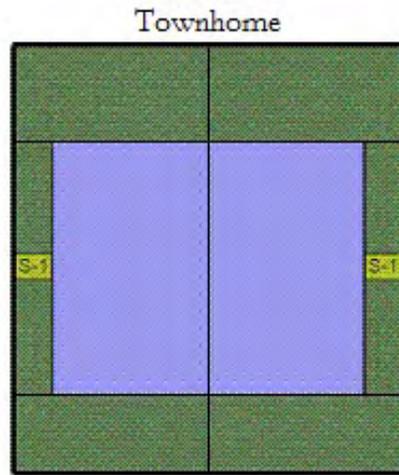
1. Front: The front yard requirement shall be twenty feet (20').

2. Side, Interior: The interior side yard requirement shall be five feet (5'). If there is no alley or other legal access behind a lot, each lot shall have at least one side yard of ten foot (10') minimum.

3. Side, Street: The street side yard requirement shall be ten feet (10').

4. Rear: The rear yard requirement shall be twenty five feet (25'). However, the required rear yard will be reduced by one-half (1/2) when adjacent to public open space (see section 17.06.480 of this title).

B. Zero side yard setback is permissible for Townhome dwellings as follows:



1. Front: The front yard requirement shall be twenty feet (20').

2. Side, Interior: Zero (0') feet for the shared wall that is on the property line going through the building and the other side setbacks as shown as S-1 on the diagram above shall be eight (8') feet.

3. Side, Street: The street side yard requirement shall be ten feet (10').

4. Rear: The rear yard requirement shall be twenty five feet (25'). However, the required rear yard will be reduced by one-half (1/2) when adjacent to public open space (see section 17.06.480 of this title).

~~A. Single family and duplex structures must meet the minimum yard requirements for a single family structure established by the R-3 district.~~

BC. Multiple-family housing at seventeen (17) units per acre:

1. Front: The front yard requirement shall be twenty feet (20').

2. Side, Interior: The interior side yard requirement shall be ten feet (10').

3. Side, Street: The street side yard requirement shall be twenty feet (20').

4. Rear: The rear yard requirement shall be twenty feet (20'). However, the required rear yard will be reduced by one-half (1/2) when adjacent to public open space (see section 17.06.480 of this title).

~~ED~~. Minimum distances between residential buildings on the same lot shall be determined by the currently adopted building code.

~~DE~~. There will be no permanent structures erected within the corner cutoff areas.

~~EE~~. Extensions into yards are permitted in accordance with section 17.06.495 of this title.

**SECTION 28.** *That section 17.05.760 of the Coeur d'Alene Municipal Code be amended as follows:*

Permitted uses by special use permit in an LM district shall be as follows:

Administrative offices.

Adult entertainment.

Banks and financial establishments.

Business supply retail sales.

Business support service.

Commercial recreation.

Communication service.

Consumer repair service.

Convenience sales.

Convenience service.

Criminal transitional facility.

Department stores.

Extensive impact.

Extractive industry.

Finished goods retail.

Food and beverage stores for on/off site consumption.

Funeral service.

Group assembly.

Home furnishing retail sales.

Hotel/motel.

Mobile food court.

Personal service establishments.

Professional offices.

Retail gasoline sales.

Specialty retail sales.

Veterinary office or clinic.

~~Wireless communication facility.~~

**SECTION 29.** *That section 17.05.840 of the Coeur d'Alene Municipal Code be amended as follows:*

Permitted uses by special use permit in an M district shall be as follows:

Administrative offices.

Adult entertainment.

Banks and financial establishments.

Business supply retail sales.

Business support service.

Commercial recreation.

Communication service.

Consumer repair service.

Convenience sales.

Convenience service.  
Criminal transitional facility.  
Department stores.  
Extractive industry.  
Finished goods retail.  
Food and beverage stores for on/off site consumption.  
Funeral service.  
Group assembly.  
Heavy manufacture.  
Home furnishing retail sales.  
Hotel/motel.  
Mobile food court.  
Personal service establishments.  
Professional offices.  
Retail gasoline sales.  
Specialty retail sales.  
Veterinary office or clinic.

~~Wireless communication facility.~~

**SECTION 30.** *That section 17.05.1020 of the Coeur d'Alene Municipal Code be amended as follows:*

~~The maximum height for all uses in an NC district shall not exceed thirty two feet (32').~~

Maximum height requirements in a NC district shall be as follows:

MAXIMUM HEIGHT

	<u>Structure Location</u>	
<u>Structure Type</u>	<u>In Buildable Area For Principal Facilities</u>	<u>In Rear Yard</u>
<u>Principal structure</u>	<u>32 feet</u>	<u>n/a</u>
<u>Detached accessory building including garages and carports</u>	<u>32 feet</u>	<u>With low or no slope roof: 14 feet. With medium to high slope roof: 18 feet</u>

**SECTION 31.** *That the title of section 17.06.025 of the Coeur d'Alene Municipal Code be amended as follows:*

**17.06.025: PERMITTED AND SPECIALLY PERMITTED USES; ~~OTHER USES PROHIBITED:~~**

**SECTION 32.** *That new section 17.06.027 of the Coeur d'Alene Municipal Code be added as follows:*

**17.06.027: USES PROHIBITED:**

A. Gated residential developments/communities are prohibited unless approved as part of a PUD.

B. Recreational Vehicles are prohibited as temporary dwelling units during construction.

C. Boats trailers, RV's and other such instrumentalities are not considered places of permanent habitation within the city. Residing in such is only allowed in a lawfully established RV Park or as otherwise permitted by this code.

**SECTION 33.** *That new section 17.06.035 of the Coeur d'Alene Municipal Code be added as follows:*

**17.06.035: PROHIBITED ACTIVITY:**

A. The following is prohibited on individual residential lots or single commercial lots.

1. Filling in and raising the grade (Natural Grade) of a lot. The Finished Grade must be equal to or within one foot of the Natural Grade of the lot. However, filling can be done on lower lots so long as the finished grade is not greater than the adjoining lots.

2. Berming up and building retaining walls at the back of a side walk that is not at the Natural Grade prior to development activity.

3. These prohibitions do not apply to projects over 1 ½ acres or master planned communities where grading and contouring is done in a methodical manner to benefit the project and does not negatively impact adjacent properties, and as approved by the Planning Commission with a project request.

4. Hillside lots shall comply with the allowable disturbed area requirements.

B. Duty of Applicant: Natural Grade elevation must be established by the applicant at time of obtaining a Building Permit and noted on the site plan or plan set.

**SECTION 34.** *That new section 17.06.040 of the Coeur d'Alene Municipal Code be added as follows:*

**17.06.040: REQUIREMENTS FOR SITE LOCATION PERMITS:**

A. A Site Location permit shall be required for the improvement of or addition to a building, structure, or land or part thereof; for the relocation of a structurally sound building, structure or part thereof, whether relocated on the same lot or onto any lot under the jurisdiction of this chapter; or for any structural alteration which will result in changing the use of all or any part of a building or structure.

B. Notwithstanding the foregoing, no such permit is required for one story accessory buildings or structures provided the floor area does not exceed 120 square feet, the location of which are restricted by this Chapter.

C. A Site Location permit shall be acquired by the owner of the property or by the authorized agent of such owner before physically undertaking any construction, including excavation, erection, extension, addition, relocation, alteration, or substantial improvement.

D. Application for a Site Location permit shall be made to the Department of Building Services, accompanied by plans, specifications and other supplementary information necessary to obtain a building permit.

E. On structures 120 square feet to 200 square feet inspections are limited to ensure that the setbacks are met for the proposed structure per the approved site plan.

**SECTION 35.** *That section 17.06.320 of the Coeur d'Alene Municipal Code be repealed in its entirety.*

**SECTION 36.** *That section 17.06.325(A) of the Coeur d'Alene Municipal Code be amended as follows:*

A. Structures Extending Above Building: Projections above any building including, ~~but not limited to, elevator, and stairway housings, tanks, ventilating fans or similar equipment required to operate and maintain the building, fire or parapet walls, flush mount~~ skylights, ~~towers, spires, flagpoles, chimneys, smokestacks, silos,~~ radio or television aerials, masts or antennas, and

~~similar projections, and structures other than those containing any living unit~~ may extend not more than fifteen feet (15') above the maximum height prescribed for the building provided such projections cover, in the aggregate, no more than ten percent (10%) of the horizontal area of the building except as provided below.

**SECTION 37.** *That new section 17.06.410 be added to the Coeur d'Alene Municipal Code as follows:*

**17.06.410: MEASUREMENT OF SETBACK:**

The setback measurement shall be measured to the wall of the structure.

A. Front Setbacks: Shall be measured from the closest point on the property line, the back of sidewalk, or ten feet (10') from the back of the curb, whichever is the greater setback.

B. Side Street Setbacks: Shall be measured from the closest point on the property line, the back of sidewalk, or ten feet (10') from the back of the curb, whichever is the greater setback.

C. Side and Rear Setbacks: Shall be measured from the closest point on the property line to the wall of the structure.

**SECTION 38.** *That section 17.06.425 of the Coeur d'Alene Municipal Code be amended as follows:*

~~All accessory structures must be set back at least five feet (5') from side and rear yard lot lines unless the structure's roof slopes toward the interior of the lot or is otherwise constructed in a manner that prevents snow and runoff from crossing the property line.~~

Setbacks for accessory structures located in the rear twenty five feet (25') of a lot:

A. SIDE YARD: All accessory structures shall be set back from the side lot line at least five (5) feet.

1. However, an accessory structure may be set back three (3') feet from the side property line provided the roof does not slope toward the side property line.

2. A detached accessory structure may encroach up to three (3') feet beyond the 25-foot rear yard and still maintain the above mentioned requirement, provided the height of the detached structure does not exceed eighteen (18') feet.

B. REAR YARD: All accessory structures shall be set back from the rear lot line at least five (5) feet.

1. However, an accessory structure may be set back three (3') feet from the rear property line, provided the roof does not slope toward the rear property line.

2. Lots with an alley in the rear of the lot may have an accessory structure that can be setback three (3') feet from the rear property line regardless of how the roof is sloped.

3. A detached accessory structure may encroach up to three (3') feet beyond the 25-foot rear yard and still maintain the above mentioned requirements, provided the height of the detached structure does not exceed eighteen (18') feet.

**SECTION 39.** *That section 17.06.480 of the Coeur d'Alene Municipal Code be amended as follows:*

In all zoning districts, wherever a rear lot line abuts a permanent, unoccupied and unobstructed public or private open space area not including rights of way, which has a ~~maximum~~-minimum depth beyond the rear lot line of thirty feet (30'), the required rear yard dimension prescribed in the applicable zoning district may be reduced by one-half (1/2); provided that under no circumstances may the rear yard be less than ~~twelve~~ twelve feet (~~10~~12).

**SECTION 40.** *That section 17.06.495 of the Coeur d'Alene Municipal Code be amended as follows:*

A. Extensions Into Front Yards: Where any front yard is required, no building shall hereafter be erected nor shall any addition be made to any existing building that projects into the minimum required front yard; subject to the following exceptions:

1. Eaves, cornices, belt courses, and similar ornamentation may project over a front yard not more than two feet (2').

2. Open porches, covered unenclosed one-story porches over a first floor entry, platforms, or terraces, the floors of which are not higher than the first floor of the building, may extend into the front yard ten feet (10') but not closer than ten feet (10') to the front property line. Steps may connect such porches, platforms or terraces to the surface of the front yard.

3. Chimneys may extend into a front yard a distance of not more than twenty four inches (24").

4. Structures completely below natural grade may extend into the front yard not more than one-half ( $\frac{1}{2}$ ) the distance of the normal requirement.

5. Egress Window Wells below grade may extend into the front yard not more than three feet (3').

B. Extensions Into Side Yards: When any side yard is required, no building shall be hereafter erected nor shall any addition be made to an existing building that projects into the minimum required side yard, subject to the following exceptions:

1. Eaves, cornices, belt courses, private noncommercial greenhouses, and similar ornamentation may extend into a side yard for a distance of not more than two feet (2').
2. Platforms, terraces, and steps, not over forty two inches (42") in height may be extended into a side yard not more than two feet (2').
3. Chimneys may extend into a side yard a distance of not more than twenty four inches (24").
4. Structures completely below natural grade may extend into the side yard not more than one-half ( $\frac{1}{2}$ ) the distance of the normal requirement.

5. Egress window wells below grade may extend into the side yard not more than three feet (3') and be no closer than two feet (2') from the side property line.

C. Extensions Into Rear Yards: When a rear yard is required, no building shall be hereafter erected nor shall any addition be made to any existing building that projects into the minimum required rear yard, subject to the following exceptions:

1. The usual accessory buildings commonly appurtenant to the principal structure erected on the lot, such as private storage garages, fuel storage sheds, private, noncommercial greenhouses, or a child's playhouse may be erected within a rear yard. Greenhouses, when attached to the principal structure, may extend into the required rear yard to within ten feet (10') of the rear property line.
2. Eaves, cornices, steps, platforms, terraces, and open porches may extend into a rear yard to within ten feet (10') of the rear property line.
3. Chimneys may extend into a rear yard a distance of not more than twenty four inches (24").
4. Structures completely below grade may extend into the rear yard not more than one-half ( $\frac{1}{2}$ ) the distance of the normal requirement.

5. Egress Window Wells below grade may extend into the rear yard not more than three feet (3').

**SECTION 41.** *That new section 17.06.620 be added to the Coeur d'Alene Municipal Code as follows:*

**17.06.620: PROHIBITED ACCESSORY STRUCTURES:**

The following are prohibited in all Residential Zoning Districts, any Commercial Zoning Districts where the primary use is considered residential, DC, and all Infill Districts:

1. Cargo containers, shipping containers, transport containers, portable site storage containers, rail cars, or similar instrumentalities, regardless of any modification thereto.

**SECTION 42.** *That section 17.06.640 of the Coeur d'Alene Municipal Code be amended as follows:*

A. Accessory structures shall be subject to the height regulations specified in article IV of this chapter and to the spacing and setback regulations specified in article V of this chapter.

B. The following requirements are for shipping containers in the C-17, LM and M Districts

1. Permit: must obtain a building permit.

2. Egress: must have an egress access approved by the Building Department.

3. Foundation: must be on a foundation approved by the Building Department.

**SECTION 43.** *That section 17.06.660 of the Coeur d'Alene Municipal Code be amended as follows:*

A. Maximum Building Height: Maximum building heights for ADUs are:

1. Thirty two feet (32') when built within the buildable area for the principal structure.

2. Fourteen feet (14') when built in the rear yard with a low or no slope roof or eighteen feet (18') when built in the rear yard with a medium or high slope roof.

B. Setbacks: Setbacks for ADUs are:

1. Front: The front yard requirement shall be twenty feet (20').

2. Side, Interior: The interior side yard requirement shall be five feet (5'). If there is no alley or other legal access behind a lot, each lot shall have at least one side yard of ten feet (10') minimum.

3. Side, Street: The street side yard requirement shall be ten feet (10').

4. Rear: ~~Zero feet (0').~~ Setbacks for ADU's located in the rear twenty-five feet (25') of a lot:

a. SIDE YARD: All accessory structures shall be set back from the side lot line at least five (5) feet.

i. However, an accessory structure may be set back three (3') feet from the side property line provided the roof does not slope toward the side property line.

ii. A detached ADU may encroach up to three (3') feet beyond the 25 foot rear yard and still maintain the above mentioned requirement, provided the height of the detached structure does not exceed eighteen (18') feet.

b. REAR YARD: All accessory structures shall be set back from the rear lot line at least five (5) feet.

i. However, an accessory structure may be set back three (3') feet from the rear property line, provided the roof does not slope toward the rear property line.

ii. Lots with an alley in the rear of the lot may have an accessory structure that can be set back three (3') feet from the rear property line regardless of how the roof is sloped.

iii. A detached ADU may encroach up to three (3') feet beyond the 25 foot rear yard and still maintain the above mentioned requirements, provided the height of the detached structure does not exceed eighteen (18') feet.

C. Parking: ~~No additional~~One (1) additional parking space beyond that required for the principal dwelling is required.

D. Owner Occupancy: Either the principal dwelling unit or the accessory dwelling unit must be occupied by a majority owner of the property or an immediate family member of the property owner. "Owner occupancy" is defined as a property owner, as reflected in title records, who makes his or her legal residence at the site, as evidenced by voter registration, vehicle registration, or similar means, and actually resides at the site more than six (6) months out of any given year.

E. Number Of Occupants: One accessory dwelling unit is permitted as subordinate to an existing single-family dwelling; provided the total number of occupants in both the principal dwelling unit and accessory dwelling unit combined does not exceed the maximum number established for a "family" as defined in section 17.02.055 of this title.

F. Subdivision: Accessory dwelling units shall not be subdivided or otherwise segregated in ownership from the principal dwelling unit.

G. Size And Scale: The square footage of the accessory dwelling unit shall be a minimum of three hundred (300) square feet and a maximum of seven hundred (700) square feet, excluding any garage area; provided, the square footage of the accessory dwelling unit shall not exceed

forty percent (40%) of the total square footage of the primary dwelling unit, excluding the garage area, as it exists or as it may be modified.

H. Location: The accessory dwelling unit may be added to or included within the principal unit, including a basement, or located in a detached structure. Other code standards may apply.

I. Entrances: The single-family dwelling containing the accessory dwelling unit shall have only one entrance on each front or street side of the residence.

J. Additions: Additions to an existing structure or newly constructed detached structures created for the purpose of developing an accessory dwelling unit, shall be designed consistent with the existing roof pitch, siding, and windows of the principal dwelling unit.

K. Conversion Of Existing Structures: Any existing structure that is converted into an accessory dwelling unit must meet all of the requirements of this section.

L. If an Accessory Dwelling Unit (ADU) is going to be used for less than 30-day stays, the owner shall comply with the rules of Short-Term Rental requirements in Article X of this Chapter, see 17.08.1010.

**SECTION 44.** *That new section 17.06.675 be added to the Coeur d'Alene Municipal Code as follows:*

**17.06.675: ACCESSORY; CARETAKERS UNIT STANDARDS:**

A. Maximum Building Height: Maximum building height for Accessory Caretakers Unit shall be:

1. Thirty two feet (32') within the buildable area for the principal structure.
2. Fourteen feet (14') when built in the rear yard with a low or no slope roof or eighteen feet (18') when built in the rear yard with a medium or high slope roof.

B. Setbacks: Setbacks for an Accessory Caretakers Unit are:

1. Front: The front yard requirement shall be twenty feet (20').
2. Side, Interior: The interior side yard requirement shall be five feet (5'). If there is no alley or other legal access behind a lot, each lot shall have at least one side yard of ten feet (10') minimum.
3. Side, Street: The street side yard requirement shall be ten feet (10').
4. Rear: Five feet (5').

C. Parking: One (1) parking space beyond that required for the principal structure is required.

D. Occupancy: The accessory caretakers unit must be occupied by an employee of the commercial use on the property, a majority owner of the property, or an immediate family member of a property owner. "Majority Owner" is defined as the person or entity who owns a more than fifty percent (50%) interest in the property, as reflected in title records, who makes his or her legal residence at the site, as evidenced by voter registration, vehicle registration, or similar means, and who actually resides on the property more than six (6) months out of any given year.

E. Number Of Occupants: One accessory caretakers unit is permitted as subordinate to an existing commercial or manufacturing use; provided the total number of occupants in the caretaker's dwelling unit does not exceed the maximum number established for a "family" as defined in section 17.02.055(B) of this title.

F. Subdivision: The property on which an Accessory Caretakers Unit is located shall not be subdivided or otherwise severed from the property on which the principal commercial unit.

G: Affidavit and Recording Requirements: A deed restriction in a form acceptable to the City shall be provided by the owner(s) of the parcel agreeing that the property on which the caretakers unit is located will not be subdivided or otherwise severed from the property on which the commercial facility is located. The document shall be recorded by the owner(s) with the county recorder and such restrictions shall run with the land. The document shall identify the address of the property, state that the employee of the commercial use on the property, the majority owner of the property, or an immediate family member of an owner resides in the caretaker's unit. The document shall include a statement that the owner(s) will notify any prospective purchasers of the property regarding the restrictions imposed by this section, and provide that the right to an accessory caretaker's dwelling unit shall be lost if any of the requirements of this section are violated.

H. Size And Scale: The square footage of the accessory caretaker's unit shall be a minimum of three hundred (300) square feet and a maximum of fourteen hundred (1400) square feet of floor area, excluding any garage area; provided, the square footage of the accessory caretaker's apartment shall not exceed forty percent (40%) of the total square footage of the associated commercial or manufacturing building.

I. Maximum Number of Caretaker Units: One Caretaker Unit allowed per parcel or use, whichever is less.

**SECTION 45.** *That section 17.06.930(B) of the Coeur d'Alene Municipal Code be amended as follows:*

B. Nonconforming As To Facility: Whenever a nonconforming facility is damaged or destroyed to the extent that reconstruction, repairing, or rebuilding will exceed fifty percent (50%) of the replacement costs of the facility as it was immediately prior to the damage, as

determined by a qualified appraiser, the facility ~~may not~~must be restored ~~as nonconforming in~~conformance with all current Code requirements. However, single family dwellings may be restored without conforming to current Code requirements provided that the following requirements are met:

1. Foundation: The existing foundation of the older structure must be kept and used for the proposed replacement structure or to verify the footprint of the damaged structure. If the existing foundation is not structurally sound, then the City Building Official or designee will need very in writing that the existing foundation is unusable for the replacement structure. The replacement structure must use the exact layout (Foundation Footprint) of the damaged structure to site/locate for the replacement structure.

2. Bulk/Square Foot above ground: The proposed replacement structure must not be greater in square footage above ground than was the structure that was damaged.

3. Building Height: The proposed replacement structure must not be greater in height above ground than was existing prior to the damage.

4. Zero Setback – Adjacent affected property: If a prior existing structure was at zero (0') feet from the property line then a granting of a maintenance easement from the adjoining property owner must be obtained. An easement, in a form acceptable to the city attorney, shall be executed between the zero lot line property owner and the owner of the adjacent lot or structure to provide for proper maintenance, repair, drainage and fire access. This easement(s) shall be recorded.

5. If prior existing structure was over any property line or in the right-of-way (ROW), the new proposed replacement structure cannot be rebuilt if it extends into a property with a different ownership or into the ROW.

It is the owner's burden of proof to provide information relating to prior existing conditions of the structure and site as it relates to the above referenced items.

**SECTION 46.** *That section 17.08.235(A) of the Coeur d'Alene Municipal Code be amended as follows:*

A. Projections above maximum height shall not be allowed ~~pursuant to section 17.06.325 of this title, except that solar collector panels, and dish antennas and other rooftop structures not normally appurtenant to the building may be~~allowed by variance as set forth in section 17.08.255 of this chapter.

**SECTION 47.** *That section 17.08.255 of the Coeur d'Alene Municipal Code be amended as follows:*

A variance may be granted from any provision of the shoreline regulations, pursuant to chapter 17.09, article VII of this title, and provided that the variance conforms to the stated purpose of the shoreline regulations, except for projections above maximum height.

**SECTION 48.** *That section 17.44.280 of the Coeur d'Alene Municipal Code be amended as follows:*

A. The parking area shall be planned so that vehicles leaving the parking area and entering a public right of way shall have the opportunity to exit in a forward direction. This requirement shall not apply to any parking area serving four (4) or fewer dwelling units.

B. Vehicular access to streets will be permitted only in accordance with approved driveway locations and access design.

C. All driveway approaches shall be set back from the side property line by a minimum of five feet (5') and there shall be a minimum of ten feet (10') between driveway approaches except as allowed by the policy adopted by resolution of the city council. No more than fifty percent (50%) of frontage may be used for driveway approaches. See city of Coeur d'Alene standard drawings for location of driveway approaches, definitions and details.

1. Residential: Individual residential driveway approaches shall be a minimum of sixteen feet (16') wide and a maximum of thirty six feet (36') wide.

2. Other Approaches: For all other activities, driveway approaches shall be a minimum of eighteen feet (18') wide and a maximum of forty feet (40') wide.

3. Exceptions: Emergency vehicle facilities, including fire stations and ambulance services, may exceed these maximum allowable curb cuts and widths upon approval of the city engineer or engineer's designee.

D. Driveway approach location(s) shall be approved by the city engineer. Driveway approach(es) shall not be closer than twenty feet (20') from the end of the curb radius or planned curb radius, when approaching an intersection, or closer than ten feet (10') from the end of the curb radius, or planned curb radius, when leaving an intersection. All approach construction shall comply with the city of Coeur d'Alene standard drawings and specifications. Driveway approaches are not allowed within the functional area of a signalized intersection with the approval of the City Engineer.

E. Driveways and traffic aisles providing access to garages, carports and open parking areas serving two (2) or fewer dwelling units shall be a minimum of ten feet (10') in width. For all other residential uses, driveways and traffic aisles providing access to garages, carports and open parking areas shall be a minimum of twelve feet (12') in width for one-way traffic and a minimum of twenty four feet (24') in width for two-way traffic.

F. Ribbon Driveways on private property that consist of two wheel tracks with a turf median are allowed for single family dwellings, in lieu of a fully paved driveway, provided that landscaping is planted and maintained in between the ribbons. Each wheel track shall be surfaced in compliance with the requirements of this chapter and shall be at least two feet (2') in width.

**SECTION 49.** *That section 17.44.310(A) of the Coeur d'Alene Municipal Code be amended as follows:*

A. All parking areas, driveways and maneuvering areas shall be paved and permanently maintained with asphaltic concrete, Portland cement concrete or concrete paver blocks, permeable pavers, grasscrete, grassgrid, or similar material as approved by the City Engineer.

For single-family and duplex residential primary uses, paving shall be provided for the required parking spaces and the required driveway, or for the driveway area from the property line facing the street to the rear wall of the residence, whichever meets the requirements.

~~Paving shall not be required for storage buildings in areas of single family or duplex primary use on properties which provide parking spaces that are in excess of the minimum required.~~

**SECTION 50.** *That sections 17.09.120(C) and (D) of the Coeur d'Alene Municipal Code be amended as follows:*

C. Planning Commission Action: The commission shall after notice hold said hearing to consider the proposal and render a decision. The commission may recommend approval, conditional approval, deny, deny without prejudice; or with the consent of the applicant defer action until necessary studies and plans have been completed. ~~In case of recommended approval, a copy of the commission's decision shall be mailed to the applicant within seven (7) days of the decision. In case of denial or denial without prejudice, a~~ copy of the planning commission decision shall be mailed to the applicant and ~~property owners who received mailed notice of the public hearing and notice of the decision by the planning commission shall be published in the official newspaper within seven (7) days of the decision~~ the Director shall make the commission's decision available for public inspection.

D. Forwarding Of Recommendation: In the case of approval, the commission shall automatically forward its recommendation to the city council for appropriate action. In case of denial of a private party application, the decision of the commission shall become final ten (10) days after the date ~~of written notice of the decision has been published in the official newspaper~~ the decision is mailed to the applicant unless appealed to the city council pursuant to subsection 17.09.125B of this chapter.

**SECTION 51.** *That section 17.09.215(C) of the Coeur d'Alene Municipal Code be amended as follows:*

C. Planning Commission Action: The planning commission shall determine whether the proposal conforms to the special use permit criteria and may grant or deny the application for the proposed special use permit or require such changes or impose such reasonable conditions of approval as are in their judgment necessary to ensure conformity of the criteria. They shall make specific written findings to support their decisions. A copy of the planning commission decision

shall be mailed to the applicant and ~~property owners who received mailed notice of the public hearing and notice of the decision by the planning commission shall be published in the official newspaper within seven (7) days of the decision~~ the Director shall make the commission's decision available for public inspection. The determination of the planning commission shall be made within forty (40) days after the hearing. It shall become final ten (10) days after the date of written notice of the decision has been ~~published in the official newspaper mailed to the applicant~~ unless appealed to the city council pursuant to subsection 17.09.125B of this chapter.

**SECTION 52.** *That section 17.09.330(B) of the Coeur d'Alene Municipal Code be amended as follows:*

B. Distribution Of Decision: The record of decision will be mailed to the applicant, ~~authorized representatives, and any other persons who have requested that they receive notice of future meetings regarding the project as allowed by this chapter~~ and the director shall make the commission's decision available for public inspection. Once the final decision has been issued and the appeal period is exhausted, the decisions shall be recorded as a part of the deed of record and title, so that subsequent owners are made aware of the conditions of approval.

**SECTION 53.** *That section 17.09.472(E) of the Coeur d'Alene Municipal Code be amended as follows:*

A copy of the planning commission decision shall be mailed to the applicant and ~~property owners who received mailed notice of the public hearing and notice of the decision by the planning commission shall be published in the official newspaper within seven (7) days of the decision~~ the director shall make the commission's decision available for public inspection. Approval or denial of a development plan shall become effective ten (10) days after written notice of the decision has been published in the official newspaper, unless an appeal has been made by any affected party, including the applicant, to the city council pursuant to subsection 17.09.125B of this chapter.

**SECTION 54.** *That section 17.09.615(B) of the Coeur d'Alene Municipal Code be amended as follows:*

B. Hearings And Notice: Notice of the public hearing shall contain a description of the property under consideration, a summary of the request, the time and place of the hearing, and any other pertinent information. Such notice shall be mailed to owners of property adjoining the subject property not less than fifteen (15) days prior to the date of the hearing. After notice, the planning commission shall hold a public hearing on the variance request between twenty one (21) and sixty (60) days after the completed application is accepted by the planning director. The planning commission shall determine whether the conditions required in section 17.09.620 of this chapter are satisfied and may approve, deny, deny without prejudice or require such changes in the proposed use or impose such conditions of approval necessary to satisfy the purposes of the zoning ordinance. A copy of the planning commission decision shall be mailed to the applicant and ~~owners of property adjoining the subject property~~ the director shall make the commission's decision available for public inspection. A determination of the planning commission shall become final ten (10) days after ~~the date of~~ written notice of the decision has

been ~~published in the official newspaper~~mailed to the applicant unless it is appealed to the city council pursuant to subsection 17.09.125B of this chapter.

**SECTION 55.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 56.** 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 57.** After its passage and adoption, a summary of this Ordinance, pursuant to 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 this Ordinance 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 March 20, 2018.*

APPROVED, ADOPTED and SIGNED this 20<sup>th</sup> day of March, 2018.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Amending Sections 2.48.020, 16.25.030, 16.25.050, 16.30.040, and Certain Sections of the  
Zoning Ordinance, Title 17, of the Municipal Code

AN ORDINANCE AMENDING SECTION 2.48.020 OF THE COEUR D'ALENE MUNICIPAL CODE REGARDING MEMBERSHIP OF THE PLANNING AND ZONING COMMISSION; AMENDING SECTIONS 16.25.030, 16.25.050, AND 16.30.040 OF THE COEUR D'ALENE MUNICIPAL CODE REGARDING REQUIRED NOTICES IN THE SUBDIVISION PROCESS; AMENDING CERTAIN SECTIONS OF THE ZONING ORDINANCE OF THE COEUR D'ALENE MUNICIPAL CODE, INCLUDING SECTIONS IN CHAPTERS 17.01, 17.02, 17.03, 17.05, 17.06, 17.08, 17.09 AND 17.44, IN ORDER TO COMPLY WITH STATE LAW, TO CLARIFY AMBIGUITIES, TO ADDRESS DESIGN STANDARDS, TO ADDRESS REQUIRED NOTICES, AND TO ADDRESS RECENT ISSUES ARISING UNDER THE EXISTING CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF. 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. \_\_\_\_\_, Amending Sections 2.48.020, 16.25.030, 16.25.050, 16.30.040, and Certain Sections of the Zoning Ordinance, Title 17, of the 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 20<sup>th</sup> day of March, 2018.

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Randall R. Adams, Chief Deputy City Attorney