

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

AGENDA

VISION STATEMENT

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

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

6:00 P.M.

June 5, 2018

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Pastor J.O. Owens, Heart of the City Church

C. PLEDGE OF ALLEGIANCE

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

*****ITEMS BELOW ARE CONSIDERED TO BE ACTION ITEMS**

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

1. Approval of Council Minutes for the May 9, 2018 workshop and the May 15, 2018 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of the Public Works Committee Meeting Minutes from the meeting held on May 21, 2018.
4. Setting of General Services and Public Works Committees meetings for June 11, 2018 at 12:00 noon and 4:00 p.m. respectively.
5. Approval of Firework Stand Permits (10 locations)
6. Approval of a Cemetery Lot repurchase from Janet Kleinsmith for lot 30, Block F, Section Riv, of the Forest Cemetery Annex (Riverview)

As Recommended by City Clerk

7. Setting a public hearings for June 19, 2018
 - a. V-18-2, Vacation of a Portion of Seltice Way Right-of-Way Adjoining the Northeasterly Boundary of Lot 3 & 4, Block 1, Glacier Northwest
 - b. V-18-03, Vacation of Right-of-Way, the North 41' of Lot 4, Block 1, Ann's Addition in the City of Coeur d'Alene

As Recommended by the Public Works Committee

8. **Resolution No. 18- 031**
 - a. Approval of a School Resource Officer Contract for School Year 2018-19 with North Idaho College.
 - b. Approval to declare One Used 250 HP Electric Motor and one Used 350 HP Electric Motor as Surplus Properties and Authorization for Water Department Staff to Dispose of the Motors at Auction or Through a Scrap Metal Dealer
 - c. Approval to declare various pieces of used assets, including vehicles, to be deemed surplus and authorization to auction
 - d. Authorization to reject Bid for Seltice Sidewalk Project

As Recommended by the Public Works Committee

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

G. ANNOUNCEMENTS

1. **City Council**
2. **Mayor**

H. PUBLIC WORKS COMMITTEE

1. **CB-18-1010** -Approval of Amendments to Municipal Code Chapters 4.25, 4.30, 5.17, 5.44, and 10.60 regarding Parades, Special Events, Public Assemblies, and Catering Permits

Presented by: Renata McLeod, Municipal Services Director

2. **CB-18-1011** - Approval of Amendments to Municipal Code Sections 5.08.020, 5.08.050, 5.08.060, 5.08.070, 5.08.100, 5.08.160(A)(6) and (7), 5.12.040, 5.12.050, 5.12.055, 5.16.020, and 5.16.05 Regarding Issuance of Beer/Wine/Liquor Licenses

Presented by: Kelley Setters, Deputy City Clerk

I. OTHER BUSINESS

1. **CB 18-1012** - De-Annexation of property from City Boundary- known as a portion of the Shefoot Plat (Tracts “A” & “B”) and the associated portion of Nettleton Gulch Road that was annexed with the original request (0.23 acres +/-).

Staff Report by: Sean Holm, Senior Planner

2. **Resolution No. 18-032** - Award of skatepark project bid and approval of Contract with Evergreen Skateparks, LLC.

Staff Report by: Monte McCully, Trails Coordinator

J. PUBLIC HEARINGS:

1. (Quasi-judicial) Appeal of the denial of a street tree removal by Jeff Woehlert, 509 E. Garden Avenue

Staff Report by: Katie Kosanke, Urban Forestry Coordinator

2. (Legislative) **CB 18-1013** - Franchise Agreement with Mobilitie

Staff Report by: Mike Gridley, City Attorney

3. (Legislative) CDBG Consolidated Annual Performance and Evaluation Report (CAPER) Plan Year 2017 and updated Plan Year 2018 Action Plan

Staff Report by: Michelle Cushing, Community Development Specialist

4. (Quasi-judicial) – **Resolution No. 18-033** - Conveyance of 3.7 acres of city-owned land to River’s Edge Apartments, LLC in exchange for 3.8 acres of land owned by River’s Edge Apartments, LLC.

Staff Report by: Mike Gridley, City Attorney

K. EXECUTIVE SESSION: Pursuant to Idaho Code 74-206A(1a) Considering 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

June 5, 2018

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

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

CONSENT CALENDAR

**A CONTINUED MEETING OF THE
COEUR D’ALENE CITY COUNCIL
May 9, 2018**

The Coeur d’Alene City Council met in a continued session in the Coeur d’Alene Public Library Community Room, 702 E. Front Avenue, Coeur d’Alene, ID, 83814, on May 9, 2018, at 12:00 p.m., there being present upon roll call a quorum.

Steve Widmyer Mayor

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

Dan English) Members of the Council Absent

CITY STAFF PRESENT: Troy Tymesen, City Administrator; Renata McLeod, City Clerk; Ted Lantzy, Building Inspector; Kenny Gabriel, Fire Chief; Bill Greenwood, Parks & Recreation Director; Lee White, Police Chief; Hilary Anderson, Community Planning Director; Mike Gridley, City Attorney; Tim Martin, Streets & Engineering Director; Bette Ammon, Library Director; Terry Pickel, Water Superintendent; Mike Anderson, Wastewater Superintendent; Melissa Tosi, Human Resources Director; Amy Ferguson, Deputy City Clerk; Dave Hagar, Police Captain; Vonnie Jensen, Deputy Finance Director; Kim Harrington, Assistant Project Manager; Lee Brainard, Police Captain; Eric Paul, Firefighter; Kyle Marine, Assistant Water Superintendent; Chris Bosley, City Engineer

WELCOME/OVERVIEW: Troy Tymesen, City Administrator, thanked those that assisted in preparing for the meeting today. He shared some facts about Coeur d’Alene and Kootenai County and noted that we are larger than just our city limits. The Strategic Planning process provides an opportunity to look at the direction we are going and how to allocate the resources to get those strategies done. Mr. Tymesen noted that some of the things that will be talked about will take more than one year and are ongoing projects.

YEAR IN REVIEW: SHARING OF ACCOMPLISHMENTS: Each department head presented a brief overview of their department’s accomplishments for the last Fiscal Year, and included goals for the next year and beyond.

VISION 20/30 OVERVIEW: Hilary Anderson, Community Planning Director, presented a review of the Vision 2030 Implementation Plan and the City’s assigned tasks. She noted that they are nearing the fourth year of implementation of the Vision 2030 plan and discussed accomplishments this fiscal year. The CDA 2030 website has been updated with all of the leads and partners. The City has been very busy using social media, encouraging more small space venues to be used for activities, supporting the

summer reading program, Four Corners project planning and completion, open space preservation, the Eastside trail project, updates to the Urban Forestry Master Plan, renovations to the skate park, trail expansion and connections, and Seltice Way Corridor design and development. This upcoming fiscal year they want to work on the Atlas Waterfront project, East Sherman master plan, looking at how to do a better job promoting neighborhood business and local neighborhoods, continued support of downtown, and Comp Plan vision integration. Ms. Anderson noted that there are 17 action items in the Vision 2030 implementation plan that tie back in to the Comp Plan. She also noted that there are some great opportunities to do some urban stormwater demonstration projects. They will also be looking at a complete streets policy, looking at open space requirements as part of the Comp Plan, fire prevention and public education and community preparedness. Ms. Anderson also commented that there are 80 action items in the Implementation Plan that are assigned with the City as a lead partner.

The Mayor asked that a copy of the CDA 2030 budget be provided to the mayor and council, including one year of actual expenses and the budget. Ms. Anderson said that she will provide it.

Councilmember McEvers asked if anything ever comes off of the list. Ms. Anderson said that there are 13 City-led items that have been completed and have been removed from the list.

STRATEGIC OVERVIEW DISCUSSION:

The mayor and council were given an opportunity to share their thoughts about City projects and priorities.

Mayor Widmyer said that the Atlas Waterfront project is the number one project for the City this year, and noted that it is a huge commitment on the City's part, and a very complicated project. It is going to take "all hands on deck."

Mayor Widmyer also noted that the Lacrosse entrance into Riverstone needs to happen sometime in the near future and noted that it is critical as that other part of Riverstone develops.

Mayor Widmyer said that with the new parking garage being constructed, the entire parking program, including on-street parking, employee passes, etc. needs to be evaluated.

Mayor Widmyer said that the City needs to talk about an additional ambulance and needs to work with EMS to make that happen. He also commented that a master plan of the Station 2/PD/Water/Streets complex is critical, and expressed concerns about responding to calls when Ramsey is packed.

The mayor also commented that the City needs to find ways to generate non-tax revenue.

Councilmember Gookin said that he would like to see a facilities master plan for the entire city so that we know what we are doing and where we are going. He commented that he doesn't see any coordination on a higher level.

Councilmember Gookin also commented that the Arts Commission needs a part-time consultant to assist with the commission.

Councilmember Gookin said that he also believes that the Atlas Waterfront project is the number one priority in the City and he would like to see a lot of action happen there right away. He suggested that the Lake District should be expanded along the entire coastline of the Atlas project and that some of the money left over in the district should be used to help fund it.

Mayor Widmyer commented that the urban renewal board (ignite) is looking for council direction on what projects to work on in the Lake and the River Districts. He said that Councilmember Gookin's idea to expand along the Atlas Mill Site is a great one and thinks that we need to take a long look at expanding the Lake District into that property. He also said that council should probably have a discussion of priorities for urban renewal districts and whether the council would like to look further at a health district.

Councilmember Evans asked when the eligibility study for the health district will be completed. Ms. Anderson said that it hasn't started yet. She noted that the ULI Technical Advisory Panel produced a report for the health district, where the urban renewal district was recommended.

Councilmember McEvers commented that he feels that the council should work on the infill ordinance as he still believes there is room for that type of housing with the cost of housing going up. He also said that street maintenance and infrastructure is important, in that most people are driving on our streets and that is what they notice. He suggested that the level of standards for our streets should be raised, and commented that it could be the process, or doing things a little differently, not necessarily money.

Councilmember McEvers said that he would like to see the City touch bases with other people, the Tribe, commissioners, etc. with meet and greets. He noted that it is fun once in a while to get together with other entities and he loves talking to other cities.

Councilmember Evans said that she would like to see the City continue to grow and develop partnerships and relationships with other organizations in the community and surrounding areas, including the CDA Tribe. She would also like to work with the CDA School District in making sure that the school district can keep up with the City's growth.

Councilmember Evans would also like to expand mountain biking and become a "mecca." She would also like to see staffing for the Arts Commission so that they can continue with the great projects they are doing.

Councilmember Evans would also like the City to explore the "low hanging fruit" on the

East Sherman master plan.

Mayor Widmyer asked how the best way to start a “test block” would be. Ms. Anderson said that she has reached out to a business owner and property owner is looking at ways to show greenery, shrubs, flowers, planters, etc. that would be taken out for the winter and would show some immediate change, such as a “parklet.” She would have to run any ideas by the council for approval.

Mayor Widmyer said that he is supportive of the vision for the Arts Commission and noted that there has been a lot of transition and the commission needs some direction.

Councilmember Edinger congratulated the department heads and commented that he thinks they are doing an excellent job and he doesn't hear any complaints about any department. The only thing he hears complaints about is the parking downtown, and especially by the carousel. He commented that he thinks the “parking meter guy” gets a little carried away sometimes, and thinks that we have to look at the parking because there are going to be a lot more parking stalls and the parking on Sherman and some of the side streets is getting ridiculous. He also noted that he doesn't hear any complaints about potholes.

Councilmember Gookin asked if there were going to be any dedicated parking spots for the carousel staff. Mr. Tymesen commented that they don't like to dedicate stalls, and that the pass programs works a lot better. He can work on those implementations.

Councilmember Miller said that she supports the comments made about the Arts Commission, and the comments for collaboration and medical corridor prioritization. She believes that the number one project is the Atlas Waterfront and that if that is the project, it effects every department. She stated that giving direction to ignite falls under that as a critical step but also dovetails into helping the planning department prioritize what their projects are, and helps with the utilization of CDA 2030.

Councilmember Miller said that the City needs to be proactive in regard to a traffic study when the parking garage and joint use parking lot are online, which would monitor congestion and problem intersections.

Councilmember Miller said that the City's website needs regular and consistent review by all of the departments and that there are small errors that occur all the time because the website doesn't get updated regularly.

Councilmember Miller also commented that the different labels of infill housing/affordable housing/low income housing are confusing and if the City can come together with identifying what the large dollar amount is and what the label is it will help them all understand as they try to move forward on the project.

Councilmember Miller suggested more team collaboration between departments and commented that the Executive Team meeting notes are helpful but she would like to see

them be more comprehensive, with more information provided.

Councilmember Miller said that she thinks that the Parks Department needs more support, especially with the Atlas Waterfront project.

Mayor Widmyer suggesting finding ways to make it easier for people if they want to create an apartment in their home. He commented that it does two things: provides income for the homeowner, and provides an area of affordable housing. Ms. Anderson commented that that is one of the things that they received input from on the East Sherman Design Studio.

FINANCIAL OUTLOOK: Troy Tymesen, City Administrator presented a 2018 Financial Outlook. He noted that 10,000 baby boomers are retiring each day. The City has been crawling out of the Great Recession for about 8 years. These are some of the best economic times in history, and the market is still running very bullish, but the question is how long it will last. There are not many indicators saying that we are going to recess or depress any time soon. Mr. Tymesen reviewed the growth rates in the country, which is mostly in the western part of the United States. Idaho's growth rate is 6% and higher. He reviewed Kootenai County labor market statistics and noted an unemployment rate of about 4%. Mr. Tymesen commented that we are running into a situation where we will not be able to continue to expand business because the labor market doesn't have enough qualified and available workers.

Mr. Tymesen noted that the labor force for men is coming down, and increasing for women. Wage growth has not kept up with employment. He also commented that the baby boomers have found our area and that the in-migration is greater than the out-migration. The economy is doing really well and there is no great inflationary pressure. Consumer confidence was up again last month, which is the number one driver of the economy. The outlook is healthy according to economic indicators and the gross domestic product growth rate is expected to remain between 2 and 3%. It is a "Goldilocks economy" – not too hot, and not too cold.

Mayor Widmyer reminded everyone about the Tuesday, May 15th dedication of the Greg Moore K27 Memorial at 4:30 p.m. A section of seating is being reserved for the family and for council and staff. He asked the department heads to let Ms. Ferguson know if they are planning on attending.

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

The meeting adjourned at 2:10 p.m.

Steve Widmyer, Mayor

ATTEST:

Amy Ferguson, Deputy City Clerk

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

May 15, 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, May 15, 2018 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

INVOCATION: Pastor Mike Slothower with the River of Life Friends gave the invocation.

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

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

1. Approval of Council Minutes for the May 1, 2018 Council Meeting and the April 26, 2018 City Council/ignite Cda Workshop.
2. Approval of Bills as Submitted.
3. Approval of the Public Works Committee Meeting Minutes from the meeting held on May 7, 2018.
4. Approval of the Financial Report.
5. Setting of General Services and Public Works Committees meetings for May 21, 2018 at 12:00 noon and 4:00 p.m. respectively.
6. Setting of a public hearing for June 5, 2018 for an appeal of the denial of a street tree removal by Jeff Woehlert, 509 E. Garden Avenue
7. Setting of a public hearing for June 19, 2018 for a Quasi-judicial hearing - ZC-1-18: A proposed zone change from R-17 to C-17 at 1315 & 1325 N. 5th by Joseph Hamilton
8. Approval of outdoor seating for the Midtown Pub, 826 N. 4th Street, TW Fisher
9. Approval of a Beer and Wine License for Mouser Enterprises, Inc. d/b/a Santorini's Greek Cuisine, 4055 N. Government Way St. 7 (new), Aaron J. Mouser
10. Approval of SS-18-04, Sherman Five West: Final Plat
11. Resolution No. 18- 028 - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED ACTIONS OF THE CITY OF COEUR D'ALENE, INCLUDING: ACCEPTANCE OF STOP

VIOLENCE AGAINST WOMEN GRANT FUNDING FOR ONE (1) VICTIM ADVOCATE AND AUTHORIZING THE EXPENDITURE OF \$21,800 FOR THE CITY'S 25% MATCH; AND AUTHORIZING THE PURCHASE OF ONE (1) POLICE DEPARTMENT PATROL VEHICLE TO BE UTILIZED BY THE GRANT FUNDED DUI OFFICER POSITION IN THE AMOUNT OF APPROXIMATELY \$68,000.

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

PUBLIC COMMENTS:

Chet Gaede, Coeur d'Alene, thanked the Council for purchasing the Atlas Waterfront property and is happy to see the Council will be considering a property exchange with Lanzce Douglas. He asked the Council to not lose site of the possibilities and restrictions that are in the annexation agreement during the property exchange and to focus on the result of being river-centric.

Larry Spencer, Post Falls, expressed concern regarding signage in the rights-of-way and the size of political signs. During this most recent election, he noted several signs placed within the city that were 15 square feet, which is almost twice the size allowed by code. He is concerned that it disenfranchises the candidates that follow the rules. He asked that the City to enact some large penalties or vacate the campaign sign ordinance. Mr. Spencer requested the City confiscate signs and not return them until after the election. Councilmember Gookin noted that Code Enforcement was contacted and signs were collected and held until the candidate retrieved them. He noted that Code Enforcement has been busy with enforcement and education of the new short-term rental code and is hopeful that the fall election will provide Code Enforcement with more time for sign enforcement.

COUNCILMEMBER ANNOUNCEMENTS:

Mayor Widmyer requested approval of the appointment of Roberta Larsen to the Arts Commission, and Steve Widmyer to the ignite CDA Board.

MOTION: Motion by Gookin, seconded by Edinger to approve the appointment of Roberta Larsen to the Arts Commission, and Steve Widmyer to the ignite CDA Board. **Motion carried.**

COUNCIL BILL NO. 18-1008

AN ORDINANCE AMENDING SECTION 2.84.020, COEUR D'ALENE MUNICIPAL CODE, REMOVING THE LIMITATION ON SERVING MORE THAN TWO (2) CONSECUTIVE TERMS; 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.

STAFF REPORT: City Administrator Troy Tymesen explained that the original terms limits code section was created to encourage new ideas and creativity, and to reduce stagnation on the committee. While the term limits accomplished their intended goal for a period, the rapid

turnover of members the last several years has substantially decreased the institutional knowledge and effectiveness of the commission. The Arts Commission is currently the only committee, commission, or board of the City's with term limitations. The commission therefore recommends there should be no limit to the number of terms that an Arts Commissioner may serve, consistent with the City's other boards, committees and commissions. Mr. Tymesen commented that the longevity and history of the commission is lost when term limits are encountered. He noted that reappointments would still come before the City Council.

DISCUSSION: Councilmember McEvers questioned why the term limits were originally imposed. Mr. Tymesen noted that commission members were continuing to serve, with no turn over, so the commission felt the limits would increase new participation. Councilmember Miller noted that this commission is different from others because they have funds directed to them to spend, so she was concerned that with no term limits and the management of money it could cause issues as well. However, the budget will get public input and come before Council for approval. Councilmember Gookin noted that the minutes from the commission meeting seemed to indicate the commission was divided on the subject of termination of term limits. Mr. Tymesen noted that this would fix the amount of tenure that has been lost on the commission. Councilmember Gookin noted that he understands that it is important in art to have differing opinions of art, and is concerned that with the removal of term limits it could cycle back to the same situation with the commission stuck in a rut. He expressed support of having a staff liaison that could solve many of the longevity issues and be a historical resource. Mr. Tymesen noted that the commission is a 13-member commission and they have discussed the direction they are going. They have people who cannot stay on the commission due to the term limit which lead to a lack of experience. He also noted that they would look at a staff position during the budget process. When there is a reappointment, the commissioner could provide a review of what they have been doing on the commission. He believes this would strengthen the commission. Councilmember English said the City should not have a commission that operates different from everyone else. Sometimes you put things in place to deal with an issue and he would rather deal with issues straight up.

MOTION: Motion by Evans, seconded by English, to dispense with the rule and read **Council Bill No. 18-1008** once by title only.

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

MOTION: Motion by Evans, seconded by English, to adopt **Council Bill 18-1008**.

DISCUSSION: Gookin noted he will vote against as he supports term limits.

ROLL CALL: Miller Aye; McEvers Aye; Gookin No; Evans Aye; English Aye; Edinger Aye.
Motion carried.

RESOLUTION NO. 18-029

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN EASEMENT AND PARKING AGREEMENT WITH EVH, LLC, FOR A DRIVEWAY AND PARKING SPACES ON PROPERTY LOCATED AT 1336 KATHLEEN AVENUE, AND FOR PARKING SPACES AT JENNY STOKES FIELD.

STAFF REPORT: Mr. Tymesen explained that in 1996, the City entered into an Easement and Parking Agreement (the "Agreement") with the Coeur d'Alene Teacher's Credit Union, the owner of a parcel of property located at 1410 Kathleen Avenue. Pursuant to that Agreement, the City obtained a driveway easement across part of the Credit Union's property for the public to access the parking lot at Jenny Stokes Field, as well as an easement in favor of the public to use the Credit Union's parking lot after 3:00 p.m. on weekdays and all day on weekend days. The Credit Union, in return, obtained an easement for the use of up to ten (10) spaces in the Jenny Stokes Field parking lot during the weekdays. This Agreement was binding on all subsequent purchasers of the Credit Union property. EVH, LLC, is seeking to buy the Credit Union property and to operate thereon a 24-hour, 7-day-a-week, veterinary hospital. Staff concurred that reserving eleven (11) spaces in the Credit Union parking lot for the exclusive use of EVH's customers would not adversely impact the public's use of Jenny Stokes Field, and that the on-site parking available for both Jenny Stokes Field and the EVH property complied with the Zoning Code requirements. The new agreement will provide sufficient parking for the general public using Jenny Stokes Field while, at the same time, recognizing the needs of the customers of EVH. This cooperative agreement provides advantages to both parties, which will advance the wellbeing of the community.

DISCUSSION: Councilmember McEvers clarified that the difference between the easements is that the public cannot park in the pet emergency stalls and asked how enforcement would be managed. Mr. Tymesen explained that the new owner would be putting up signs and the City will provide parking suggestions to recreation program participants. Councilmember Gookin asked why the lot does not have its own curb cut and entrance to the lot off Kathleen Avenue. Mr. Tymesen explained that it appears that the entrances to Kathleen were recommended to be limited in the past and noted that he has asked the City Engineer to review it again. Councilmember Edinger expressed concern about people parking in the school parking lot and crossing the street and wondered if there some way to notify people that there is a parking lot on the field side of the street.

MOTION: Motion by Gookin, seconded by Miller to approve to approve **Resolution No. 18-029**, an Easement and Parking Lot Agreement with EVH, LLC. for property located at 1410 Kathleen Avenue.

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

COUNCIL BILL NO. 18-1009

AN ORDINANCE AMENDING SECTION 10.24.030 OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, TO CLARIFY LIMITED TIME PARKING REQUIREMENTS AND THE REQUIREMENT FOR MOVING VEHICLES OUTSIDE THE LIMITED TIME PARKING ZONE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF REPORT: Mr. Tymesen explained that the City has a two-hour parking zone in the downtown area. The current Code provides that once a vehicle is parked in a two-hour space, it may not remain parked there for more than two hours or park within three hundred feet of that space after the expiration of two hours until the next day. The time limitation is enforced by means of an electronic license plate reader, which records a time stamp when a plate is read. The technology cannot determine when a vehicle actually leaves its original space. Instead, it records a violation whenever a vehicle is found parked within three hundred feet of where it was initially parked after two hours from first contact. A common complaint is that a vehicle operator will park for less than two hours, leave the area, and then return to the same space or a space within three hundred feet of the original space on the same day. Although the person has not parked for more than two consecutive hours in one space, they are subject to receiving a parking ticket. This code amendment will allow a person to park for up to two hours in the business district, leave for at least three hours, come back and park again for up to two hours, even if it is the same spot.

DISCUSSION: Councilmember Evans asked how the three-hour timeframe was determined. Mr. Tymesen explained that it is based on the parking route and the time it takes the enforcement vehicle to do the route and back. If someone is downtown for more than three hours, then they should get a parking pass or park in the lot. The business district agrees the stalls are revenue generators if they are available for customers. Councilmember English noted that there was a lot of discussion at the Parking Commission meeting and felt that there may never be a perfect solution to overtime parking issues. However, he believes this amendment makes sense as the best next solution that is balanced. Mayor Widmyer noted that if someone parked downtown at 9:00 a.m. for coffee, left then came back for lunch at 1:00 p.m. they would currently get a ticket; however, this amendment will allow that to be an option for people. Councilmember Miller asked if the Commission also discussed how to handle repeat offenders after this is in place. Mr. Tymesen clarified that the current escalation of repeat offenders continues to apply.

MOTION: Motion by Gookin, seconded by McEvers, to dispense with the rule and read **Council Bill No. 18-1009** once by title only.

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

MOTION: Motion by Gookin, seconded by McEvers, to adopt **Council Bill 18-1009**.

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

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RESOLUTION NO. 18-030

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH RIVER'S EDGE APARTMENTS, LLC, SETTING OUT OVERARCHING AND GENERAL PRINCIPLES IN CONTEMPLATION OF A FUTURE TRANSACTION AND AGREEMENT INVOLVING THE EXCHANGE AND DEVELOPMENT OF CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF COEUR D'ALENE.

STAFF REPORT: City Attorney Mike Gridley explained the City's land subject to this Memorandum of Understanding (MOU) was purchased from BNSF Railway and bisects property formerly owned by Washington Trust and now owned by Rivers Edge (RE). RE also owns land that adjoins the northern edge of the Atlas Waterfront property that the City has purchased. The City and RE have been in discussions about a mutually beneficial land exchange that would result in the City acquiring RE's property that adjoins the Atlas Waterfront property in addition to an easement for a public trail, greenspace and waterfront access along the Spokane River. For its portion of the exchange the City would give RE the City owned right-of-way that bisects RE's property and would support RE's proposal to increase density and height limits on the property. The City and RE properties are both approximately the same size. There is no cost to the City for this MOU. If the proposed exchange takes place there will be costs associated with the construction of the trail and greenspace (40' along the river and 40' of abutting greenspace developed by RE). The agreement allows RE to move forward with a request to the Planning Commission for additional density, the ability to go 75' high, with five-story buildings, with a plan to maintain view corridors and trails. He clarified that the MOU asks the city to support the increased density, not approve it, but only approving a framework to move the request forward. The exchange is the opportunity to increase waterfront access.

DISCUSSION: Councilmember Evans asked for additional information regarding the density calculations. Mr. Gridley explained the current density amounts are based on today's zoning, noting that if RE received a rezone of the property to R-34 density, it could build up to 879 units versus 505 units allowed today. Councilmember Gookin noted that the Council is being asked to tentatively approve higher density without input from staff regarding utilities or traffic counts. Mr. Gridley confirmed that other inputs would come forward through staff at the project review, etc. Councilmember McEvers asked for examples of other locations in the city that are zoned for R-34 density. Community Planning Director Hilary Anderson noted there are a few projects downtown that are higher than R-34 and a new apartment development on Lake Coeur d'Alene Drive will be R-37 and the apartments near Winco and on Seltice Way are R-34. Councilmember Miller asked for clarification on when the deed transfer would take place. Mr. Gridley explained that once the process is complete through Planning, and if it works out the City would finalize the land trade deal. Mayor Widmyer asked if everything goes through, then would the actual land trade require a public hearing? Mr. Gridley confirmed that the next item on the agenda is to set the public hearing. He reiterated that if the land exchange is approved, it would be subject to complying with the MOU and deeds would not be transferred until the items required are completed. Councilmember McEvers asked if the land would involve the urban renewal district. Mayor Widmyer noted that the property is currently not within a district; however, if a new district were created it would be in the new district. Councilmember English

asked what the timeline would be for the Planning Commission hearing. Mr. Gridley noted that it was his recommendation to get the MOU in place, and then have it set for a Planning Commission hearing.

Lanzce Douglas (RE) explained that he wanted to provide the Council with an example of some of his company's prior developments. He provided photographs of projects including Prairie Hills (384 units) which include a tot lot playground, pool, and garden areas for the residents; Trestle Creek with 336 units; and, Eagle Point with 640 units generated over four phases. He also presented a site plan for what he would like to develop after the land trade is complete that included courtyards, access to the water, and paths throughout. He noted that they would be incorporating five protected view corridors within their project. They plan to include partially underground parking and five stories of apartments.

DISCUSSION: Councilmember McEvers asked if they have looked at the impact to Seltice Way. Mr. Douglas noted that they have provided traffic counts to the City Engineer and they would determine from there any traffic enhancements needed. Councilmember McEvers asked if the market could handle the additional units. Mr. Douglas noted that these are high-end apartment, are new to the market, and are on the water so he does not feel there is any current competition. Councilmember Gookin asked how Mr. Douglas would be phasing the project. Mr. Douglas explained that he will develop 200 to 240 units per building which will likely take 18 to 20 months to construct, then when those units are 90% occupied he will move to the next phase. Councilmember Miller asked if Mr. Douglas was committed to the design of the waterfront piece. Mr. Douglas noted that he is open to input but what he presented is what he would like to see.

MOTION: Motion by McEvers, seconded by English to approve **Resolution No. 18-030**, Approval of a Memorandum of Understanding with River's Edge Apartments, LLC setting out overarching and general principles in contemplation of a future transaction and agreement involving the exchange and development of certain parcels of real property in the City of Coeur d'Alene.

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

INTENT TO CONVEY 3.7 ACRES OF CITY-OWNED LAND TO RIVER'S EDGE APARTMENTS, LLC IN EXCHANGE FOR 3.8 ACRES OF LAND OWNED BY RIVER'S EDGE APARTMENTS, LLC, AND TO SET A PUBLIC HEARING FOR JUNE 5, 2018.

STAFF REPORT: Mr. Gridley explained that the City owns a 3.7-acre portion of the former BNSF right of way that bisects property owned by River's Edge Apartments, LLC (RE). RE (also known as Atlas Mill Development Corp.) owns a 3.8-acre triangle shaped piece of property that fronts on Seltice Way and is adjacent to the Atlas Mill Waterfront property that the City owns. The City and RE are proposing to exchange these properties for the mutual benefit of each party. The properties are similar in size and value. The ultimate exchange will be governed by the terms of the Memorandum of Understanding between the parties. If the terms of the MOU are not met, then either party can cancel the proposed land exchange. There is no financial

cost to the city for this exchange. The real property owned by the City and RE are similar in size and value and the exchange is mutually beneficial to both parties. Mr. Gridley noted that with a rezone, Mr. Douglas could build 879 total units; however, with the trade the maximum units would be 870.

MOTION: Motion by McEvers, seconded by English, to authorize the City's intent to convey land that is 3.7 acres of city-owned land to River's Edge Apartments, LLC in exchange for 3.8 acres of land owned by River's Edge Apartments, LLC, and to set a public hearing for June 5, 2018.

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

Motion by Gookin, seconded by McEvers to enter into Executive Session pursuant to Idaho Code 74-206A (1a) considering a labor contract offer or to formulate a counteroffer.

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

The City Council entered into Executive Session at 7:21 p.m. Those present were the Mayor, City Council, City Administrator, and City Attorney. Council returned to regular session at 8:11 p.m.

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

The meeting adjourned at 8:11 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, CMC, City Clerk

**PUBLIC WORKS COMMITTEE
MINUTES
May 21 2018
4:00 p.m., Library Community Room**

COMMITTEE MEMBERS PRESENT

Councilmember Woody McEvers
Councilmember Dan English
Councilmember Kiki Miller

STAFF PRESENT

Dave Hagar, Police Captain
Amy Ferguson, Executive Asst.
Randy Adams, Deputy City Attorney
Troy Tymesen, City Administrator
Dion Holton, Utility Supervisor
Tim Martin, Streets & Eng. Director
Dennis Grant, Eng. Proj. Manager
Chris Bosley, City Engineer
Renata McLeod, Municipal Svs. Dir.
Kelley Setters, Deputy City Clerk

Item 1 Approval of School Resource Officer Contract for School Year 2018-19 with North Idaho College
Consent Calendar

Dave Hagar, Police Captain, presented a request for council approval of a contract with North Idaho College to provide School Resource Officer (SRO) services for school year 2018-2019. Captain Hagar explained in his staff report that the City has maintained a contract with North Idaho College to provide one School Resource Officer for several years. This contract is similar to the previous years' contracts. North Idaho College agrees to pay the full amount of the Officer's salary, not including benefits, plus any overtime associated with this function. This amount covers roughly 63% of the cost of the School Resource Officer's regular wages and benefits for the person assigned to the college. The final amount will be determined once a contract is reached with the Police Association. Captain Hagar further noted in his staff report that this partnership with North Idaho College is extremely valuable and demonstrates the PD's commitment to keep students safe. Having an SRO at the school throughout the summer enhances this partnership and is in the best interest of the college and the community.

Captain Hagar commented that the only new addition to the contact is that the City and NIC will split any training costs 50/50.

Councilmember Miller asked if this was a year-round contract. Captain Hagar said that it is year-round because the college does have summer school and the officer can also respond to the beach area and Fort Grounds community.

Councilmember English commented that he is an employee of NIC, but that the SRO contract does not intersect with his work. He was, however, able to observe the SRO providing educational training. He commented that it is a great thing.

MOTION: Motion by Miller, seconded by English, to recommend council approval of a contract with North Idaho College to provide School Resource Officer services for school year 2018-2019. Motion carried.

Item 2 Approval to declare one used 250 HP electric motor and one used 350 HP electric motor as surplus properties and authorization for Water Department staff to dispose of the motors at auction or through a scrap metal dealer.

Consent Calendar

Dion Holton, Utility Supervisor, Water Department, presented a request for council to declare one 250 HP electric motor and one 350 HP electric motor as surplus properties and authorizing Water Department staff to dispose of the motors at auction or through a scrap metal dealer. Mr. Holton explained in his staff report that the 350HP electric motor is from the Linden well. The motor has been in service for over 50 years. The 250 HP electric motor is from the Honeysuckle well. This motor was installed in 2010 and has over 60,000 hours of runtime. Water Department staff estimates the return from the two motors at auction to be approximately \$250 to \$500. The motors have both outlived their useful lifespan and are currently taking up valuable storage space.

Mr. Holton noted that both motors have been replaced with efficiency motors.

MOTION: Motion by English, seconded by Miller, to recommend that council declare one 250 HP electric motor and one 350 HP electric motor as surplus properties and authorize Water Department staff to dispose of the motors at auction or through a scrap metal dealer.

DISCUSSION: Councilmember Miller asked if the motors are sold for scrap meter, does the money come back to the Water fund. Mr. Holton said that he believes it does.

Motion carried.

Item 3 Approval to declare various pieces of used assets, including vehicles, to be deemed surplus and authorization to auction.

Consent Calendar

Tim Martin, Streets & Engineering Director, presented for council declaration of various pieces of used assets, including vehicles, to be surplus, and authorization for sale at auction. Mr. Martin explained in his staff report that the equipment/vehicles have been deemed to be of little value to departments. There is no cost to the taxpayers. The auction house takes a percentage of the bid for each auction item, and there is very minimum cost to the department to move the items to Post Falls.

Mr. Martin described the equipment and vehicles to be auctioned, which include a truck used by the Parks Department, an old parking enforcement vehicle, a couple used ATVs out of the parks department, a truck from the street department fleet, and an old sander truck. He noted that, historically, these kinds of items have gone to the Post Falls auction site. The department looked at a different auction site in Rathdrum, but they did not have the kind of vehicles that the Rathdrum auction house was looking for. For that reason, the vehicles would be taken to the Post Falls auction house. Mr. Martin noted that, other than getting the vehicles to the auction house, there is no cost to the city.

Councilmember Miller asked how many of the vehicles were purchased new by the city. Mr. Martin responded that they were all purchased new.

MOTION: Motion by English, seconded by Miller, to recommend council declare various pieces of used assets, including vehicles, as surplus properties and authorize the Streets & Engineering Department staff to dispose of the property at auction. Motion carried.

Item 4 Authorization to Proceed with Vacation Process as Outlined in Idaho Code Section 50-1306, and set a public hearing for V-18-2, Vacation of a Portion of Seltice Way right-of-way adjoining the Northeasterly Boundary of Lot 3 & 4, Block 1, Glacier Northwest – Seltice Subdivision in the City of Coeur d’Alene.

Consent Calendar

Dennis Grant, Engineering Project Manager, requested council authorization to proceed with the vacation process requested by Glacier NW Blvd-Seltice, LLC for a portion of Seltice Way right-of-way that adjoins the northeasterly boundary of their property on Seltice Way. Mr. Grant explained in his staff report that the requested right-of-way was relinquished to the City of Coeur d’Alene through an agreement with the Idaho Transportation Department effective on December 30, 2004. The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 0.046 acres (1,986 square feet) to the County tax roll. The purpose of the request is to provide for additional developable area on the referenced parcel. The applicant has provided an easement to the City to accommodate a portion of the planned multi-use trail along Seltice Way. With the multi-use path construction next year, the additional right-of-way will not be needed by the City. All utilities are existing and in place. The Development Review Team (DRT) was informed about the vacation and did not have any concerns.

MOTION: Motion by English, seconded by Miller, to recommend that council authorize staff to proceed with the vacation process as outlined in Idaho Code Section 50-1306 and set a public hearing for June 19, 2018. Motion carried.

Item 5 Authorization to Proceed with Vacation Process as Outlined in Idaho Code Section 50-1306, and set a public hearing for V-18-03, Vacation of Right-of-Way, the North 41’ of Lot 4, Block 1, Ann’s Addition in the City of Coeur d’Alene

Consent Calendar

Dennis Grant, Engineering Project Manager, requested Council authorization to proceed with the vacation process requested by Miller Stauffer Architects on behalf of the Kootenai County Board of County Commissioners, for vacation of right-of-way, the North 41’ of Lot 4, Block 1, Ann’s Addition in the City of Coeur d’Alene. Mr. Grant explained in his staff report that the requested right-of-way was originally dedicated to the City of Coeur d’Alene in the Ann’s Addition plat in 1991. It stated on the plat that the final right-of-way would be determined by the City of Coeur d’Alene upon the final determination of the location of the collector street. With the Water Department’s future building going in on Howard Street and the Compost facility to the north, the proposed vacated right-of-way has no foreseeable use for the City of Coeur d’Alene. The vacation would not have any financial impact on the City. The purpose of the request is to provide for additional developable area on the referenced parcel. This portion of right-of-way is the last remaining portion of land from an old right-of-way that ran east-west from Ramsey Road to Howard Street. The right-of-way to the east and west is developed with homes. All utility easements will remain in place. The Development Review Team (DRT) was informed about this vacation and did not have any concerns.

Councilmember English said that land is tough to come by and it looks like this is a place instance where the City can be good neighbors with another government entity. The 9-1-1 service is a benefit to everybody.

Councilmember McEvers asked about the reasoning behind the original easement. Mr. Grant explained that there was originally the possibility of going through the north side of the 9-1-1 center to Ramsey, but there really wasn't any way to go through there. Now, with the Water Department building their new facility there, there really is no need to have the right-of-way there.

MOTION: Motion by Miller, seconded by English, to recommend that council authorize staff to proceed with the vacation process as outlined in Idaho Code Section 50-1306 and set a public hearing for June 19, 2018. Motion carried.

**Item 6 Rejection of Bid for Seltice Sidewalk Project
Consent Calendar**

Chris Bosley, City Engineer, presented a request that council reject the sole bid for the construction of a shared-use path on Seltice Way between Riverstone Drive and Northwest Boulevard. Mr. Bosley explained in his staff report that as part of the Federal Aid Seltice Way path project, the City advertised for bids for construction this summer. Only one bid was received and the amount was \$490,314, approximately \$170,000 over the engineer's estimate and the available funding. The Idaho Transportation Department has granted approval for the City to reject the bid, revise the plans and specifications, and re-advertise for construction in possibly the fall or winter, with construction taking place in the spring of 2019. Bidding at that time is expected to result in more competitive bids, potentially reducing construction costs.

Councilmember English asked if, when all is said and done, they were going to reduce the size of the project, or is it more of a timing issue. Mr. Bosley said that he thinks it is more of a timing issue, as evidenced by the receipt of only one bid. They are thinking that when things calm down in the fall, they will have a better opportunity then.

Councilmember Miller asked if the grant requires a specific number of working days and a start date. Mr. Bosley said that it is flexible.

MOTION: Motion by Miller, seconded by English, to recommend that council reject the sole bid for the construction of a shared-use path on Seltice Way between Riverstone Drive and Northwest Boulevard. Motion carried.

**Item 7 Approval of Amendments to Municipal Code Chapters 4.25, 4.30, 5.17, 5.44, and
Agenda 10.60 regarding Parades, Special Events, Public Assemblies, and Catering Permits**

Renata McLeod, Municipal Services Director, presented a request for council approval of proposed amendments to Municipal Code Chapters 4.25, 4.30, 5.17, 5.44 and 10.60. Ms. McLeod explained in her staff report that a few years ago, the council requested that staff look at the cost of parades and special events, with the intent to find ways to increase revenue without hurting the events, make it more user friendly and event friendly. The parade and special event fees were raised 20% on May 2, 2017, and Park fees were amended on January 17, 2017. Additionally, council requested that staff meet with event sponsors to discuss code amendments and review the option for more than one event per day. Over the past few years staff (Police, Fire, Parks, Municipal Services, Streets, Administration and Legal) have had many discussions and sought input from major event sponsors (Downtown Association, Chamber of Commerce, and North Idaho Trail Foundation) resulting in some proposed code amendments to help clarify the codes and bring them into compliance with state law. Staff is proposing code amendments that

address housekeeping items, compliance with Idaho Code, clarity and consistency, and more than one event per day if staffing is available. There are several sections of the Municipal Code that provide specific rules regarding to public property, private property and the service of alcohol off premise. There will be some costs associated with codification of the amendments. Additionally, the State Code sets forth the fee for the catering permit at \$20.00 per day. Staff plans to bring forward a fee public hearing request to include the expedited fee at an additional cost of \$50.00 above the state-established fee.

A summary of the proposed code amendments, as explained, in the staff report, is as follows:

- Chapter 4.25 – pertains to parks and public property regulations and clarifies that exceptions to this chapter will be authorized pursuant to the parade and special events process (same process as required by M.C. 10.60 spelled out within the section for clarity).
- Chapter 4.30 – pertains only to public property, clarifies that events expected to have over 1000 participants shall follow the procedure of Chapter 10.60 (by the addition of the same language as new section 4.30.025). Clarifies that one event is allowed “per venue” per day and that fees are set by resolution. Clarifies that the City may enter into contracts for series of events.
- Chapter 5.17 - Brings the City into compliance with Idaho State Code which allows for up to five days at a festival or convention. Change to require five days’ notice rather than three (so that we have a bit more time to include police and fire on new locations and/or large events) and provides for a method to approve through expedited process. If they wanted an expedited review, they could do that for an additional administrative fee. Applies to beer, wine and liquor served off of their licensed premise.
- Chapter 5.44 Outdoor Assemblies – clarifications for private properties and that it is not just music assemblies; clarifies fees and security are set by resolution; requires a public safety plan; and clarifies crowd control requirements.
- Chapter 10.60 Parades and Special Events/public assemblies in our streets and rights of way– Housekeeping amendments to definitions, exceptions, and application sections; new allowance for two medium impact events or one medium and one low or two low impacts per day depending on staffing available; clarifications for denying permits; housekeeping clarifications to the permit application section; clarification to the violation section.

Councilmember McEvers asked what code section the Farmer’s Market falls under. Ms. McLeod said it would fall under Chapter 10.60, and would be deemed a low impact event. Councilmember McEvers asked about wine sampling at the Farmer’s market. Ms. McLeod said that under Idaho Code they are allowed to serve a 1 ounce pour and it doesn’t require a catering permit.

Councilmember Miller said that there used to be a 1,500 person limit per event under Parks, as well as Parades and Streets, before the event would fall into the large scale event category. She noted that the verbiage used to say “at any given time,” and now the language is not there. She asked about the discussion behind the decision to remove the language, and asked about an event like the Farmer’s Market where there could easily be 1,000 people attending the event, but not necessarily at the same time. Ms. McLeod said that in their discussions the police, fire, and streets departments really wanted to be involved and have a say in what happens with these large scale events. If there is an event where people come and go all day where it is expected that there will be more than 1,000 people attending, it sets up a system to involve police, fire and streets. Councilmember Miller said that it seems like more staff, and more governance where it might not be needed. She wondered if they are adding in work and expense when they don’t need to without leaving in the verbiage that says “at any given time.”

Councilmember Miller said that she did not see a definition of venue included in the proposed changes. She noted that McEuen, the Four Corners area, and some other properties in the city are being used

differently than they were before, and wondered if there was going to be a look at what is defined as a venue. Ms. McLeod said that she would check with Bill Greenwood before the next council meeting, and if they don't have a definition of "venue" in the definition section, they will get one in there.

Councilmember Miller asked who is the "go to" person that will manage all of the permits and the details, and that would call everyone together. Ms. McLeod said that anything that goes under Chapters 4.25 and 4.30 is managed by the Parks Department and they would handle those permits. Anything else comes through Municipal Services. She noted that most of the time people know that if they want the gazebo and an event in the park, they will contact the Parks Department. Councilmember Miller expressed concern about potential issues with communication between Parks & Municipal Services. Ms. McLeod said that they have an internal calendar that staff can view where events expecting over 200 people are placed. Councilmember Miller asked if there has ever been talk about making the calendar public. Ms. McLeod said that they haven't determined how to do the calendar so that it is available externally at this time.

Councilmember Miller asked about the language that police and fire may require conditions that they deem necessary for public safety, and commented that it is good, but vague. She wondered if there was a check and balance for those requirements, and commented that she would hate to see the city in an unhealthy decision-making process where one person has unilateral decision-making authority. Ms. McLeod responded that the code is set up so that if people comply with the code requirements, they are eligible for a permit. It does sometimes come down to police and fire justification for what they think is safe. Each event can be very unique as to what the safety and security plan needs to be. Currently, for at least the parades and special events, Ms. McLeod noted that they have so many of the same ones each year so it is not a big surprise.

Councilmember McEvers asked if the events that have been going on for years always have a priority. Ms. McLeod said that the code allows them to book up to one year out. If they place their security deposit, they can secure the date.

Councilmember Miller asked about the "block watch" event wording that was added. She noted that she always thought that block watches were identified through the police department, and asked what is the definition of block watch. Ms. McLeod said that there is a specific definition in the code have to be a recognized group by the police department. They still have to come in and notify the city of their event, but they don't have to pay a fee.

Councilmember English said that he appreciates the amount of work that went into the review of the code sections and noted that if the city is going to make public safety concerns a priority, then the changes are probably a reasonable thing to do.

Councilmember Miller said that she would like to see a little more conversation on the number of people "at any given time."

MOTION: NO MOTION. This item was placed on the Council meeting agenda.

Item 8 Approval of Amendments to Municipal Code Sections 5.08.020, 5.08.050, 5.08.060, 5.08.070, 5.08.100, 5.08.160(A)(6) and (7), 5.12.040, 5.12.050, 5.12.055, 5.16.020, and 5.16.050 regarding issuance of Beer/Wine/Liquor Licenses.

Agenda

Kelley Setters, Deputy City Clerk, representing Renata McLeod, Municipal Services Director/City Clerk, presented a request for council approval of amendments to Municipal Code Sections 5.08.020, 5.08.050, 5.08.060, 5.08.070, 5.08.100, 5.08.160(A)(6) and (7), 5.12.040, 5.12.050, 5.12.055, 5.16.020, and 5.16.050 regarding issuance of Beer/Wine/Liquor Licenses.

Ms. McLeod explained in her staff report that over the years, the Municipal Services staff has experienced several delays in the issuance of beer/wine/liquor licenses as a result of restrictive language in the Code. Because all changes to a license must first be approved by the City Council, the simple change of ownership can cause a business to delay its opening and/or prevent the serving of alcoholic beverages until the next Council meeting date. There is nothing in the Code currently that allows staff to approve simple ownership changes or to issue a temporary permit when the business already has its County and State permits. Additionally, there is no provision for the City Council to deny permits if the Municipal Code requirements have been met, so the approval is simply providing the Council a heads up that a license has been transferred and/or a new business is opening.

Ms. Setters explained that the plan is to continue to inform the council by a heads up email. The proposed changes would expedite license issuance to businesses who have already received approval from the state and county.

Councilmember Miller asked if there is any risk to doing this. Ms. McLeod said that the only thing that gets to be a hang up is if you have a new location for a beer/wine license, due to the petition requirement. They are looking at how other cities are doing that to see if there is a more fair way to do it. They will be bringing it forward again with possibly some new language and some better ways that they can handle those new licenses.

Councilmember English said that he is amazed that it hasn't been changed before now and it will make for much better customer service.

MOTION: Motion by Miller, seconded by English, to recommend that council approve the proposed amendments to Municipal Code Sections 5.08.020, 5.08.050, 5.08.060, 5.08.070, 5.08.100, 5.08.160(A)(6) and (7), 5.12.040, 5.12.050, 5.12.055, 5.16.020 and 5.16.050 regarding issuance of beer/wine/liquor licenses. Motion carried.

The meeting adjourned at 5:00 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

Re: Fireworks Stands 2018
 From: Kelley Setters, Deputy City Clerk



	Location	Operated by	Distributor	
1	Albertsons 220 Ironwood Dr	Loren Andy Flournoy 23310 E Inlet Dr #9 Liberty Lake WA 99019	TNT Fireworks S 104 Freya White Bldg #120B Spokane WA 99202	X
2	Fred Meyer 560 W Kathleen	Melissa Bonanno 104 S Freya White Bldg Suite 120B Spokane WA 99202	TNT Fireworks S 104 Freya White Bldg #120B Spokane WA 99202	x
3	Safeway 1001 N Fourth St	Eric Campbell 4316 Saw Blade Lane #104 Coeur d'Alene ID 83814	Eric Campbell 4316 Saw Blade Lane #104 Coeur d'Alene ID 83814	X
4	Safeway 101 W Neider	Victoria Petersen 104 S Freya White Bldg Suite 120B Spokane WA 99202	TNT Fireworks S 104 Freya White Bldg #120B Spokane WA 99202	X
5	Skate Plaza 5685 N Pioneer	Rolling Thunder Fireworks Dan Holmes 29825 North 6th Athol 83801	Thunder Fireworks 5207 187 St East Tacoma WA 98446	x
6	Super 1 Foods 305 W Kathleen	Ryan True 14904 North Gleneden Spokane WA 99208	TNT Fireworks S 104 Freya White Bldg #120B Spokane WA 99202	x
7	Walgreens 225 W Appleway	Journey – CDA Troy Carpenter 1604 West Lee Ct CDA ID 83814	TNT Fireworks 104 S Freya White Bldg #120B Spokane WA 99202	x
8	Ramsey & Appleway	Eric Campbell 4316 Saw Blade Lane #105 Coeur d Alene ID 83814	TNT Fireworks 104 S Freya White Bldg #120B Spokane WA 99202	x
9	Runges Furniture	Eda Darwood 8505 Peach Lane Missoula MT 59801	Big Boom Fireworks 8505 Peach Lane Missoula MT 59801	X
10	Ramsey and Prairie	Eda Darwood 8505 Peach Lane Missoula MT 59801	Big Boom Fireworks 8505 Peach Lane Missoula MT 59801	X

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kelley Setters 5-22-18
Department Name / Employee Name / Date

Request made by: Janet Kleinsmith 208-651-4384
Name / Phone

N 367 Main St. Post Falls, ID 83854
Address

The request is for: Repurchase of Lot(s)
 / Transfer of Lot(s) from _____ to _____

Niche(s): _____
Lot(s): 30, _____, _____, _____, _____, _____ Block: F Section: RIV

Lot(s) are located in / / Forest Cemetery / Forest Cemetery Annex (Riverview).

Copy of / / Deed or / / Certificate of Sale must be attached.

Person making request is Owner / / Executor* / / Other* _____

*If "executor" or "other", affidaviats of authorization must be attached.

Title transfer fee (\$ _____) attached**.

**Request will not be processed without receipt of fee. Cashier Receipt No.: _____

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Vormie Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: Yes / / No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:
Janet Kleinsmith
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 800.00 per lot.

MB
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: / / Yes / / No.
- Person making request is authorized to execute the claim: _____
Attorney Init. Date

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that that transaction be completed.

City Clerk's Signature Date

COUNCIL ACTION

Council approved transfer/sale/repurchase of above-referenced Lot(s) in regular session on: _____
Mo./ Day /Yr.

CEMETERY SUPERVISOR shall complete the following:

Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No
Cemetery copy filed / /; original and support documents returned to City Clerk / /

Cemetery Supervisor's Signature Date

Distribution: Original to City Clerk
Yellow copy Finance Dept.
Pink copy to Cemetery Dept.

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: May 21, 2018
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **V-18-2, Vacation of a portion of Seltice Way right-of-way adjoining the northeasterly boundary of Lot 3 & 4, Block 1, Glacier Northwest - Seltice Subdivision in the City of Coeur d'Alene.**

DECISION POINT

The applicant, Glacier NW Blvd-Seltice, LLC, is requesting the vacation of a portion of Seltice Way right-of-way that adjoins the northeasterly boundary of their property on Seltice Way.

HISTORY

The requested right-of-way was relinquished to the City of Coeur d'Alene through an agreement with the Idaho Transportation Department effective on December 30, 2004.

FINANCIAL ANALYSIS

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 0.046 Acres (1,986 Square Feet) to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue, and, to the land owner whose lot adjoins the strip of usable property.

PERFORMANCE ANALYSIS

The purpose of this request is to provide for additional developable area on the referenced parcel. The applicant has provided an easement to the City to accommodate a portion of the planned multi-use trail along Seltice Way. With the multi-use path construction this year, the additional right-of-way will not be needed by the City. All utilities are existing and in place. The Development Review Team was informed about this vacation and did not have any concerns.

RECOMMENDATION

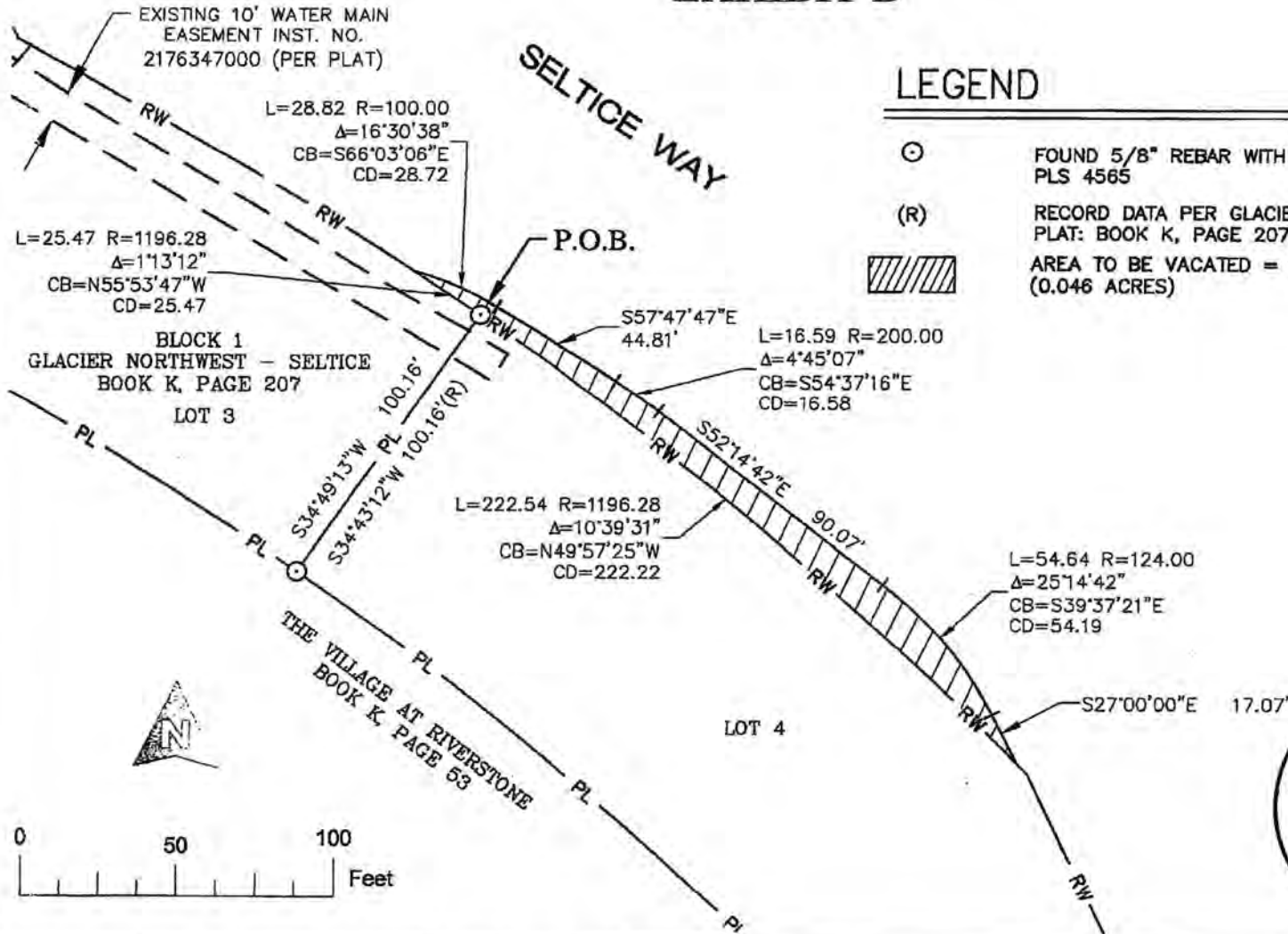
Staff recommends to the Public Works Committee to proceed with the vacation process as outlined in Idaho Code Section 50-1306, and, to recommend to the City Council the setting of a public hearing for the item on June 19, 2018.



41298
Area to be vacated

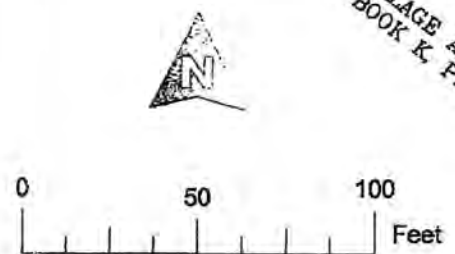
Google Earth

EXHIBIT D



LEGEND

- FOUND 5/8" REBAR WITH PLASTIC CAP MARKED PLS 4565
- (R) RECORD DATA PER GLACIER NORTHWEST-SELCTICE PLAT: BOOK K, PAGE 207
- AREA TO BE VACATED = 1986 SQ. FT. (0.046 ACRES)



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ENGINEERS | SURVEYORS

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350 E. Kathleen Ave. (toll free) 877-815-5672
Coeur d'Alene, ID 83815 (fax) 208-664-5946

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FOR SELCTICE WAY VACATION
NW 1/4 SEC.11, T. 50 N., R. 4 W., B.M.
CITY OF COEUR D'ALENE, KOOTENAI CO., ID

PROJECT NO.: 41298.00.0
DESIGNED BY: KAF
DRAWN BY: KAF
DWG NAME: 41298EX01.DWG
DATE: 8/14/2017
SHEET NO: 1

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: May 21, 2018
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **V-18-03, Vacation of right-of-way, the North 41' of Lot 4, Block 1, Ann's Addition in the City of Coeur d'Alene.**

DECISION POINT

The applicant, Miller Stauffer Architects on behalf of the Kootenai County Board of County Commissioners, is requesting the vacation of right-of-way, the North 41' of Lot 4, Block 1, Ann's Addition in the City of Coeur d'Alene.

HISTORY

The requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Ann's Addition plat in 1991. It stated on the plat that the final right-of-way would be determined by the City of Coeur d'Alene upon the final determination of the location of the collector street. With the Water Department's future building going in on Howard Street and the Compost facility to the north, the proposed vacated right-of-way has no foreseeable use for the City of Coeur d'Alene.

FINANCIAL ANALYSIS

The vacation of the requested right-of-way would not have any financial impact on the City. There are no tax issues on any of the property, and, the existing streets are not impacted.

PERFORMANCE ANALYSIS

The purpose of this request is to provide for additional developable area on the referenced parcel. This portion of right-of-way is the last remaining portion of land from an old right-of-way that ran east-west from Ramsey Road to Howard Street. The right-of-way to the east and west is developed with homes. All utility easements will remain in place. The Development Review Team was informed about this vacation and did not have any concerns.

RECOMMENDATION

Staff recommends to the Public Works Committee to proceed with the vacation process as outlined in Idaho Code Section 50-1306, and, to recommend to the City Council the setting of a public hearing for the item on June 19, 2018.



Proposed Vacation

3500

586

599

598

N Howard St

1197

1161

1147

1135

1068

1067

1049

1033

1017

W Shane Dr

1125

1070

W Devon Pl

1123

1066

1064

1050

1030

1018

N Julia St

3380

3037

3035

3033

5705

5704

5703

1120

1178

1123

1126

1066

1064

1050

1030

1018

1125

1119

1103

1085

1067

1053

1031

1019

3132

877

859

839

821

807

W Viola Ln

W Reone St

**EXHIBIT OF RIGHT-OF-WAY VACATION
OF THE NORTH 41' OF LOT 4, BLOCK ONE, ANN'S ADDITION,
A PORTION SW ¼ OF SEC. 2, T. 50 N., R. 4 W., B.M.,
CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO**



EXHIBIT OF RIGHT-OF-WAY VACATION FOR
LUNCEFORD-NEIDER COLLECTOR AS NOTED
ON THE PLAT OF ANN'S ADDITION, BK F, PG 351

FRAME & SMETANA, PA
Consulting Engineers

FS

SCALE: 1"=50'

DATE: 4/21/18

FILE: A250

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

SHEET
1 OF 1

**EXHIBIT OF RIGHT-OF-WAY VACATION
OF THE NORTH 41' OF LOT 4, BLOCK ONE, ANN'S ADDITION,
A PORTION SW ¼ OF SEC. 2, T. 50 N., R. 4 W., B.M.,
CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO**

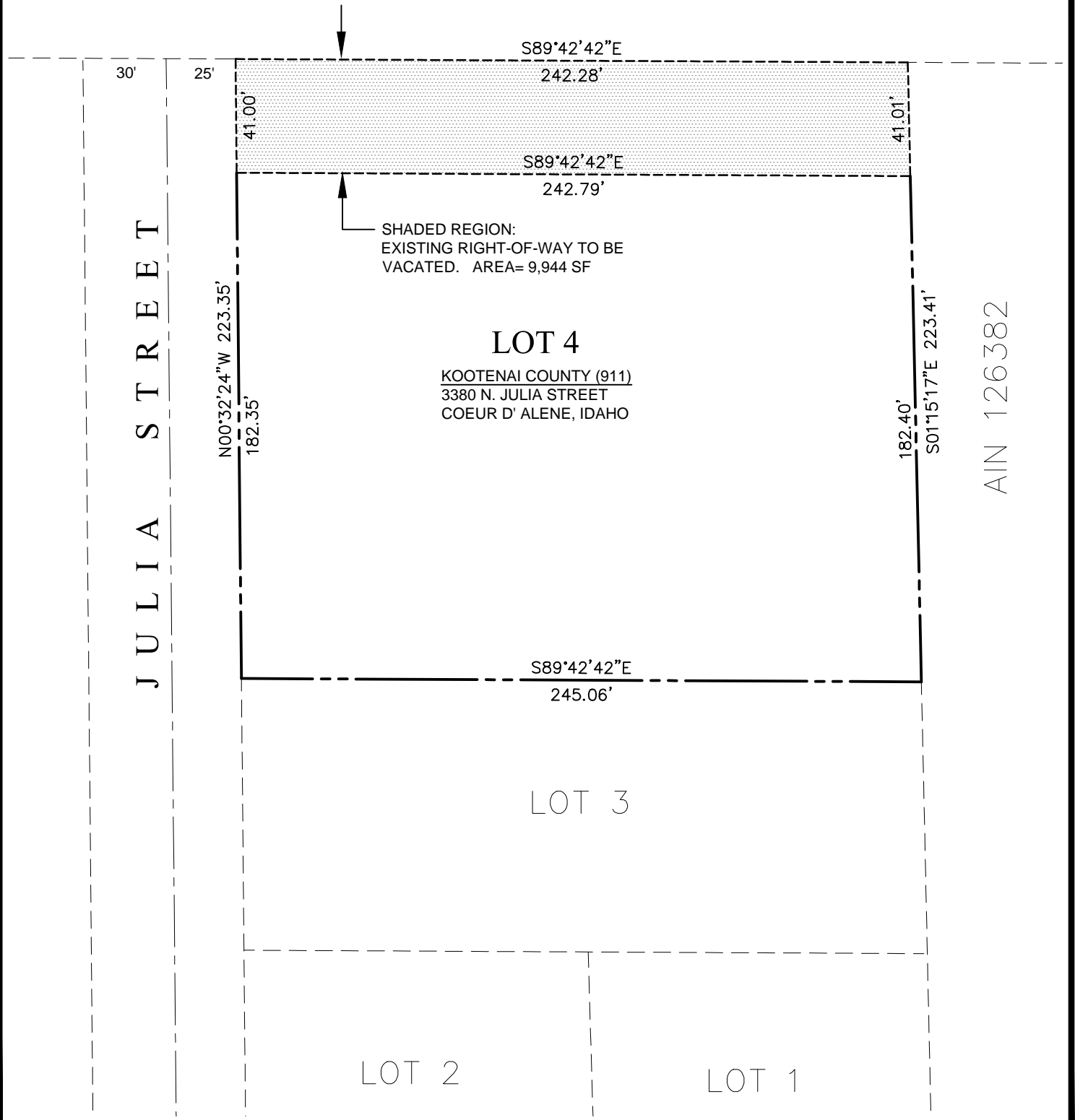


EXHIBIT OF RIGHT-OF-WAY VACATION FOR
LUNCEFORD-NEIDER COLLECTOR AS NOTED
ON THE PLAT OF ANN'S ADDITION, BK F, PG 351

FRAME & SMETANA, PA
Consulting Engineers

FS

SCALE: 1"=50'

DATE: 4/21/18

FILE: A250

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

SHEET
1 OF 1

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: May 21, 2018
FROM: Dave Hagar, Captain, Coeur d'Alene Police Department
SUBJECT: School Resource Officer Contract for School Year 2018-19 with North Idaho College

Decision Point: Should Council approve the attached contract with North Idaho College to provide School Resource Officer services for school year 2018- 2019?

History: The City has maintained a contract with North Idaho College to provide one School Resource Officer for several years. This contract is similar to the previous years' contracts.

Financial Analysis: North Idaho College agrees to pay the full amount of the Officer's salary, not including benefits, plus any overtime associated with this function. This amount covers roughly 63% of the cost of the School Resource Officer's regular wages and benefits for the person assigned to the College. The final amount will be determined once a contract is reached with the Police Association.

Performance Analysis: This partnership with North Idaho College is extremely valuable and demonstrates our commitment to keeping our students safe. Having an SRO at the school throughout the summer enhances this partnership, and is in the best interest of the College and the community.

Decision Point: Council should approve the attached contract with North Idaho College to provide School Resource Officer services for school year 2018- 2019.

RESOLUTION NO. 18-031

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING APPROVING THE FOLLOWING CONTRACTS AND ACTIONS OF THE CITY OF COEUR D'ALENE: SCHOOL RESOURCE OFFICER CONTRACT WITH NORTH IDAHO COLLEGE FOR THE 2018-2019 SCHOOL YEAR; DECLARATION AS SURPLUS TWO MOTORS AND AUTHORIZATION FOR THE WATER DEPARTMENT STAFF TO DISPOSE OF THEM AT AUCTION OR THROUGH A SCRAP METAL DEALER; DECLARATION AS SURPLUS VARIOUS PIECES OF USED EQUIPMENT, INCLUDING VEHICLES, AND AUTHORIZATION FOR THE STREETS AND ENGINEERING DEPARTMENT STAFF TO DISPOSE OF THEM AT AUCTION; AND REJECTION OF THE SOLE BID FOR THE SELTICE WAY SHARED USE PATH PROJECT.

WHEREAS, it has been recommended that the City of Coeur d'Alene authorize a contract and various actions, pursuant to the terms and conditions set forth in Exhibits "A" through "D" hereto, and by reference made a part hereof, summarized as follows:

- A) School Resource Officer Contract with North Idaho College for the 2018-2019 School Year; and
- B) Declaration as surplus two electric motors and authorization for the Water Department staff to dispose of them at auction or through a scrap metal dealer; and
- C) Declaration as surplus various pieces of used equipment, including vehicles, and authorization for the Streets and Engineering Department staff to dispose of them at auction; and
- D) Rejection of the sole bid for the Seltice Way Shared Use Path Project.

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 authorize the contract and actions for the subject matter noted above, substantially as set forth in the document attached hereto as Exhibit "A" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said contract and authorizations so long as the substantive elements of the contract and actions remain intact.

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

DATED this 5th day of June, 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 _____.

AGREEMENT BETWEEN THE
COEUR D'ALENE SCHOOL DISTRICT #271

and

THE CITY OF COEUR D'ALENE

for

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS
DISTRICT'S FISCAL YEAR 2018-19

THIS AGREEMENT is entered into this _____ day of _____, 2018, by and between School District #271, Coeur d'Alene, Idaho, hereinafter referred to as DISTRICT, and the City of Coeur d'Alene, having its principal business office located at 710 Mullan, Coeur d'Alene, Idaho, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, safety and security on and around high school, middle school, and elementary school campuses is an essential element for a positive educational environment; and

WHEREAS, the safety and well being of students on high school, middle school, and elementary school campuses is a concern shared by both the CITY and the DISTRICT, and a coordinated effort is deemed the most effective and efficient means to provide for campus security; and

WHEREAS, the presence of uniformed police officers on school campuses, in addition to basic law enforcement services, allows for an array of police services to be provided to both students and staff such as the dissemination of information on the police department, the criminal justice system, gang intervention and prevention, and alcohol and drug abuse prevention.

NOW THEREFORE, the parties to this agreement do mutually agree as follows:

I. RESPONSIBILITIES OF CITY

1. CITY agrees to provide seven (7) School Resource Officers in order to provide a uniformed high visibility presence on and around the high school, middle school and elementary campuses, located in the City of Coeur d'Alene; in the event the School Resource Officer is unavailable for an extended period of time, periodic coverage will be maintained by another officer(s); and

2. CITY agrees to furnish normal equipment for officers who perform this service, including use of Coeur d'Alene Police Department vehicles; and
3. CITY agrees the officers will facilitate classroom and faculty presentations related to the youth and the law, at elementary schools, Coeur d'Alene High School, Lake City High School, Venture High School, Woodland Middle School, Canfield Middle School, Lakes Middle School, and the following 7 elementary schools: Borah, Bryan, Fernan, Ramsey, Skyway, Sorenson, and Winton. SRO's will investigate youth related criminal cases, continue to work with community agencies and parent/teacher groups, schedule security activities as needed, be the first responder in all law enforcement related matters as they occur during regularly scheduled work hours for the officer; and
4. CITY agrees to have officers attend various sporting events and other extra curricular activities as needed for pro-active enforcement and interaction; and
5. CITY agrees to document and investigate all incidents of crime as per the police department's policies and procedures.

II. RESPONSIBILITIES OF DISTRICT

1. DISTRICT agrees to provide office space, furnishings and supplies for each School Resource Officer; and
2. DISTRICT agrees to furnish any special equipment or material necessary for the performance of this service as such equipment or material shall be identified and agreed to by the parties in writing; and
3. DISTRICT agrees each officer shall be responsible primarily to their Police Department Supervisor and secondarily to the principal of the high school to which they are assigned.
4. DISTRICT agrees to pay all overtime for the School Resource Officers.

III. CONTROL AND JURISDICTION

Prevention, education and training may take place at elementary schools, Coeur d'Alene High School, Lake City High School, Venture High School, Woodland Middle School, Canfield Middle School and Lakes Middle School located in the City of Coeur d'Alene as such activity relates to the DISTRICT.

The School Resource Officers will remain under the employment, direction, and control of the Coeur d'Alene Police Department. The Resource Officers are employees of the City of Coeur d'Alene as employee is defined under Idaho Code 6-902(4).

The City of Coeur d'Alene shall remain responsible for the actions of the School Resource Officers, and shall maintain liability insurance, or self insurance as the case may be for any claims under the Idaho Tort Claims Act, Idaho Code 6-901 et seq., or any other alleged act or omission of the School Resource Officers including but not limited to alleged Civil Rights violations.

The DISTRICT shall maintain liability insurance, or self-insurance as the case may be for any claims under the Idaho Tort Claims Act, or any other claim, arising out of the negligent acts or omissions of SD 271, its employees, agents, and students, including but not limited to bodily injury or death, property damage, or alleged Civil Rights violations.

The DISTRICT shall endeavor to provide the CITY with requests for additional officers or for work assignments occurring outside regular high school or middle school hours (that are not usual police duties) prior to the beginning of the school year. DISTRICT will update the CITY at reasonable intervals in order to assist the CITY in scheduling officers. Any requests for services by the CITY outside the scope of this agreement shall be negotiated for compensation prior to the incurrence of such work assignments, the same shall be agreed to in writing.

IV. CONSIDERATION

In consideration of all services hereinbefore described, DISTRICT agrees to pay and CITY agrees to accept in full payment therefor the amount of sixty-seven percent (67%) of nine (9) months' salary and benefits of seven (7) resource officers not to exceed Three Hundred Ninety-Five Thousand Nine Hundred Sixty-Eight Dollars and 51/100 (\$395,968.51), to be paid quarterly in equal installments.

V. TERM, AMENDMENT, RENEWAL AND TERMINATION OF AGREEMENT

1. The term of this Agreement shall remain in effect for the 2018-19 public school fiscal year.
2. This Agreement may be amended or renewed in writing by consent of CITY and DISTRICT as permitted by law.
3. This Agreement may be terminated at any time in writing by mutual consent of CITY and DISTRICT.
4. On or before April 1, 2019, both parties shall meet to evaluate the program prior to deciding whether to continue.
5. In the event that the parties do not have a writing as contemplated in 2, above, and/or do not meet to evaluate as contemplated in 4, above, this Agreement will continue

month-to-month into the 2019-2020 school year, until the Agreement is either amended or renewed (per number 2) or is terminated (per number 3).

VI. IDAHO LAW CONTROLS

It is expressly understood and agreed by CITY and DISTRICT that the laws of the State of Idaho shall govern them and the venue for any litigation disputes regarding, or interpretation of, this Agreement shall be initiated exclusively in Kootenai County, State of Idaho.

VII. SUCCESSORS-IN-INTEREST AND ASSIGNS

All terms, conditions and provisions hereof shall inure to and shall bind the parties hereto, their respective successors in interest and assigns.

IN WITNESS THEREOF, CITY and DISTRICT have caused the Agreement to be signed in their behalf by duly authorized representative on the ____ day of _____, 2018, pursuant to Resolution No. 18-____, authorized the City Mayor to sign same.

CITY OF COEUR D' ALENE

COEUR D' ALENE SCHOOL DISTRICT
#271

By: _____
Steve Widmyer, Mayor

By: _____
Casey Morrisroe, Chairperson

Attest:

Attest:

Renata McLeod, City Clerk

Lynn Towne, Clerk of the Board

APPROVED as to form and legality this ____ day of _____, 2018.

By: _____
Michael C. Gridley, City Attorney

By: _____
Marc Lyons, Attorney for School District 271

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: May 21, 2018
FROM: Dion Holton, Utility Supervisor, Water Department
SUBJECT: Declaration of one used 250 Hp Electric Motor and one used 350 Hp Electric Motor surplus properties and authorize Water Department staff to dispose of the motors at Auction or through a scrap metal dealer

Decision Point:

Should Council authorize staff to declare one 250 HP electric motor and one 350 HP electric motor as surplus properties and authorize Water Department staff to dispose of the motors at auction or to a scrap metal dealer?

History:

The 350 HP General Electric electric motor is from the Linden well. The motor has been in service for over 50 years, being original to the well that was put into service in 1966. The 250 HP US Motors electric motor is from the Honeysuckle well. This motor was installed in 2010; it has over 60,000 hours of runtime. The Honeysuckle well runs almost continuously year round.

Financial Analysis:

Water Department Staff estimates the return from the two motors at auction to be approximately \$250.00 to \$500.00.

Performance Analysis:

The 350 HP motor from the Linden well was leaking oil and in dire need of a complete rebuild. Because of the age of the motor, Water Department Staff replaced the motor with the 2016 Linden Well Rehabilitation Project rather than have it rebuilt. It has been replaced with a premium efficiency motor. The 250 HP motor from the Honeysuckle well had a history of running extremely hot. With the total hours and extreme running temperature of the motor, Water Department staff replaced the motor with premium efficiency General Electric 250 Hp motor. The motors have both outlived their useful lifespan and are currently taking up valuable storage space.

Decision Point/Recommendation:

Council should declare the two used motors as surplus property and allow Water Department Staff to dispose of them through sale at auction or as scrap.



Linden Motor



Honeysuckle Motor

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: May 21, 2018
FROM: Tim Martin, Street & Engineering Director
SUBJECT: DECLARE SURPLUS USED EQUIPMENT AND VEHICLES

DECISION POINT: Should Council declare various pieces of used assets and items to be surplus and authorize sale at auction?

HISTORY: Here is a brief description of each item:

- Parks823 is a 2001 1500 Chevrolet truck vin# 1GCEC14W11Z234985 with 129,614 miles on it that is wrecked and was in poor condition prior to being involved in the accident.
- The ATV that the Parks department wants to surplus is a 2000 Kawasaki Bayou 300 vin #JKALF8C1XYB578129.
- A 1995 Yamaha Moto-4 350cc VIN # JX43HPZO45A081531. This ATV is no longer serviceable.
- A 2003 Hyundai GO-4 vin# 2W9MPH5553P044178, with an amazing 17,908 hours on it at the last work order that needs just about everything repaired, but the most serious issue is the worn out front suspension that is unsafe and there are no longer any parts available for that old design.
- ST214 is a 2008 F550 Ford Truck vin# 1FDAF57Y48EB68343 with 54,465 miles on it that has spent the last decade as a de-icer and has suffered from corrosion of the frame, drivetrain and brake system.
- ST247 is a 1990 L8000 Ford Truck vin# 1FDXR82A6LVA07353 with 132,535 miles and 10,418 hours.

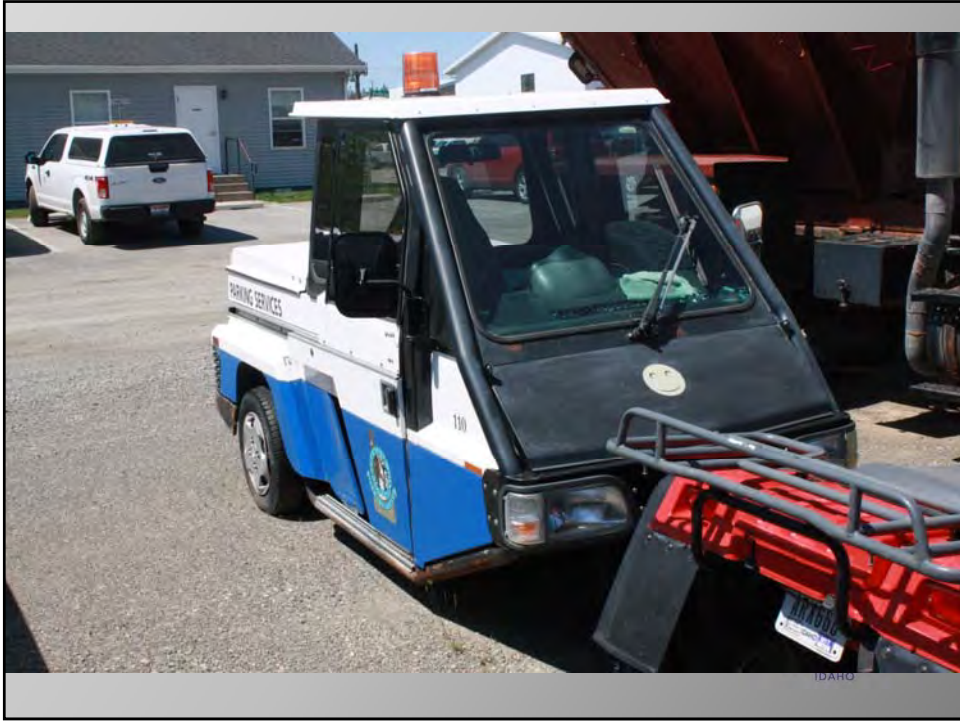
PERFORMANCE ANALYSIS: The equipment/vehicles have been deemed of little value to departments. We look to provide or offer in-house before we send items to auction.

FINANCIAL ANALYSIS

There is no cost to the taxpayers. The auction house takes a percentage of the bid for each auction item. There is very minimal cost to the department to move the items to Post Falls.

DECISION POINT/RECOMMENDATION: Council should declare the various pieces of used assets and items to be surplus and authorize the sale of such items at auction.







**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: May 21, 2018
FROM: Chris Bosley – City Engineer
SUBJECT: Bid Rejection for Seltice Sidewalk Project

=====

DECISION POINT:

Should Council reject the sole bid for the construction of a shared-use path on Seltice Way between Riverstone Drive and Northwest Boulevard?

HISTORY:

As part of the Federal Aid Seltice Way path project, the City advertised for bids for construction this summer. Only one bid was received and the amount was \$490,314, approximately \$170,000 over the engineer's estimate and the available funding. The Idaho Transportation Department has granted approval for the City to reject the bid, revise the plans and specifications, and re-advertise for construction in 2019.

FINANCIAL ANALYSIS:

Rejection of the bid allows for City staff and the design team to revise the plans and specifications for rebidding in the fall of this year. Bidding at that time is expected to result in more competitive bids, potentially reducing construction costs.

DECISION POINT/RECOMMENDATION:

Council should reject the sole bid for the construction of a shared-use path on Seltice Way between Riverstone Drive and Northwest Boulevard.

ANNOUNCEMENTS

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: May 31, 2018
FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK
RE: APPROVAL OF AMENDMENTS MUNICIPAL CODE CHAPTERS 4.25, 4.30; 5.17; 5.44; AND 10.60, GOVERNING SPECIAL EVENT PERMITTING

DECISION POINT: Should the City Council approve the proposed amendments to Municipal Code Chapters 4.25, 4.30, 5.17, 5.44, and 10.60, governing special event permitting.

HISTORY: A few years ago, the Council requested that staff look at the cost of parades and special events, with the intent to find ways to increase revenue without hurting the events. The parade and special event fees were raised 20% on May 2, 2017, and Park fees were amended on January 17, 2017.

Additionally, Council requested that staff meet with event sponsors to discuss code amendments and review the option for more than one event per day. Over the past few years staff (Police, Fire, Parks, Municipal Services, Administration, and Legal) have had many discussions and sought input from major event sponsors (Downtown Association, Chamber of Commerce, and North Idaho Trail Foundation) resulting in some proposed code amendments to help clarify the codes and bring it into compliance with state law. In reviewing the annual list of parades and special events, it is clear that the majority of the events are sponsored by the Chamber and the Downtown Association. This year, the “Ride Idaho” bike group has requested to ride through the city in August; however, the current code would not allow it because another event is already scheduled in a separate part of town. Staff has reviewed the request and determined that it is not a large impact on resources and would be a good example of how two events could occur on one day. Therefore, staff is proposing several code amendments that address housekeeping items, compliance with Idaho Code, clarity and consistency, and more than one event per day if staffing is available. There are several sections of the Municipal Code that provide specific rules whether it is related to public property (M.C. 4.25, 4.30, 10.60), private property (M.C. 5.44), and the services of alcohol off premise (5.17). Any code sections that did not clearly note the appeal procedures for denial have been amended to include that language.

FINANCIAL ANALYSIS: There will be some costs associated with codification of the amendments. Additionally, the State Code sets forth the fee for the catering permit at \$20.00 per day. Staff plans to bring forward a fee public hearing request to include the expedited fee at an additional cost of \$50.00 above the state established fee.

PERFORMANCE ANALYSIS: The following is a brief outline of the proposed amendments:

- Chapter 4.25 – clarifies that exceptions to this chapter will be authorized pursuant to the parade and special events process (same process as required by M.C. 10.60 spelled out within the section for clarity).

- Chapter 4.30 – clarifies that events expected to have over 1000 participants shall follow the procedure of Chapter 10.60 (by the addition of the same language as new section 4.30.025). Clarifies that one event is allowed “per venue” per day and that fees are set by resolution. Clarifies that the City may enter into contracts for series of events.
- Chapter 5.17 - Brings the City into compliance with Idaho State Code which allows for up to five days at a festival or convention. Change to require five days’ notice rather than three (so that we have a bit more time to include police and fire on new locations and/or large events) and provides for a method to approve through expedited process.
- Chapter 5.44 Outdoor Assemblies – clarifications for private properties and that it is not just music assemblies; clarifies fees and security are set by resolution; requires a public safety plan; and clarifies crowd control requirements.
- Chapter 10.60 Parades and Special Events/public assemblies – Housekeeping amendments to definitions, exceptions, and application sections; new allowance for two medium impact events or one medium and one low or two low impacts per day depending on staffing available; clarifications for denying permits; housekeeping clarifications to the permit application section; clarification to the violation section.

DECISION POINT/RECOMMENDATION: Council should approve the proposed amendments to Municipal Code Chapters 4.25, 4.30, 5.17, 5.44, and 10.60, governing special event permitting.

ORDINANCE NO. 3606
COUNCIL BILL NO. 18-1010

AN ORDINANCE AMENDING SECTIONS 4.25.100, 4.30.020, 5.17.010, 5.17.020, 5.17.040, 5.44.010, 5.44.020, 5.44.030, 5.44.040, 5.44.050, 5.44.060, 5.44.070, 5.44.080, 5.44.100, 5.44.110, 10.60.010, 10.60.020, 10.60.030, 10.60.040, 10.60.050, 10.60.060, 10.60.070, 10.60.090, 10.60.100, 10.60.120, 10.60.130, AND 10.60.140, COEUR D'ALENE MUNICIPAL CODE; ADDING NEW SECTIONS 4.25.105, 4.30.025, 4.30.027, 5.17.070, AND 5.44.025 TO THE COEUR D'ALENE MUNICIPAL CODE; AMENDING THE TITLE OF CHAPTER 4.30, COEUR D'ALENE MUNICIPAL CODE; AMENDING THE TITLE OF CHAPTER 10.60, COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF OTHER 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 4.25.100 of the Coeur d'Alene Municipal Code is amended as follows:*

4.25.100: PUBLIC PROPERTY HOURS:

- A. Unless otherwise provided in this chapter, all city owned, leased or maintained beaches, natural areas, parks, playgrounds and play fields are closed between the hours of eleven o'clock (11:00) P.M. and five o'clock (5:00) A.M.
- B. The Jewett House Beach is closed between the hours of ten o'clock (10:00) P.M. and six o'clock (6:00) A.M.
- C. No person can be on any public property during its closed hours except for transit through the public property on a paved trail or sidewalk.
- D. The provisions contained in this section do not apply to city employees or other emergency service providers in the normal course of city business.
- E. The city may authorize exceptions to the provisions of this section by permit issued pursuant to the procedures set out in Section 4.25.105.

SECTION 2: *That a new section 4.25.105 be added to the Coeur d'Alene Municipal Code as follows:*

4.25.105: APPLICATION:

A. All applications for a permit under this Chapter must be filed with the City Clerk's office on a form provided by the City Clerk's office, verified by the applicant and accompanied by the filing fee, no less than five (5) business days prior to the proposed use.

B. The application must state:

- A. The name and address of the applicant;
- B. The dates and hours proposed;
- C. The names of the organizations, groups, or persons sponsoring the use;
- D. The location of the use;
- E. The number of participants expected; and
- F. A description of the use.

C. The City Clerk shall issue the permit on a first come, first served basis, and shall not discriminate against any person or group, but may deny an application based on conflicting use or the need to protect the public or property.

D. An applicant may appeal the denial of a permit or to the designated Appeal Hearing Officer. An appeal must be filed in writing with the City Clerk within forty eight (48) hours, excluding weekends and holidays, after receipt of the notice of denial. The Hearing Office shall make a written decision prior to the planned date of the proposed use, or within seven (7) business days of the appeal, whichever is earlier. The decision of the Hearing Officer shall be final.

SECTION 3. *That the Title of Chapter 4.30 of the Coeur d'Alene Municipal Code be amended as follows:*

Chapter 4.30

~~COMMERCIAL ACTIVITIES~~ IESY ON PUBLIC PROPERTY

SECTION 4. *That section 4.30.020 of the Coeur d'Alene Municipal Code is amended as follows:*

4.30.020: ACTIVITIES OR EVENTS IN CITY PARKS:

A. General: The ~~p~~Parks & Recreation ~~D~~Director may permit activities and events in ~~the~~any city park, which ~~will~~are not reasonably expected, by the sponsor or the City, to attract more than one thousand ~~five hundred~~(1,500) people, either as participants or spectators. ~~Activities or events which can reasonably be expected to attract more than one thousand~~

~~five hundred (1,500) people over the duration of the activity or event or more than one thousand five hundred (1,500) people at any given time are prohibited from using City Park. If an activity or event is reasonably expected, by the sponsor or the City, to attract more than one thousand (1,000) people, as participants and spectators, the sponsor shall follow the permitting procedures in section 4.30.025 of this Code.~~

B. Date ~~A~~ and Time Limits: Only one activity or event ~~may~~ shall be allowed per weekday or weekend per venue. The activity or event permit shall be valid for one day or one weekend. The ~~city council~~ parks director may approve an extension of the activity or event for one additional day ~~if the applicant agrees to~~ upon payment of appropriate additional ~~the~~ fees established by resolution of the City Council ~~and to abide by all other regulations~~. Activities or events between April 15 and September 30, except on the Fourth Of July, may last until ten o'clock (10:00) P.M. Activities or events on the Fourth Of July may last from sunrise to eleven thirty o'clock (11:30) P.M. Activities and events during other times of the year may last from sunrise to sunset.

C. Approval Process: The sponsor must submit a written request for use of ~~a C~~ city P park to the ~~p~~ Parks & Recreation ~~d~~ Director at least thirty (30) days prior to the date requested for the activity or event. The request must include:

1. A detailed schedule of events,
2. Accurate information regarding the historical audience attendance which has previously been attracted to the event,
3. All appropriate public health permits,
4. An executed hold harmless agreement in a form approved by the city attorney's office, and
5. The ~~appropriate~~ fee established by resolution of the City Council.
6. If the activity or event is anticipated to attract more than two hundred (200) people or last more than three (3) hours, the sponsor must also provide proof of liability insurance naming the city as an additional insured in an amount of one million dollars (\$1,000,000.00) 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. The insurance policy cannot be canceled or modified by the sponsor or insurance company without at least thirty (30) days' advance written notice to the city.
7. If the activity or event is anticipated to attract more than ~~five hundred (500)~~ seven hundred fifty (750) people or last more than three (3) hours, the sponsor must also post a three thousand dollar (\$3,000.00) bond to guarantee that the sponsor will comply with all regulations and/or reimburse the city for any and all damage to city property which results from the activity or event.

- D. Concessions: The event sponsor may allow Concessions which comply with the standards set out in Chapter 5.75 of this Code, except as provided herein. Any Non-Mobile stand, booth, or individual Concession cannot exceed eight feet by ten feet (8' x 10'). The Concession may operate only during the hours of operation of the special event. The City accepts no responsibility for security of Concessions, and the sponsor and, by applying for a permit, the sponsor and special event Vendors agree to hold the City, its agents and employees harmless from any injury or damage resulting from the operation of the event or Concession.
- E. Additional Rules: The sponsor must comply and enforce compliance with all applicable park guidelines, rules or regulations and is responsible to reimburse the city for any and all damage to city property resulting from the activity or event. A sponsor cannot reserve a facility more than two (2) times per season; PROVIDED, the City may enter into a contract with a sponsor for a series of events in excess of two (2) on a first-come first-serve basis, after considering all relevant factors, including the usual and proposed uses of the park, the proposed dates, administration, security, and public interest.

SECTION 5. *That a new section 4.30.025 be added to the Coeur d'Alene Municipal Code as follows:*

4.30.025: LARGE ACTIVITY OR EVENT PERMIT:

This section shall apply to an activity or event which is reasonably expected, by the sponsor or the City, to attract more than one thousand (1,000) people as participants and spectators.

- A. A person or organization seeking a permit under this Chapter for an activity or event that is reasonably expected, by the sponsor or the City, to attract more than one thousand (1,000) people shall file an application with the Parks & Recreation Director on a form provided by the Director.
- B. The application shall be filed as soon as the applicant knows sufficient information to complete an application, but no less than twenty one (21) days or more than one year before the activity or event. For good cause shown, applications may be accepted outside the above limits. Good cause is shown when the activity or event is related to an event or circumstance which could not reasonably be anticipated such that the applicant could comply with the time limits contained herein, and the City is reasonably able to process the application in sufficient time to allow the activity or event to proceed as requested.
- C. The application shall include:
 1. The full name, street address, telephone number, e-mail address, and facsimile number, if any, of the person or organization sponsoring the activity or event;
 2. The name, street address, telephone number, e-mail address, and facsimile number, if any, of the person with operational authority over the activity or event;

3. The date and time when the activity or event is to occur;
4. The name of the activity or event, if any;
5. The anticipated duration of the activity or event;
6. The place where the activity or event will be held;
7. The approximate number of individuals who are expected to attend the activity or event, including the expected number of spectators;
8. The prior activity or event history of the applicant and sponsor, including the number of permits previously applied for;
9. The plan for trash disposal and collection, sanitary and medical facilities, and for cleanup; and
10. A public safety plan, which must be submitted to and approved by the Chief of Police, or designee, prior to issuance of a permit and which will include: an accurate site plan; an adequate traffic control and crowd protection plan, including proof that policing has been contracted for or otherwise provided by the applicant in a manner approved by the Police Department; proof that traffic control and crowd control personnel are, or will at the time of the event be, licensed special police officers or merchant police, or meet the police department's requirements for becoming same; proof that there shall be at least one traffic control or crowd control personnel for each two hundred and fifty (250) persons expected, stationed at each access point for the event, or reasonably expected, to be in attendance at any time during the activity or event.

D. A permit may be denied if the applicant, or the person or organization on whose behalf the application is made, has on prior occasions made material misrepresentations regarding the nature or scope of an activity or event previously permitted or has violated the terms of prior permits; or if the applicant, or the person or organization on whose behalf the application was made, has on prior occasions damaged city property and not paid in full for such damage or has other unpaid debts to the City.

E. This chapter is subject to amendment or replacement at any time, and any application shall be governed by the ordinance in effect at the time of approval, not the time of application.

SECTION 6. *That a new section 4.30.027 be added to the Coeur d'Alene Municipal Code as follows:*

4.30.027: APPEAL PROCEDURE:

An applicant may appeal the denial of a permit or approval of a permit with conditions under this Chapter to the designated Appeal Hearing Officer. An appeal must be filed in writing with the

city clerk within forty eight (48) hours, excluding weekends and holidays, after receipt of the notice of denial or approval with conditions. The Hearing Officer shall make a written decision prior to the planned date and time of the Parade, Public Assembly, or Block Watch Event, or within seven (7) business days of the appeal, whichever is earlier. The decision of the Hearing Officer shall be final.

SECTION 7. *That section 5.17.010 of the Coeur d'Alene Municipal Code is amended as follows:*

5.17.010: APPLICANT AND ALCOHOL BEVERAGE CATERING PERMIT TIME LIMITATIONS; DEFINITIONS:

A. Time Limitations: Any person authorized to sell liquor or beer or wine, or any combination thereof, may apply for a catering permit to serve and sell liquor by the drink, beer and wine, or beer, or wine, at a festival or convention for a period not to exceed five (5) consecutive days, with an option to request one (1) permit extension on the same terms and conditions as the original permit, or a party~~or convention~~, for a period not to exceed ~~threetwo~~ (32) consecutive days.

B. Definitions:

CONVENTION: A formal meeting of members, representatives, or delegates, as of a political party, fraternal society, profession, or industry.

FESTIVAL: A period or program of celebration activities, cultural events, or entertainment lasting three (3) or more consecutive days.

PARTY: A social gathering especially for pleasure or amusement and includes, but is not limited to, such social events as weddings, birthdays, and special holiday celebrations to include, but not be limited to, New Year's celebrations, Super Bowl Sunday, St. Patrick's Day, the Fourth of July and Labor Day.

SECTION 8. *That section 5.17.020 of the Coeur d'Alene Municipal Code is amended as follows:*

5.17.020: APPLICATION; PROCEDURE:

All applications for a catering permit must be filed with the city clerk's office on a form provided by the city clerk's office, verified by the applicant and accompanied by the filing fee, no less than ~~threfive~~ (35) ~~workingbusiness~~ days prior to the proposed festival, convention, or party~~or convention~~.

The application must state:

A. The name and address of the applicant and the number of his state liquor, beer, or wine license;

- B. The dates and hours during which the original permit is to be effective, not to exceed ~~threetwo (32)~~ consecutive days for a party and five (5) consecutive days for a festival or convention;
- C. The names of the organizations, groups, or persons sponsoring the event;
- D. The address at which the liquor, beer, or wine is to be served and the name of the commercial business/building, if applicable; ~~and~~
- E. The number of participants expected at the event; and
- EF. The purpose for ~~A description of~~ the festival, convention, or party ~~or convention~~.

SECTION 9. *That section 5.17.040 of the Coeur d'Alene Municipal Code is amended as follows:*

5.17.040: APPROVAL OF ALCOHOL BEVERAGE CATERING PERMITS:

The city clerk, as the city council's designee, upon the advice and recommendation of the chief of police or his designee, shall approve or disapprove the application and indicate the determination on the face of the application by endorsement signed by the city clerk and a copy shall be mailed or delivered immediately to the chief of police and the applicant. The Police Chief and Fire Chief, or their designees, may require conditions to a permit which they deem necessary to ensure public safety. A signed copy shall be retained by the city clerk.

SECTION 10. *That a new section 5.17.070 be added to the Coeur d'Alene Municipal Code as follows:*

5.17.070: APPEAL PROCEDURE:

An applicant may appeal the denial of a permit under this Chapter to the designated Appeal Hearing Officer. An appeal must be filed in writing with the city clerk within five (5) days, excluding weekends and holidays, after receipt of the notice of denial. The Hearing Officer shall make a written decision prior to the planned date and time of the event or within seven (7) business days of the appeal, whichever is earlier. The decision of the Hearing Officer shall be final.

SECTION 11. *That section 5.44.010 of the Coeur d'Alene Municipal Code is amended as follows:*

5.44.010: PERMIT; REQUIRED; ADVERTISEMENT FOR EVENT AFTER PERMIT OBTAINED:

It is unlawful for any person, persons, corporation, or organization, landowner, or lessor to allow, encourage, organize, promote, conduct, permit, or cause to be advertised an outdoor entertainment, amusement, or assembly of persons on private property where ~~in~~ the primary

purpose will be the presentation of outdoor amusement, live, or recorded musical entertainment, or assemblies, ~~which and where the~~ person, persons, or corporation, organization, landowner, or lessor believes, or has reason to believe, the event will attract five hundred (500) or more persons, and whether or not a charge or contribution is required for admission, unless a valid City permit has been obtained for the operation of the ~~outdoor amusement or musical assembly event~~; ~~provided, however, that t~~The musical assembly event may be advertised by the sponsors and/or organizers thereof only after application ~~for such permit has been made and such permit~~ has been ~~granted~~approved.

SECTION 12. *That section 5.44.020 of the Coeur d'Alene Municipal Code is amended as follows:*

5.44.020: PERMIT; APPLICATION; APPROVAL; DENIAL:

Written applications for ~~musical assemblies~~ an outdoor entertainment, amusement, or assembly of persons as described in Section 5.44.010 shall be made to the City Clerk at least forty (40) ~~or more~~ days prior to the date upon which such ~~musical assembly event~~ is scheduled to be held. The application shall be accompanied by the required permit fee. The City Clerk shall approve, deny, or approve with conditions, and shall provide ~~W~~ritten notice of ~~approval or disapproval of the application shall be given~~the action to the applicant no later than fifteen (15) days ~~after the next City Council meeting. The permit shall not be denied providing the conditions enumerated in Section 5.44.070 are met by the applicant~~prior to the event.

SECTION 13. *That a new section 5.44.025 be added to the Coeur d'Alene Municipal Code as follows:*

5.44.025: APPEAL PROCEDURE:

An applicant may appeal the denial of a permit or approval of a permit with conditions under this Chapter to the designated Appeal Hearing Officer. An appeal must be filed in writing with the city clerk within forty eight (48) hours, excluding weekends and holidays, after receipt of the notice of denial or approval with conditions. The Hearing Officer shall make a written decision prior to the planned date and time of the outdoor entertainment, amusement, or assembly of persons, or within seven (7) business days of the appeal, whichever is earlier. The decision of the Hearing Officer shall be final.

SECTION 14. *That section 5.44.030 of the Coeur d'Alene Municipal Code is amended as follows:*

5.44.030: PERMIT; FEE:

The ~~basic~~ fee required for a permit under this Chapter shall be ~~one hundred dollars (\$100.00) for every one hundred (100) persons expected for each event set by resolution of Council~~. No permit shall be granted for a period of more than one day, expiring at midnight on that day; ~~and no~~ A permit ~~shall~~may be granted for consecutive days at the same location, but not to exceed four (4) days in total. The ~~basic~~ permit fee shall be retained by the City whether a permit is granted, denied or withdrawn.

SECTION 15. *That section 5.44.040 of the Coeur d'Alene Municipal Code is amended as follows:*

Whenever approval by a governmental agency other than the city ~~council-clerk~~ is required, the applicant for such approval shall be required to cooperate fully with such agencies to ensure that full review of the proposals may be accomplished by the agencies within the fifteen (15) day time limit set out in section 5.44.020 of this chapter. When any type of physical facility is required or subject to approval under the provisions of this chapter, such facilities shall be in existence five (5) or more days before the event for which an application is submitted, and shall be subject to inspection by the approving agencies or departments. Should the actual facility or construction required in connection therewith fail to meet the standards approved in the proposed plans, any permit may be withdrawn.

SECTION 16. *That section 5.44.050 of the Coeur d'Alene Municipal Code is amended as follows:*

5.44.050: PERMIT ISSUANCE CONDITIONS; HEALTH DISTRICT APPROVAL:

No permit shall be granted unless the applicants obtains the approval of the ~~Kootenai County Panhandle Health District~~ indicating that the applicants for the permit hasve complied with the health requirements of such district for like or similar facilities. Such approval shall indicate the type and adequacy of water supply to be provided, the type and adequacy of toilet, waste collection and washing facilities to be provided, and, if there is to be food or drink served on the premises, the type and adequacy of food and drink preparation, and food and drink service facilities to be provided. Concessions will be required to comply with Chapter 5.75 of this Code.

SECTION 17. *That section 5.44.060 of the Coeur d'Alene Municipal Code is amended as follows:*

5.44.060: PERMIT ISSUANCE CONDITIONS; APPROVAL OF FIRE CHIEF:

No permit shall be granted under the provisions of this chapter unless the applicant has shown that the ~~Fire Chief, or designee,~~ has approved fire protection devices and equipment available at such ~~assembly event.~~ Fire prevention standards shall be as set out in the fire code of the city. A public safety plan shall be provided with the application and approve by the public safety staff prior to issuance of the permit.

SECTION 18. *That section 5.44.070 of the Coeur d'Alene Municipal Code is amended as follows:*

5.44.070: PERMIT ISSUANCE CONDITIONS; BOND; AMOUNTS DESIGNATED:

A. No permit shall be issued under the provisions of this ~~eChapter~~ unless the applicant has on deposit with the city treasurer security in the form of a bond, cash, irrevocable letter of credit, certificate of deposit, or cashier's check, ~~any of~~ which shall be in a form approved by the city attorney. The security, as set out in this section, shall be to save and protect

the city from loss resulting from damage to the streets, pavements, bridges, road signs, park facilities, lawn and shrubbery, and any other property in of the city, including all damage that may be caused by vehicles, employees, animals, or participants in such outdoor assembly the event, the proceeds to be used as necessary to restore the ground where such assembly is held damaged property to a reasonable and sanitary the condition in which it existed prior to the event, and to pay all charges, and losses, and repair or replacement costs of the city or others for damages to property and facilities as aforesaid, and including the private property owned and held in the city, and, further, to cover the costs of any extraordinary law enforcement and/or fire services incurred by the city, which are the result of such activity event, and which shall be met by the proceeds from such security. The minimum amount of such security shall be set by resolution of Council determined as follows:

1. ~~For gatherings of 1 to 5,000 persons, a \$5,000.00 cash or surety bond, or \$10,000.00 if any other security is provided;~~
2. ~~For gatherings of 5,000 to 10,000 persons, a cash or surety bond of \$10,000.00, or \$15,000.00 if any other security is provided;~~
3. ~~For gatherings of 10,000 to 15,000 persons, a cash or surety bond of \$15,000.00, or \$20,000.00 if any other security is provided;~~
4. ~~A security to be raised in increments of \$5,000.00 for each additional 5,000 persons expected.~~

B. The deposit security or its balance is to shall be returned when the city council clerk, or designee, certifies to the city treasurer that no damage has been done, or that the costs of making the repairs mentioned in subsection A of this section or procuring replacements whereas less than the bond amount security and that the balance difference thereof between the security and costs incurred should be returned. Further, the sponsor shall furnish evidence of a liability insurance policy providing for a minimum of one million dollars (\$1,000,000.00) 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 and naming the city as an additional insured. A The certificate of insurance shall provide ing that at least thirty (30) days' written notice must be provided to the city prior to cancellation of the policy and such certificate shall be filed in the office of the city clerk.

SECTION 19. *That section 5.44.080 of the Coeur d'Alene Municipal Code is amended as follows:*

5.44.080: PERMIT ISSUANCE CONDITIONS; PUBLIC SAFETY:

A. No permit shall be granted under the provisions of this chapter unless the applicant has obtained the written approval of the chief of police of the city, or designee, indicating that the following conditions have been provided complied with by the applicant: an accurate

~~site plan; that an~~ adequate traffic control and crowd protection plan, including proof that policing ~~has~~ been contracted for or otherwise provided by the applicant in a manner approved by the Police Department; proof that traffic control and crowd control personnel ~~shall be~~ are, or will at the time of the event be, licensed special police officers or merchant police, or ~~named persons~~ meeting the police department's requirements for becoming same; proof that there shall be ~~provided at least~~ one traffic control or crowd control person~~nel~~ for each ~~one~~two hundred ~~and fifty~~ (~~100~~250) persons expected, stationed at each access point for the event, or reasonably ~~to be~~ expected, to be in attendance at any time during the event; provided, that i

B. If, at any time during the event, the size of the crowd exceeds by twenty percent (20%) the number of persons represented by the ~~sponsors~~ applicant to be expected to be in attendance, the chief of police or designee and the fire chief or designee shall have the discretion to require ~~the sponsor to limit that~~ further admissions be prohibited. ~~Any person with more than a ten percent (10%) proprietary interest in the event shall be required to be in attendance at such activity and shall be responsible for ensuring that no person shall be allowed to remain on the premises if the person is violating the laws of the state of Idaho, the county of Kootenai or the city. Any such person having a duty to remove law violators who wilfully fails to do so shall be deemed an aider or abettor of such violation.~~

SECTION 20. *That section 5.44.100 of the Coeur d'Alene Municipal Code is amended as follows:*

5.44.100: HOURS OF OPERATION:

No ~~outdoor musical assembly~~ event requiring a permit under this Chapter shall be conducted in the city during the hours of one minute after twelve o'clock (12:01) A.M. and nine o'clock (9:00) A.M., provided that no ~~license~~ permit shall be issued for more than one 24-hour period and the event shall ending at no later than twelve o'clock (12:00) ~~midnight~~ A.M. The ~~participants~~ location of the event and its immediate vicinity shall be ~~required to have~~ cleared ~~the licensed area and its immediate environs~~ no later than ~~one~~ twelve o'clock (12:00) A.M. of the day following the ~~licensed~~ event.

SECTION 21. *That section 5.44.110 of the Coeur d'Alene Municipal Code is amended as follows:*

5.44.110: APPLICABILITY:

Nothing contained in this ~~e~~Chapter shall apply to:

~~A.~~ ~~Regular park usage by family, charitable, fraternal or other groups in the ordinary traditional use of the park.~~

B.A. Assemblies sponsored by or conducted on property owned by another governmental entity. For the purposes of this subsection, "governmental entity" means those entities

that have a governing board elected by the public to act in the interest of the public, and which, when permitting outdoor assemblies, provide for or require by contract or policy parking at its facility, adequate insurance, security, protection of ~~the~~ public property, fire protection, and compliance with public health regulations.

CB. Outdoor assemblies that are required by some other ~~m~~Municipal ~~e~~Code section to have a permit from the city, which section contains provisions ~~acceptable to the city council~~ for adequate protection of public property, fire protection, ~~and~~ compliance with public health regulations, parking, and security.

SECTION 22. *That the Title of Chapter 10.60 of the Coeur d'Alene Municipal Code is amended as follows:*

Chapter 10.60

PARADES, ~~SPECIAL EVENTS AND~~ PUBLIC ASSEMBLIES, AND BLOCK WATCH
EVENTS ON STREETS AND SIDEWALKS

SECTION 23. *That section 10.60.010 of the Coeur d'Alene Municipal Code is amended as follows:*

10.60.010: DEFINITIONS:

The following words and phrases when used in this chapter shall have the meanings set out in this section:

APPLICANT: Any person applying for a "permit" as defined herein.

BLOCK WATCH EVENT: Any gathering, sponsored solely by owners, residents or tenants of properties fronting a street, which causes a closure of the entire street, or a portion thereof, to vehicular traffic and use of the street for the gathering.

~~**CHIEF OF POLICE:** The chief of police of the city of Coeur d'Alene or the chief's authorized designee.~~

~~**CITY CLERK:** The clerk of the city or the clerk's authorized designee.~~

ORGANIZATION: A number of groups united for a particular purpose.

PARADE: Any organized dash, demonstration, march, marathon, meeting, motorcade, parade, procession, race, rally, gathering, or like activity consisting of persons, animals, or vehicles, or a combination thereof, upon the streets within the city ~~with an intent of attracting public attention~~ that interferes with or has a tendency potential to interfere with the normal flow or regulation of traffic upon the streets.

PERMIT: The permit as required by this chapter ~~for activities including, but not necessarily limited to, a dash, demonstration, march, meeting, motorcade, parade, procession, public~~

~~assembly, rally, race or marathon which for purposes of this chapter are collectively referred to as an activity requiring a permit.~~ An approved application will serve as the permit.

PERMITTEE: Any person, firm, partnership, association, corporation, company or organization of any kind granted a permit for an activity regulated by this chapter.

PERSON: Any person, firm, partnership, association, corporation or company of any kind.

PUBLIC ASSEMBLY: Any meeting, demonstration, rally or gathering of more than twenty five (25) persons for a common purpose as a result of prior planning that interferes with or has a tendency to interfere with the normal flow or regulation of pedestrian or vehicular traffic ~~or occupies any street.~~

SIDEWALK: Any area or way set aside or open to the general public for purpose of pedestrian traffic, whether or not it is paved.

~~SPECIAL EVENT: A preplanned activity sponsored by organizations to be held on public property, for the purpose of celebration, amusement, cultural recognition, amateur sports demonstrations, competition or similar activity.~~

STREET: Any place or way set aside or open to the general public for primary purposes of vehicular traffic, including any berm or shoulder parkway, right of way, or median strip thereof.

SECTION 24. *That section 10.60.020 of the Coeur d'Alene Municipal Code is amended as follows:*

10.60.020: PERMIT REQUIRED:

No person shall engage in, participate in, or conduct any ~~p~~Parade, ~~special event or p~~Public ~~a~~Assembly, or Block Watch Event, as defined by this Chapter, unless without a permit ~~is applied for and~~ issued by the ~~e~~City ~~e~~Clerk.

SECTION 25. *That section 10.60.030 of the Coeur d'Alene Municipal Code is amended as follows:*

10.60.030: EXCEPTIONS TO PERMIT REQUIREMENT:

This chapter shall not apply to the following:

- A. Funeral processions;
- B. Government agencies acting within the scope of their function;
- C. Activities regulated by section 5.~~18-070~~75.050 of this code;
- D. Outdoor assemblies regulated by ~~title 5, e~~Chapter 5.44 of this code;

- E. ~~Park a~~Activities in parks or on other public property regulated by ~~t~~Title 4, ~~chapter 4.30~~ of this code;
- F. Students going to and from classes, or participating in an educational activityies, provided~~when~~ such conduct~~activity~~ is under the immediate direction and supervision of ~~the a~~ proper school authorityies.

SECTION 26. *That section 10.60.040 of the Coeur d'Alene Municipal Code is amended as follows:*

10.60.040: APPLICATION AND PROPER NOTICE:

- A. A person or organization seeking a permit under this Chapter shall ~~obtain and~~ file an application with the city clerk on forms provided by ~~such officer~~the city.
- B. ~~An~~The application for a permit shall be filed with the city clerk as soon as the applicant knows sufficient information to complete an application, ~~but and at least no less than~~ twenty one (21) days ~~and or not~~ more than one year before the ~~p~~Parade, special event or pPublic aAssembly, or Block Watch Event is proposed to commence. For good cause shown, applications may be accepted ~~after~~outside the above limits. Good cause ~~shall be~~is shown when the ~~p~~Parade, special event or pPublic aAssembly, or Block Watch Event is related to an ~~unanticipated or recently announced or occurring event or circumstance which could not reasonably be anticipated such that the applicant could comply with the time limits contained herein,~~ and the ~~city application for permit or public assembly can be is reasonably able to~~ processed ~~in compliance with the provisions of this chapter the application~~ in sufficient time to allow the ~~p~~Parade, special event or Public aAssembly, or Block Watch Event to proceed as ~~scheduled~~requested.
- C. This chapter is subject to amendment or replacement at any time, and any application shall be governed by the ordinance in effect at the time of approval, not the time of application.

SECTION 27. *That section 10.60.050 of the Coeur d'Alene Municipal Code is amended as follows:*

10.60.050: APPLICATION PERMIT FEE AND SECURITY DEPOSIT:

The ~~category assignment will determine the permit~~ fee charged for the event and the security ~~fee~~ deposit required shall be based upon the event's category. The categories are established by impact on city services and the applicable category shall be determined by the following table. ~~The security fee deposit would be returned to the sponsor if the applicant met all of the requirements of the permit pertaining to such things as trash, cleanup and sanitation. Permit fees for parades, special events and public assemblies are based upon the event's category assignment relating to the event's impact on city services as follows:~~

<u>Category</u>	<u>Participants</u>	<u>Hours</u>	<u>Length</u>
High	Over 500	6+ hours	21+ blocks
Medium	201 - 500	3 - 6 hours	12 - 20 blocks
Low	0 - 200	Under 3 hours	Under 12 blocks or no street closure

~~To determine a fee~~An category, the event will be assigned to the category (High, Medium, Low) which corresponds to must equal at least two (2) of the ~~above categories~~three criteria (Participants, Hours, Length). If each of the three criteria correspond to a different category, the event shall be assigned to the category “High.”

~~Sponsors~~The will be charged a fee and a separate security deposit required for each category shall be in an amount set by resolution of the city council.

The security deposit shall be returned to the applicant if all requirements of the permit are satisfied.

There will be no fee or deposit required for a ~~b~~Block ~~w~~Watch ~~e~~Event.

SECTION 28. *That section 10.60.060 of the Coeur d'Alene Municipal Code is amended as follows:*

10.60.060: STANDARDS FOR ISSUANCE:

A. Statement Of Purpose: The purpose of these regulations is to set forth the standards of issuance for a ~~pParade, special event or pPublic aAssembly, or Block Watch Event~~ permit. It is further the purpose of these regulations to:

1. Assure that emergency services such as police, fire, and ambulance services are available for a ~~pParade, special event or pPublic aAssembly, or Block Watch Event~~ taking place within the corporate limits of the ~~e~~City of Coeur d'Alene;
2. Assure that emergency services such as police, fire, and ambulance services are not unreasonably inhibited in their ability to travel on and cross public streets and sidewalks by ~~pParades, special events or pPublic aAssemblies, or Block Watch Events; at a minimum, an emergency access twenty (20) feet wide shall be required to all parts of the event;~~
3. Assure that business activities in ~~Coeur d'Alene~~the City are not unreasonably impacted by ~~pParades, special events or pPublic aAssemblies, or Block Watch Events;~~ and

4. Assure that traffic is not unreasonably disturbed by ~~pParades, special events or pPublic aAssemblies, or Block Watch Events.~~
- B. Permit Issuance: ~~Only one parade or special event or public assembly permit will be granted for the same calendar day.~~ The ~~eCity eClerk~~ shall ~~may~~ issue ~~the a~~ permit on a first come, first served basis: for a Parade or Special Event as follows: for each calendar day, only one (1) high impact event, OR up to two (2) medium impact events, OR one (1) medium and one (1) low impact event, OR up to two (2) low impact events. The issuance of any permit is dependent upon available staffing by the City. Block Watch Events are exempted from any limitation as to the number of events per calendar day.
- C. Application Form; Approval: The city clerk ~~and the chief of police~~ may request such information from the applicant as is necessary in their sole discretion to determine whether to approve the application. A public safety plan shall be submitted and approved prior to issuance of a permit. The information may be requested in the permit application form, through written instructions available from the city clerk ~~or the chief of police,~~ or ~~through by~~ written or oral inquiries addressed to the applicant. The time for considering the permit shall be extended by the time taken by the applicant in responding satisfactorily to any inquiry.
- D. Discrimination Prohibited: There shall be no discrimination in granting, denying, or conditionally granting permits under this ~~eChapter,~~ and a permit shall not be denied based upon the content of the applicant's message or political, religious, ethnic, racial, disability, or gender related grounds.
- E. Permit Denial: The city clerk may deny a permit if the applicant, or the person or organization on whose behalf the application is made, has on prior occasions made material misrepresentations regarding the nature or scope of a ~~pParade, special event or pPublic aAssembly, or Block Watch Event~~ previously permitted or has violated the terms of prior permits ~~issued to or on behalf of the applicant;~~ or if the applicant, or the person or organization on whose behalf the application was made, has on prior occasions damaged city property and not paid in full for such damage or has other unpaid debts to ~~the chief of police or the city clerk.~~ Further, the city clerk may deny a permit if the proposed ~~pParade, special event or pPublic aAssembly, or Block Watch Event~~ is for the primary purpose of commercial benefit, by to individual business a private party or parties, and it would disrupt streets or public plaecessidewalks ordinarily subject to great congestion during the time of the ~~special eventParade, Public Assembly, or Block Watch Event,~~ or would ~~require such a diversion of police protection that it would deny reasonable police protection to the city~~ be detrimental to public safety due to the City personnel required. The ~~application may be denied, unless the~~ applicant shall be given an opportunity to ~~modify~~ ies the proposed ~~special eventParade, - Public Assembly, or Block Watch Event~~ to satisfactorily deal withaddress these ~~concerns~~ reason(s) for denial, and any proposed modification shall not be unreasonably rejected in a manner reasonably acceptable to the police chief or his designee.

F. Additional Reasons For Denial; Halting Of Assembly: A permit may be denied where the city clerk, ~~upon the advice of the chief of police,~~ determines that the pParade, Public Assembly, or Block Watch Event would unreasonably disrupt traffic, vehicular or pedestrian, or public services, or where there is ~~clear and convincing~~substantial evidence that the applicant, ~~not opponents of the applicant,~~ the applicant's agents, or participants in the Parade, Public Assembly, or Block Watch Event intends to engage in violence ~~and that the time, place, and manner of the event cannot be adjusted such that the city will be able to control such potential violence without injury to bystanders, participants, or police.~~ A pParade, special event or pPublic aAssembly, or Block Watch Event may be halted by the chief of police if at any time the participants fail to conform-comply with the requirements of the permit -or create an imminent risk of violence or violate the law.

SECTION 29. *That section 10.60.070 of the Coeur d'Alene Municipal Code is amended as follows:*

10.60.070: NOTICE OF DETERMINATION OF APPLICATION:

If the application is complete, ~~T~~the city clerk shall ~~act upon~~approve or deny, or approve with conditions, the ~~application for a permit within seven (7) business days after the filing thereof and the applicant's submission of complete information. If for any reason a longer period of time is required, the reason for such a delay shall be provided in writing to the applicant.~~ The clerk shall make a reasonable effort to notify the applicant, by facsimile, mail, or personal service, ~~or certified mail, including a copy of any notice of denial or condition of the decision on the permit, which notice shall include and the reason(s) for a denial or an approval with conditions of the permit within one business day of the clerk's decision.~~

SECTION 30. *That section 10.60.090 of the Coeur d'Alene Municipal Code is amended as follows:*

10.60.090: APPEAL PROCEDURE:

Any applicant ~~shall have the right to~~may appeal the denial of a permit or ~~imposition of approval of a permit with~~ conditions to the ~~designated city council~~Appeal Hearing Officer. ~~The denied applicant shall make the~~An appeal must be filed in writing with the city clerk within forty eight (48) hours, excluding weekends and holidays, after receipt of the notice of denial or approval with conditions ~~by filing a written notice with the city clerk and a copy of the notice with the city clerk.~~ The ~~city council~~Hearing Officer ~~will shall reach~~make a written determination decision prior to the planned date ~~and time~~ of the pParade, Public Assembly, or Block Watch Event, and/or within no more than seven (7) business days of the appeal, whichever is earlier. The decision of the Hearing Officer shall be final.

SECTION 31. *That section 10.60.100 of the Coeur d'Alene Municipal Code is amended as follows:*

10.60.100: CONTENTS OF PERMIT APPLICATION:

Each permit application shall state at least the following, and the applicant shall adhere to any commitment made:

- A. The full name, street address, telephone number, e-mail address, and facsimile number, if any, of the person or organization sponsoring the parade or public assembly;
- B. The name, street address, telephone number, e-mail address, and facsimile number, if any, of the person ~~in~~with operational authority over ~~charge of~~ the ~~p~~Parade, special event ~~or p~~Public aAssembly, or Block Watch Event;
- C. The date when the ~~p~~Parade, special event ~~or p~~Public aAssembly, or Block Watch Event is to be conducted;
- D. The name of the ~~p~~Parade, special event ~~or p~~Public aAssembly, or Block Watch Event, if any;
- E. The time the ~~p~~Parade, special event ~~or p~~Public aAssembly, or Block Watch Event will begin to form, and the time the ~~p~~Parade, special event ~~or p~~Public aAssembly, or Block Watch Event will begin movement;
- F. The anticipated duration in hours and minutes of the Parade, Public Assembly, or Block Watch Event;
- FG. The place the ~~p~~Parade, special event ~~or p~~Public aAssembly, or Block Watch Event will form or be held;
- GH. The route or location of the ~~p~~Parade, special event ~~or p~~Public aAssembly, or Block Watch Event;
- HI. The approximate number of ~~participants~~individuals who will participate in the ~~p~~Parade, special event ~~or p~~Public aAssembly, or Block Watch Event, the maximum number who will be allowed to participate, and the estimated number of spectators;
- IJ. The number of animals, floats, automobiles, or other vehicles in the ~~p~~Parade, special event ~~or p~~Public aAssembly, or Block Watch Event;
- JK. The place the ~~p~~Parade, special event ~~or p~~Public aAssembly, or Block Watch Event will end and disband;
- KL. The prior ~~p~~Parade, special event ~~or p~~Public aAssembly, or Block Watch Event history of the applicant and sponsor, including the number of permits previously applied for;
- LM. A detailed plan for controlling disorderly or violent conduct, for maintaining traffic flow to commercial and other establishments, for sanitary and medical facilities, and for cleanup;

~~M. Whether the organizers and participants are indigent or any other reason why any applicable fees or deposit requirement should be reduced or eliminated; and~~

~~N. Any other information required by the city clerk or chief of police~~ which is deemed necessary to act upon the application~~to perform the duties described herein.~~

SECTION 32. *That section 10.60.120 of the Coeur d'Alene Municipal Code is amended as follows:*

10.60.120: TIME, PLACE, AND MANNER RESTRICTIONS:

The following prohibitions and regulations shall apply to activities requiring a permit:

- A. It shall be unlawful for any person in charge of, or responsible for the conduct of, a duly permitted activity ~~requiring a permit~~ to knowingly fail to comply with any condition of the permit.
- B. No permit shall be issued for an activity to commence before seven o'clock (7:00) A.M. ~~shall or to~~ terminate ~~prior to~~after ten o'clock (10:00) P.M.
- C. All ~~p~~Parade, Public Assembly, or Block Watch Event participants shall assemble ~~for the parade~~ at the time and location designated in the ~~parade~~ permit and shall disperse from public property immediately after the conclusion of the ~~parade~~event.
- ~~D. The maximum time necessary for completion of the complete activity requiring a permit may not exceed five (5) hours. City street setup and dispersement, including barricades, shall not be included in the five (5) hour activity time limit.~~
- ~~E. Parade, special event or assembly organizers shall assure to the satisfaction of the chief of police that participants are not in possession of firearms or other weapons unless specifically approved by the chief of police, do not intend to engage in violence or other unlawful conduct, and do not intend to incite others to do so.~~
- ~~F~~D. The permit may ~~limit or condition~~ place restrictions on the number of participants, the length of the event, the time and location of the event, or the manner of the event where necessary to ~~prevent violence; to~~ avoid serious inconvenience to those needing access to commercial or public services; ~~to~~ avoid interference with movement of police or fire vehicles or ambulances, and where such limitations or conditions provide ample opportunity for exercise of protected rights.

SECTION 33. *That section 10.60.130 of the Coeur d'Alene Municipal Code is amended as follows:*

10.60.130: BLOCK WATCH EVENTS:

- A. Local streets not exceeding one city block or one intersection may be temporarily closed for ~~b~~Block ~~w~~Watch ~~e~~Events provided that the following requirements are met:
1. At least two-thirds ($\frac{2}{3}$) of the area abutting the street or intersection to be closed is residentially zoned and the purpose of the ~~b~~Block ~~w~~Watch ~~e~~Event is consistent with residential zoning regulations;
 2. A valid permit has been obtained from the city clerk;
 3. The applicant agrees to indemnify and hold harmless the city, ~~and its of Coeur d'Alene~~ officers and employees from any and all claims, damages, or suits that may arise or in any way be occasioned by the granting of a permit or the maintenance of the ~~b~~Block ~~w~~Watch ~~e~~Event; and
 4. The applicant agrees to clean all debris and litter from the street and sidewalks within four (4) hours after the event.
- B. All abutting or adjacent property owners, as well as the property owners on the corner lots immediately across the intersection on the opposite side of the street closure, ~~should be contacted~~ must be notified of the Block Watch Event and of the right file a written objection to the event with the city clerk ~~and have the opportunity to voice concerns to the applicant and the city.~~
- C. The applicant for any ~~special event~~ Block Watch Event must have an approved traffic control plan and shall be solely responsible for obtaining, placing, and removing any required barricades or traffic control devices.

SECTION 34. *That section 10.60.140 of the Coeur d'Alene Municipal Code is amended as follows:*

10.60.140: VIOLATION; PENALTIES:

A. For a first violation of this Chapter, Any the applicant and/or sponsor of the Parade, Public Assembly, or Block Watch Event shall be subject to civil citation and a civil penalty in an amount to be established by resolution of the City Council.

B. For subsequent violations of this Chapter, the applicant and/or sponsor of the Parade, Public Assembly, or Block Watch Event ~~person or organization who violates or fails to comply with any of the provisions of this chapter or who, having obtained a permit hereunder, wilfully fails to continue to comply with the conditions set forth in this chapter is~~ shall be subject to misdemeanor citation ~~guilty of a misdemeanor,~~ and, upon conviction, ~~thereof~~ shall be punished as set forth by section 1.28.010 of this ~~e~~Code.

SECTION 35. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 36. 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 37. 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 June 5, 2018.

APPROVED, ADOPTED and SIGNED this 5th day of June, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. 3606
Amending Certain Sections of the Coeur d'Alene Municipal Code, Adding New Sections, and
Amending the Titles of Chapters 4.30 and 10.60 of the Coeur d'Alene Municipal Code

AN ORDINANCE AMENDING SECTIONS 4.25.100, 4.30.020, 5.17.010, 5.17.020, 5.17.040, 5.44.010, 5.44.020, 5.44.030, 5.44.040, 5.44.050, 5.44.060, 5.44.070, 5.44.080, 5.44.100, 5.44.110, 10.60.010, 10.60.020, 10.60.030, 10.60.040, 10.60.050, 10.60.060, 10.60.070, 10.60.090, 10.60.100, 10.60.120, 10.60.130, AND 10.60.140, COEUR D'ALENE MUNICIPAL CODE; ADDING NEW SECTIONS 4.25.105, 4.30.025, 4.30.027, 5.17.070, AND 5.44.025 TO THE COEUR D'ALENE MUNICIPAL CODE; AMENDING THE TITLE OF CHAPTER 4.30, COEUR D'ALENE MUNICIPAL CODE; AMENDING THE TITLE OF CHAPTER 10.60, COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF OTHER 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.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am the Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. 3606, Amending Sections 4.25.100 and 4.30.020, and Certain Sections of Chapters 5.17, 5.44, and 10.60, of the Coeur d'Alene Municipal Code, Adding new sections 4.25.105, 4.30.025, 4.30.027, 5.17.070, and 5.44.025 of the Coeur d'Alene Municipal Code, and Amending the Titles of Chapters 4.30 and 10.60 of the Coeur d'Alene Municipal Code, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 5th day of June, 2018.

Randall R. Adams, Chief Civil Deputy City Attorney

STAFF REPORT

DATE: May 21, 2018

FROM: KELLEY SETTERS, DEPUTY CITY CLERK AND RENATA MCLEOD,
MUNICIPAL SERVICES DIRECTOR/CITY CLERK

RE: APPROVAL OF AMENDMENTS MUNICIPAL CODE SECTIONS
5.08.020, 5.08.050, 5.08.060, 5.08.070, 5.08.100, 5.08.160(A)(6) AND (7),
5.12.040, 5.12.050, 5.12.055, 5.16.020, AND 5.16.050

DECISION POINT: Should Council approve amendments to Municipal Code Sections 5.08.020, 5.08.050, 5.08.060, 5.08.070, 5.08.100, 5.08.160(A)(6) AND (7), 5.12.040, 5.12.050, 5.12.055, 5.16.020, AND 5.16.050?

HISTORY: Over the years, the Municipal Services staff has experienced several delays in the issuance of beer/wine/liquor licenses due to the restrictive language in the Code. The Code requires that all changes to a license must first be approved by the City Council; the simple change of ownership can cause a business to delay its opening and/or prevent the serving of alcoholic beverages until the next scheduled Council meeting date. There is nothing in the Code currently that allows staff to approve simple ownership changes or to issue a temporary permit when the business already has been issued a County and State permit. Additionally, the language regarding City Council denial of permits is only noted under beer licenses. Under this proposed amendment, if the Municipal Code requirements have been met, then staff could issue the permit. Staff would continue to provide the Council a heads up that a license has been transferred and/or a new business is opening.

FINANCIAL ANALYSIS: There will be some costs associated with codification of the amendments.

PERFORMANCE ANALYSIS: With these proposed amendments, the Municipal Services Department would continue to keep the Council in the loop on changes via a heads up. However, allowing the transfers and approvals to happen at the City Clerk level (if the applicant meets all the Municipal Code requirements) would certainly expedite issuance of licenses to businesses that have already received approval from the State and the County, or when companies just want to transfer ownership.

DECISION POINT/RECOMMENDATION: Council should approve amendments to Municipal Code Sections 5.08.020, 5.08.050, 5.08.060, 5.08.070, 5.08.100, 5.08.160(A)(6) AND (7), 5.12.040, 5.12.050, 5.12.055, 5.16.020, and 5.16.050.

ORDINANCE NO. 3607
COUNCIL BILL NO. 18-1011

AN ORDINANCE AMENDING SECTIONS 5.08.020, 5.08.050, 5.08.060, 5.08.070, 5.08.100, 5.08.160(A)(6) AND (7), 5.12.040, 5.12.050, 5.12.055, 5.16.020, 5.16.050, AND 5.15.060, COEUR D'ALENE MUNICIPAL CODE, TO AUTHORIZE THE CITY CLERK TO ISSUE BEER, WINE, AND LIQUOR LICENSES; 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 5.08.020 of the Coeur d'Alene Municipal Code be amended as follows:*

- A. All licenses shall be granted by the ~~mayor and council~~ city clerk for a period of one year beginning March 1 and ending the last day of February. A full year's license fee shall be collected for each license issued in March; provided, however, that if the license is issued after March, the license fee shall be prorated as of the actual month of issuance. The city ~~council clerk~~ shall grant or deny the application within ~~forty five~~ ten (~~45~~ 10) days of the time it is filed with the city ~~clerk~~. Whenever the ~~mayor and city council~~ clerk ~~denies~~ denies an application, ~~they~~ he or she shall specify in writing:
1. The statutes, ordinances, and standards used in evaluating the application;
 2. The reason for denial; and
 3. The ~~actions, if any, that the applicant could take to obtain a license, transfer, or renewal thereof~~ right to appeal to the city council, including the procedures therefor.
- B. ~~When considering applications for such licenses, the mayor and city council shall cause a transcribable verbatim record of the proceedings to be kept for a period of not less than six (6) months after final decision on the matter, during which period of time any person upon written request may have the record transcribed at his expense.~~ If the city clerk denies a license under this chapter, the applicant may appeal the denial to the city council. Any such appeal must be filed in writing with the city clerk within ten (10) days after notification of the denial was sent to the applicant. The appeal must state the basis therefor. The city council shall hear the appeal de novo and shall consider any relevant

testimony or exhibits presented. The city council shall issue its decision within five (5) days of the hearing.

SECTION 2. *That section 5.08.050 of the Coeur d'Alene Municipal Code be amended as follows:*

The license provided for herein may be transferred ~~with the consent of the mayor and council~~ upon application to and approval by the city clerk, and upon payment of a transfer fee of twenty five dollars (\$25.00) where the license is to sell draught beer, or bottled or canned beer; twelve dollars fifty cents (\$12.50) where the license is to sell bottled or canned beer, all or a part of which is to be consumed on the premises; and six dollars twenty five cents (\$6.25) where the license is to sell bottled or canned beer, none of which is to be consumed upon the premises. Approval of an application for transfer shall not be denied if the transferee qualifies under applicable state and city laws and regulations. The denial of an application for transfer may be appealed to the city council within ten (10) days after the notice of denial has been provided to the applicant.

SECTION 3. *That section 5.08.060 of the Coeur d'Alene Municipal Code be amended as follows:*

- A. Upon filing the application for a license as provided in this chapter and upon producing evidence of the issuance of a license to the applicant by the director of the department of law enforcement, if the law requires a license to be issued by such director, and upon ~~approval by the mayor and council of such application, and~~ the payment of the license fee, the city clerk shall issue to the applicant a license to sell beer at retail within the municipality for such twelve (12) month period of time beginning March 1 or the remainder thereof.
- B. Failure to comply with the terms of this chapter may result in the revocation of licensee's license. In the event that the city clerk determines that a license should be revoked, a notice of revocation shall be provided to the licensee setting forth the grounds for revocation. The revocation shall become effective ten (10) days after the notice is provided unless the licensee appeals the revocation to the city council. The licensee must request an appeal in writing addressed to the city clerk. The appeal must be received within ten (10) days of notice and set forth the basis of the appeal. Upon receipt of an appeal the city council will set a time and place for hearing the appeal. A revocation or suspension of the state license by the director of the department of law enforcement shall be deemed prima facie evidence for revocation or suspension of the license issued in this chapter. A licensee whose license is revoked may not apply for another license for two (2) years following the revocation.
- C. Upon filing the application for renewal of a license as provided in this chapter and upon producing evidence of the issuance of a renewal of a license to the applicant by the director of the department of law enforcement, ~~pursuant to Idaho Code section 23-1016(4) authority to process, grant or deny said license is hereby delegated to~~ the city clerk shall grant or deny the renewal.

1. In the event the clerk denies a license, notice of the denial shall be provided the applicant within ten (10) days. The notice shall set forth the grounds for the denial. ~~thereafter the applicant shall have ten (10) days to appeal the denial to the city council.~~ If the city clerk denies or revokes a license under this chapter, the applicant may appeal the denial or revocation to the city council. Any such appeal must be filed in writing with the city clerk within ten (10) days after notification of the denial or revocation was sent to the applicant. The appeal must state the basis therefor. The city council shall hear the appeal de novo and shall consider any relevant testimony or exhibits presented. The city council shall issue its decision within five (5) days of the hearing.
2. The council, upon receipt of the notice of appeal, shall set a time and place for hearing the appeal.

SECTION 4: *That section 5.08.070 of the Coeur d'Alene Municipal Code be amended as follows:*

The ~~mayor and council~~ city clerk may grant to any person, ~~theretofore~~ having previously procured ~~ing~~ a license to sell beer as herein provided, a license provided for the class next above the license of the licensee upon his paying to the ~~treasurer~~ city the difference between the license for which he has already paid and the license which he seeks.

SECTION 5. *That section 5.08.100 of the Coeur d'Alene Municipal Code be amended as follows:*

All applications for a license must be in writing, filed with the city clerk and accompanied by the affidavit of the applicant showing such applicant to be qualified, by this chapter and the laws of the state of Idaho, to receive a license. The application must state the place of business with respect to which the license is issued. ~~and must be accompanied by a receipt from the treasurer for the amount of the license fee; provided, moreover, that b~~ Before a license shall be issued, the licensee must have procured the license from the proper officials of Kootenai County, Idaho; provided, if no county license has been procured, the applicant may provide proof that an application for a county license has been filed and the city clerk may then grant a temporary city license, which shall be valid for no more than ten (10) days.

SECTION 6: *That section 5.08.160(A)(6) and (7) of the Coeur d'Alene Municipal Code be amended as follows:*

6. On a public sidewalk and/or other public right-of-way when such sidewalk or right-of-way is contiguous to a permitted outdoor eating facility, but only after issuance of and pursuant to the terms of a permit ~~authorized by the City Council~~ issued by the city clerk. Criteria that must be met for a permit to issue shall be set forth by resolution of the City Council;

7. On a public right-of-way when used on pedal bike(s) and/or nonmotorized recreational vehicles in which the passenger areas are separate from the driver areas, but only after issuance of and pursuant to the terms of a permit ~~authorized by the City Council~~issued by the city clerk. Criteria that must be met for a permit to issue shall be set forth by resolution of the City Council;

SECTION 7. *That section 5.12.040 of the Coeur d'Alene Municipal Code be amended as follows:*

- A. The ~~mayor and city council~~city clerk may grant to any person a license for the retail sale of wine within the city, which license ~~shall be issued by the city clerk and which license the licensee shall keep~~be posted in a conspicuous place in the place of business for which the license is granted.
- B. In the event the application is for renewal of a wine license, the city clerk may grant the same by following the procedures set forth in subsection 5.08.060C of this title.
- C. If the city clerk denies or revokes a license under this chapter, the applicant may appeal the denial or revocation to the city council. Any such appeal must be filed in writing with the city clerk within ten (10) days after notification of the denial or revocation was sent to the applicant. The appeal must state the basis therefor. The city council shall hear the appeal de novo and shall consider any relevant testimony or exhibits presented. The city council shall issue its decision within five (5) days of the hearing.

SECTION 8. *That section 5.12.050 of the Coeur d'Alene Municipal Code be amended as follows:*

All applications for a license must be in writing filed with the city clerk, accompanied by an affidavit of the applicant showing the applicant to be qualified by the ordinances of the city and the county of Kootenai and the laws of the state of Idaho to receive a license. The application must state the place of business with respect to which the license is to be issued, ~~and must be accompanied by a receipt from the treasurer for the amount of the license fee;~~ provided, ~~moreover,~~ that before a license shall be issued, the licensee must have procured a license from the proper officials of Kootenai County, Idaho, and possess a retail beer license issued by the city; provided further that if a license has not been issued by the County, or the applicant does not possess a retail beer license issued by the city, the applicant may provide proof that an application for a county license has been filed and the city clerk may then grant a temporary city license, which shall be valid for no more than ten (10) days.

SECTION 9. *That section 5.12.055 of the Coeur d'Alene Municipal Code be amended as follows:*

The license provided for herein may be transferred ~~with the consent of the mayor and council~~upon application to and approval by the city clerk, and upon payment of a transfer fee of twenty five dollars (\$25.00).

SECTION 10. *That section 5.16.020 of the Coeur d'Alene Municipal Code be amended as follows:*

Application for a license shall be in writing, signed and sworn to by the applicant upon application forms furnished by the city clerk. Such application shall be filed by the city clerk and ~~presented to the mayor and council at the next meeting of the council for their approval, rejection or further consideration~~the city clerk shall issue the license upon finding that the application is complete and the applicant possesses all of the qualifications necessary to obtain a license from the director of the department of law enforcement of the stat as prescribed by the laws of the state.

SECTION 11. *That section 5.16.050 of the Coeur d'Alene Municipal Code be amended as follows:*

- A. Upon filing the application for a license as provided in this chapter and upon producing evidence of the issuance of a license to the applicant by the director of the department of law enforcement, if the law requires a license to be issued by such director, ~~and upon approval by the mayor and council of such application,~~ and the payment of the license fee, the city clerk shall issue to the applicant a license to sell liquor by the drink at retail within the municipality for such calendar year or the remainder thereof. If a license has not been issued by the department of law enforcement, the applicant may provide proof that an application for a license from the department of law enforcement has been filed and the city clerk may then grant a temporary city license, which shall be valid for no more than ten (10) days.
- B. In the event the application is for renewal of a liquor license, the city clerk may grant the same by following the procedures of subsection 5.08.060C of this title.
- C. Failure to comply with the terms of this chapter may result in the revocation of licensee's license. ~~A licensee's license~~The city clerk may ~~be~~ revoke ~~a license~~ by following the procedures set forth in section 5.08.060 of this title. A revocation or suspension of the state license by the director of the department of law enforcement shall be deemed prima facie evidence for revocation or suspension of the license issued in this chapter.
- D. If the city clerk denies or revokes a license under this chapter, the applicant may appeal the denial or revocation to the city council. Any such appeal must be filed in writing with the city clerk within ten (10) days after notification of the denial or revocation was sent to the applicant. The appeal must state the basis therefor. The city council shall hear the appeal de novo and shall consider any relevant testimony or exhibits presented. The city council shall issue its decision within five (5) days of the hearing.

SECTION 12. *That section 5.16.060 of the Coeur d'Alene Municipal Code be amended as follows:*

No person shall be granted more than one license for any one year for the sale at retail of liquor by the drink, but such license may be transferred ~~with the consent of the mayor and city council~~

upon application to and approval by the city clerk, and upon payment of a transfer fee of twenty five dollars (\$25.00).

SECTION 13. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 14. 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 15. 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 June 5, 2018.

APPROVED, ADOPTED and SIGNED this 5th day of June, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. 3607
Amending Certain Sections of Chapter 8.12 of the Municipal Code

AN ORDINANCE AMENDING SECTIONS 5.08.020, 5.08.050, 5.08.060, 5.08.070, 5.08.100, 5.08.160(A)(6) AND (7), 5.12.040, 5.12.050, 5.12.055, 5.16.020, 5.16.050, and 5.15.060, COEUR D'ALENE MUNICIPAL CODE, TO AUTHORIZE THE CITY CLERK TO ISSUE BEER, WINE, AND LIQUOR LICENSES; 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. 3607 IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. 3607, Amending Sections 5.08.020, 5.08.050, 5.08.060, 5.08.070, 5.08.100, 5.08.160(A)(6) and (7), 5.12.040, 5.12.050, 5.12.055, 5.16.020, 5.16.050, and 5.15.060 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 5th day of June, 2018.

Randall R. Adams, Chief Deputy City Attorney

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: June 5, 2018
FROM: Sean E. Holm, Senior Planner
SUBJECT: NKA- Request to Exclude (De-Annex) Property from City Boundary-
Known as a portion of the Shefoot Plat (Tracts "A" & "B") and the
associated portion of Nettleton Gulch Road that was annexed with the
original request (0.23 acres +/-).

DECISION POINT:

City Council must decide whether or not to allow de-annexation to exclude an approximate 0.23 acre tracts (including a small portion of the ROW) associated with 1925 & 2005 E. Nettleton Gulch Road.

HISTORY:

I.C. 50-225 authorizes the City Council to exclude property from city boundaries by ordinance. The subject property was annexed in 2006 and was intended to be a 5-lot subdivision in an R-3 zoning district. A portion of Nettleton Gulch ROW was part of the annexation request at the time. The timing of these requests coincided with the "great recession" and was subsequently split into 2 parcels and 2 tracts after annexation, in 2007. The tracts, which are the subject of this request, were initially provided to gain a 2nd access to the subject parcel and provide a city water line extension (since abandoned). The remaining Shefoot Plat will remain in city limits, has a home existing, and gains access and utilities via the terminus of E. Satre Avenue (west side of plat).

After these land use actions were completed, the property was sold to various parties and the 2 tracts conveyed to the applicants now requesting de-annexation. Mr. Smith is seeking to build a shop on Tract "B" due to topography constraints on his parcel located in the county. Staff is not sure of the intention of the co-applicant, but it makes sense to have the property associated (contiguous) with the home be either all in city limits or all out. Because neither Tract "A" nor "B" has a home on it, the applicants have requested de-annexation for consistency.

FINANCIAL ANALYSIS:

The proposed exclusion will have a limited financial impact on the City. Idaho Code section 50-225 allows a city to exclude territory from its city limits provided that the excluded property is not relieved of its obligation for any outstanding indebtedness such as bonds, improvement districts etc. The applicant has generated a new boundary map and legal description for city limits. However, the city could potentially see a nominal decrease in property tax revenue from the property.

PERFORMANCE/QUALITY OF LIFE ANALYSIS:

Given the size and location of the property, excluding the property should not alter the quality of life for residents or negatively impact the ability of the city to provide services to surrounding properties.

DECISION POINT/RECOMMENDATION:

Staff recommends to City Council that the requested property be excluded from city limits.

ORDINANCE NO. 3608
COUNCIL BILL NO. 18-1012

AN ORDINANCE EXCLUDING FROM AND DECLARING THE SAME TO BE SEPARATE FROM THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED AS TRACTS A AND B OF THE PLAT OF SHEFOOT, TOGETHER WITH A PORTION OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, the Mayor and City Council find it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said property be excluded;

NOW, THEREFORE,

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

SECTION 1. That the above described property, which property is fully described in Exhibit "A" and depicted in Exhibit "B," attached hereto and incorporated herein be and the same is hereby excluded and declared to be separate from and no longer a part of the City of Coeur d'Alene, Kootenai County, Idaho.

SECTION 2. That the Planning Director be and is hereby instructed to make such change and amendment on the official zoning maps of the City of Coeur d'Alene and the official comprehensive plan maps of the City of Coeur d'Alene to reflect said exclusion, and that said real property upon passage and publication of this ordinance shall be excluded and no longer a part of the city limits of the City of Coeur d'Alene, Kootenai County, Idaho.

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

SECTION 4. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

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

legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

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

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 June 5, 2018.

APPROVED, ADOPTED and SIGNED this 5th day of June, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. 3608
Excluding Certain Described Property from the City

AN ORDINANCE EXCLUDING FROM AND DECLARING THE SAME TO BE SEPARATE FROM THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED AS TRACTS A AND B OF THE PLAT OF SHEFOOT, TOGETHER WITH A PORTION OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. 3608 IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. 3608, Excluding Certain Described Property from the City, 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 5th day of June, 2018.

Randall R. Adams, Chief Deputy City Attorney

Client: City of Coeur d'Alene
Project: Nettleton Gulch De-Annexation
Description: De-Annexation Parcel – Rev 5-11-18

Tracts A and B as shown on the Plat of Shefoot (recorded in Book K of Plats at Page 122, Instrument No. 2148228000, records of Kootenai County, Idaho) and the portion of the right of way for Nettleton Gulch Road adjoining the southerly line of said tracts annexed into the City of Coeur d'Alene under Ordinance Number 3273 recorded as Instrument Number 2064654000 (records of Kootenai County, Idaho) situated in the Northeast 1/4 of the Southwest 1/4 of Section 6, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, City of Coeur d'Alene, Idaho, further described as follows.

Commencing at the Northwest Corner of said Tract A, said point being an angle point on the existing City of Coeur d'Alene Boundary and the REAL POINT OF BEGINNING.

thence along said City Boundary the following courses:

South 0°20'52" West a distance of 202.17 feet along the westerly boundary of said Tract A and its southerly extension thereof to a point on the southerly line of said Northeast 1/4;
thence leaving said extension along said southerly line South 89°30'08" East a distance of 50.00 feet to its intersection with the southerly extension of the easterly line of said Tract B;
thence leaving said southerly line along said extension and said easterly line North 0°20'52" East a distance 201.21 feet to the Northeast Corner of said Tract B;
thence leaving said easterly line and said City Boundary along the northerly lines of said Tracts B and A North 88°24'09" West a distance of 50.01 feet to the REAL POINT OF BEGINNING.

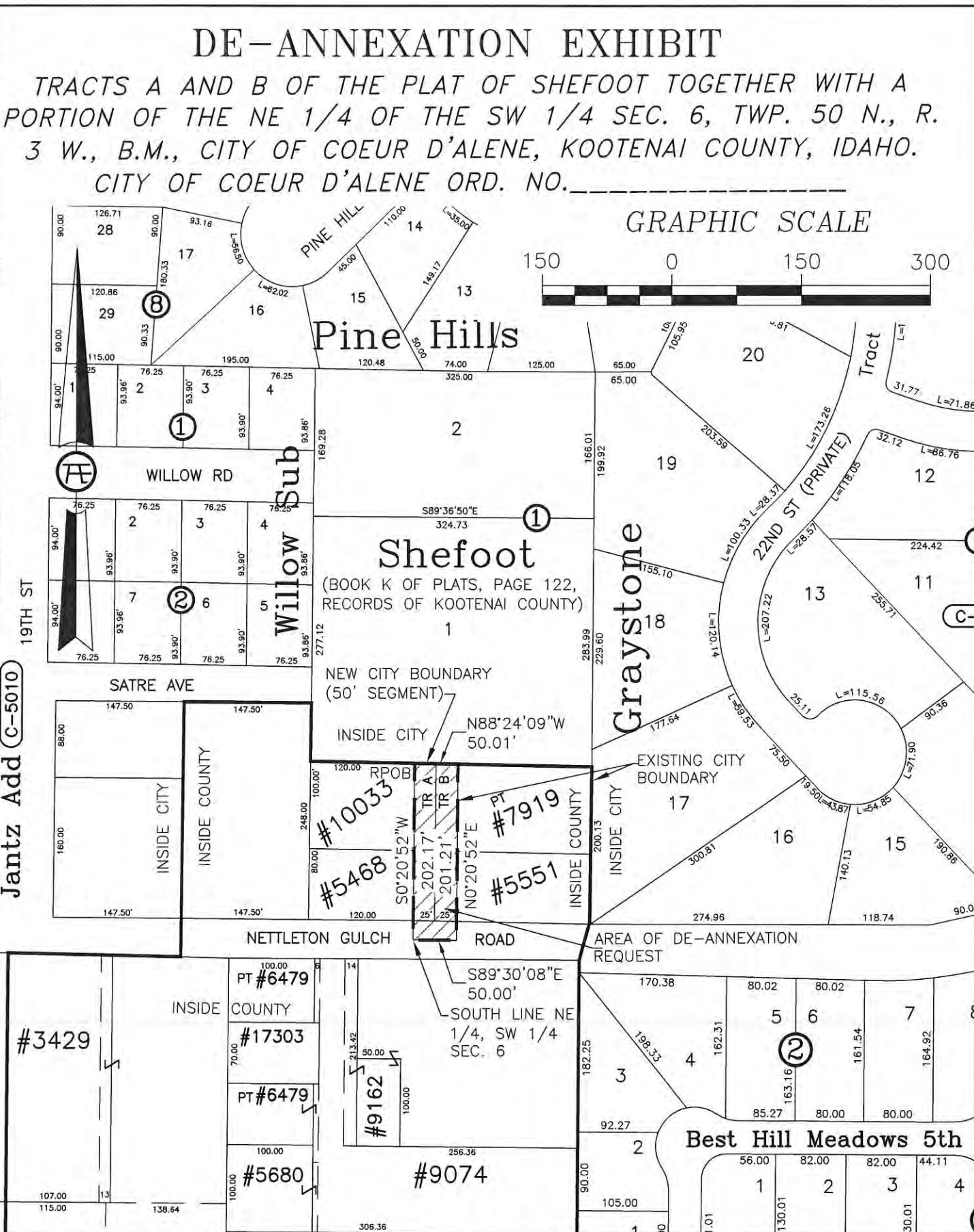
DE-ANNEXATION EXHIBIT

TRACTS A AND B OF THE PLAT OF SHEFOOT TOGETHER WITH A PORTION OF THE NE 1/4 OF THE SW 1/4 SEC. 6, TWP. 50 N., R. 3 W., B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.
CITY OF COEUR D'ALENE ORD. NO. _____

GRAPHIC SCALE



PROJECTS: City of Coeur d'Alene, 18.005B, 2005 E. Nettleton De-Annexation 10/2011 (TATE-A1)



Jantz Add C-5010

DE-ANNEXATION EXHIBIT PORTIONS OF SHEFOT ADDITION		
PROJECT NO.: 18.005B	DRAWN BY: ERN	SCALE: 1" = 150'
SHEET NO.: 1	CHECKED BY: EMW	DATE: 5/10/18
DRAWING: DE-ANNEXATION		



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

**CITY COUNCIL
STAFF REPORT**

DATE: June 5th, 2018
FROM: Monte McCully, City of Coeur d'Alene Trails Coordinator
SUBJECT: Coeur d'Alene Skatepark Bid Acceptance and Contract approval (*action required*)

DECISION POINT: Should the City Council accept the bid and approve the contract with Evergreen Skateparks, LLC, for the Coeur d'Alene Skatepark Project.

HISTORY: The Coeur d'Alene Skatepark was removed last year during the reconstruction of Memorial Park in order to make room for new amenities in the park. The new location for the skatepark was identified 200 feet north, nearer to Northwest Boulevard. The new location allows for a larger and more functional skatepark to be built. This location also puts the skatepark in a more visible location, and the new design will allow a safer and more usable park for all ages and skill levels. The City went out to bid on April 2, 2018, and received one Bid from Evergreen Skateparks, LLC, on April 30.

FINANCIAL ANALYSIS: The original estimate to rebuild the park was \$400,000. The Coeur d'Alene Parks Department partnered with Ignite to earmark \$200,000 towards the rebuild of the skatepark, with the remaining \$200,000 to come from a federal grant. The City was not awarded the grant and ignite agreed to put in another \$150,000, with the Parks Department approved by council to fund \$50,000.

The total amount of money available for the project is \$400,000 and the bid came in under that amount at \$356,500. Ignite has also paid \$12,650 for design of the project. It was decided that the savings should equitably benefit both ignite and the City, and, therefore, the funds for the Skatepark project will come from the following sources:

Ignite CDA:	\$334,575.00
Parks Capital Improvement Fund	<u>\$ 34,575.00</u>
Total:	\$369,150.00

PERFORMANCE ANALYSIS: The combined effort of the Skatepark Association, ignite, and the City has created an excellent opportunity to bring a world class skatepark to Coeur d'Alene. The City of Coeur d'Alene will work with the contractor to manage the project to ensure the park is built to our specifications.

DECISION POINT: Council should accept the bid of Evergreen Skateparks, LLC, and approve the Contract with Evergreen for the Coeur d'Alene Skatepark Project.

RESOLUTION NO. 18-032

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF, AND AUTHORIZING A CONTRACT WITH, EVERGREEN SKATEPARKS, LLC, FOR THE COEUR D'ALENE SKATEBOARD PARK.

WHEREAS, it is recommended that the City of Coeur d'Alene accept the bid of Evergreen Skateparks, LLC, in the amount of \$356,500; and

WHEREAS, it is recommended that the City authorize a contract with, Evergreen Skateparkd, LLC, for the Coeur d'Alene Skateboard Park, in the amount of \$356,500, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City accept the bid of, and authorize a contract with, Evergreen Skateboard Park, LLC, in the amount of \$356,500, for the Coeur d'Alene Skateboard Park, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 5th day of June, 2018.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

CONTRACT

THIS CONTRACT is made and entered into this 5th day of June, 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 **EVERGREEN SKATEPARKS, LLC**, a corporation duly organized and existing under and by virtue of the laws of the state of Oregon, with its principal place of business at 5327 SE 69th Ave., Portland, Oregon, hereinafter referred to as "**CONTRACTOR**."

W I T N E S S E T H:

WHEREAS, the said **CONTRACTOR** has been awarded the contract for the 2018 Coeur d'Alene Skatepark Project, 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.

THEREFORE,

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the **CITY**, 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, is hereby declared and accepted as part of this contract. All material shall be of the high standard required by the said plans and specifications and approved by the City's designated representative, 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 Workers Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code §§ 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 THREE HUNDRED FIFTY-SIX THOUSAND FIVE HUNDRED and no/100 Dollars (\$356,500.00).

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 within 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).

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and the 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.

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 his property used for the project may be outside 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. 1, dated April 13, 2018

No. 2, dated April 13, 2018

No. 3, dates April 17, 2018

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

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

**COEUR D'ALENE CITY COUNCIL
URBAN FORESTRY STAFF REPORT**

DATE: June 5, 2018
FROM: Katie Kosanke, Urban Forester
SUBJECT: Appeal of Denial of Tree Removal Permit – 509 E. Garden

DECISION POINT:

Should the City Council uphold or overturn the denial of a tree removal permit for a honeylocust tree within the Garden Ave right-of-way abutting 509 E. Garden Ave?

HISTORY:

The Urban Forestry Ordinance requires Urban Forestry Committee members inspect tree removal permit requests and make recommendations regarding removal of public trees. The city's tree inspection form prompts inspectors to evaluate tree health, condition, site, and nuisance factors. Ability to mitigate these concerns is considered. Tree benefits are also taken into account such as environmental benefits, wildlife values, and contributions to the streetscape, neighborhood and overall urban forest. Six committee members inspected this tree and all recommended retention.

Mr. Woehlert, owner of 509 E. Garden Ave, requested removal of a honeylocust tree within the Garden Ave right-of-way between the curb and the sidewalk abutting his property. Previously the Urban Forestry Committee approved removal of one honeylocust tree at this location for installation of a driveway and that tree was removed in February 2018. Reasons cited for removal of the remaining tree included sidewalk conflicts, leaf litter/nuisance issues and concern the tree may be near the end of its life expectancy. The committee inspected the tree and considered the request. The committee found the tree to be in good condition and recommended mitigation of the site conflicts.

The tree is lifting the sidewalk causing it to slope to the north; there is also a slight lift that has been patched. The committee recommended working with the streets/engineering department to make deviations to the sidewalk when it is repaired in order to preserve the tree. The urban forester met onsite with engineering staff and there are ways to repair the sidewalk without removing the tree and limiting root loss (including an option to prevent root loss entirely). Commonly tree/sidewalk conflicts are repaired all over town and at this location the sidewalk problem is minor. In regards to the leaf litter and nuisance issues, cleaning up leaves is part of living in close proximity to trees. Many people throughout Coeur d'Alene preform these activities so that all reap the positive benefits of having trees line city streets. This tree has been a part of the Garden Ave scenery for some time. The owner had concerns about leaf litter and perhaps gutters designed for landscapes near trees would work best here. In regard to concerns that the tree is nearing the end of its lifespan, it is in good condition and is not showing any signs of decline or any indication that it is nearing the end of its life expectancy. The committee thought the tree was much younger than 84 years old (age stated by the abutting property owner), however they did not feel that taking a core sample of the tree to determine age was necessary, since the tree is in good condition and because core sampling causes damage.

FINANCIAL ANALYSIS:

Sidewalk work is the responsibility of the abutting property owner. If the decision is reversed, tree removal and the required planting of a replacement tree is the responsibility of the abutting property owner.

PERFORMANCE ANALYSIS:

Committee members are sympathetic to the above issues regarding this tree; however they did not feel that there is sufficient reason to remove an otherwise healthy tree from the public right-of-way. This home is located within the Garden District, known for tree lined streets. This area of town is identified in the Comprehensive Plan as Historical Heart neighborhood; a characteristic listed is increasing the numbers of, and retaining existing street trees.

DECISION POINT/RECOMMENDATION:

Should the City Council uphold or overturn the denial of a tree removal permit for a honeylocust tree within the Garden Ave right-of-way abutting 509 E. Garden Ave?

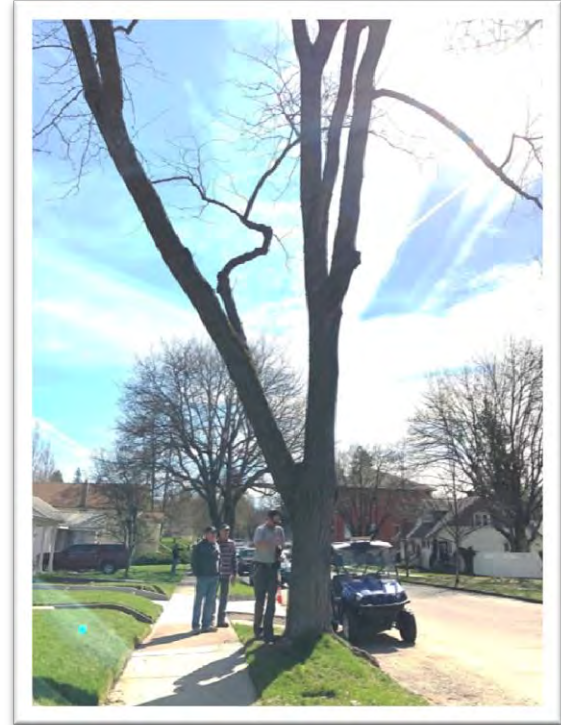
Urban Forestry

Appeal of Denial of Tree Removal Permit

509 E Garden Ave

Tree Removal Request

- Removal/replace request process

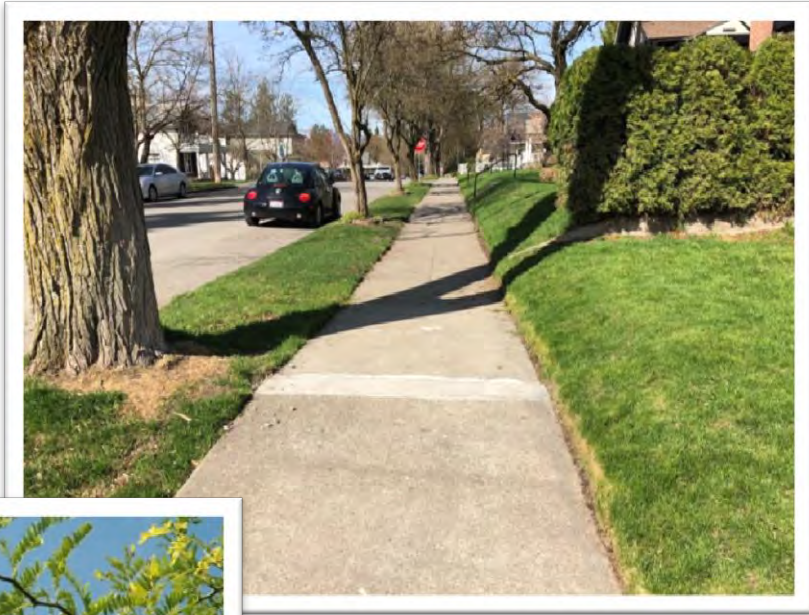


Tree location & site history



Reasons for removal

- Sidewalk conflicts
- Leaf litter
- Tree age



Urban Forestry Committee Review & Recommendation

- Retain healthy tree
 - One already removed
- Sidewalk repairs / deviations



Appeal of Denial of Tree Removal Permit

509 E. Garden Ave

DECISION POINT:

Should the City Council uphold or overturn the denial of a tree removal permit for a honeylocust tree within the Garden Ave right-of-way abutting 509 E. Garden Ave?



**CITY OF COEUR D'ALENE
URBAN FORESTRY COMMITTEE
PUBLIC TREE INSPECTION FORM**



Address: 509 E Baylan Tree Location: Front of house
 Species: Honey Locust 1 DBH: 23.3" 1 Approx. Height: 74' 1
 Reason(s) For Request: Repair sidewalk
 Inspection Date: 4/20/18 Inspector(s): M. S. Linnell - J. Jones from Spokane & Peter Hakkal & Bruce Martineck

TREE STRUCTURE (visual assessment – check those that apply) <i>(Comments/notes as applicable)</i>	Tree#		
	1	2	3
Trunk: (rot, sweep, lean, cankers, forks) <u>Solid w connection</u>	G		
Branches/Wounds: (damage, stubs, rot)	G		
Roots: <u>- minor mower damage to roots</u>	F		
Other:			
Total tree assessment : Good/Fair/Poor	G		

TREE HEALTH (visual assessment – check those that apply) <i>(Comments/notes as applicable)</i>	Tree#		
	1	2	3
Crown and Branches: (% live, green) <u>>90%</u>	G		
Diseases: (List)	G		
Insects: (List)	G		
Roots:	G		
Total tree assessment : Good/Fair/Poor	G		

SITE CONFLICTS (visual assessment – check those that apply) <i>(Comments/notes as applicable)</i>	Tree#		
	1	2	3
Interference with overhead/underground utilities:	N		
Roots (sidewalk, driveway, curb):	Mi		
Obstruction: (signs, vision triangle, clearance)	N		
Competing Trees:	N		
Nuisance Factors: <u>leaves</u>	Mi		
Total tree assessment : None/Minor/Moderate/Severe	Mi		

VALUES PROVIDED (circle any that apply) Environmental (shade, etc.): Visual Screen; Historic; Wildlife; Aesthetic: (texture, form, line, color); Desirable Species; Other (describe)

Comments, Suggestions, Mitigation Options:

Tree #	Comments
1	<u>- Recommendation is to Retain - This tree is showing no decline, great form and good health</u> <u>Sidewalk - suggest a sidewalk deviation to address adverse slope.</u>
2	
3	

RECOMMENDATION: (Check appropriate box for each tree) <i>Recommendations are based on inspector's professional judgement</i>	Tree #		
	1	2	3
Remove & Replace			
Retain	<input checked="" type="checkbox"/>		



CITY OF COEUR D'ALENE
URBAN FORESTRY COMMITTEE
PUBLIC TREE INSPECTION FORM



Address: 509 E. Garden Tree Location: between curbs + sidewalk
 Species: Honey Locust / DBH: / / Approx. Height: / /
 Reason(s) For Request:
 Inspection Date: 4/23/18 Inspector(s): Steve Bardsel

TREE STRUCTURE (visual assessment – check those that apply) (Comments/notes as applicable)	Tree#		
	1	2	3
Trunk: (rot, sweep, lean, cankers, forks)	F		
Branches/Wounds: (damage, stubs, rot)	G		
Roots:	G		
Other:	-		
Total tree assessment : Good/Fair/Poor			G

TREE HEALTH (visual assessment – check those that apply) (Comments/notes as applicable)	Tree#		
	1	2	3
Crown and Branches: (% live, green)	G		
Diseases: (List)	G		
Insects: (List)	G		
Roots:	G		
Total tree assessment : Good/Fair/Poor			G

SITE CONFLICTS (visual assessment – check those that apply) (Comments/notes as applicable)	Tree#		
	1	2	3
Interference with overhead/underground utilities:	N		
Roots (sidewalk, driveway, curb):	Mo		
Obstruction: (signs, vision triangle, clearance)	N		
Competing Trees:	N		
Nuisance Factors:	Mi		
Total tree assessment : None/Minor/Moderate/Severe			

VALUES PROVIDED (circle any that apply) Environmental (shade, etc.): Visual Screen; Historic; Wildlife; Aesthetic (texture, form, line, color); Desirable Species; Other (describe)

Comments, Suggestions, Mitigation Options:

Tree #	Comments, Suggestions, Mitigation Options:	Tree #		
1	Moving sidewalk (if possible) to accommodate this tree			
2				
3				
RECOMMENDATION: (Check appropriate box for each tree)		Remove & Replace		
		Retain		

re: denial of request to remove tree in right of way @ 509 E. Garden ave.

Jeff Woehlert
509 E. Garden Ave.

Date letter received: 04/26/2018

Reasons why I believe the decision was made contrary to facts and/or laws:

1. According to the city's urban forestry ordinance (<https://www.cdavid.org/881/departments/parks/urban-forestry/urban-forestry-ordinance>), I am responsible for maintaining right of way trees that abut my property. The tree in question is one of those trees. It also states, "Trees that pose a nuisance to the public must be removed and replaced". As well as "Parts of trees can also be a public nuisance, such as the roots of any tree or shrub which interfere with or cause the surface of the street, curb or sidewalk to be heaved or disturbed." In this particular case, the tree is heaving the sidewalk, as well as damaging the curb at the street.
2. The method that was proposed for me to solve this problem is not reasonable for the following reasons:
 1. I cannot disturb the roots within the drip line (see attached letter from certified arborist)



2. Since I cannot disturb the roots, it would require me to raise the sidewalk on the street side by approx. 4 inches to accommodate for the base gravel needed to prevent the sidewalk from cracking.
3. As a result of raising the sidewalk 4 inches on the street side. In order to maintain a 2 degree slope towards the street, it would require the sidewalk to be approx. 6 inches above my current front lawn:



4. I spoke with the contractor (Rock Hard concrete) about repairing my sidewalk the way that was suggested to me by the city engineer and they said they will not do the work, since they could not guarantee it.
3. The tree is at or past its life expectancy. There are 3 common ways to determine the age of a tree without cutting it down:
 1. Use the formula determined by the International Society of Arboriculture (ISA). Which is as follows: diameter at breast height (dbh) x growth rate factor.
 2. Count the whorls, which is very difficult to do with this tree since they are hard to identify.
 3. Use an increment boring tool (this would cause damage to the tree)

4. I chose to use method one. In doing so, I determined the circumference to be 6' 1" or 73", which makes the diameter 23". I found the growth rate factor for a honey locust to be 3.5, which would make the age approx. 81 years old.



4. I would like to propose removal of the tree in question, so that I can repair the sidewalk to be in compliance with ADA laws, and to avoid any damages or injuries caused by large branches falling on nearby homes as this tree is at or beyond its life expectancy. I would like to replace the tree with a more appropriate tree for the location, to maintain the urban forest. I believe that removing and replacing the tree is the only prudent and responsible option. If I am denied the request to remove and replace the tree, I shall not be held legally responsible if any person or property is harmed by the tree (or its branches or roots) and/or the damages it has done to the sidewalk.

Sincerely,

Jeff Woehlert

A handwritten signature in black ink, appearing to read "Jeff S. Woehlert". The signature is stylized and cursive.



Coeur d'Alene Arbor Care Inc.
DBA: Grace Tree Service
1860 W Hayden Ave
Hayden, ID 83835

March 13, 2018

Mr. Jeff Woehlert
509 E Garden Ave
Coeur d'Alene, ID 83815

Dear Mr. Woehlert,

As per your request I am writing up a summary of findings and recommendation to our meeting and discussion today about the mature (aprox. 24 inch DBH) Honey Locust in front of you home at 509 E Garden in Coeur d'Alene.

This is not a discussion about sidewalk ramping or grinding the raised sidewalk joint to prevent a trip hazard. Either one however would keep the tree intact and make the sidewalk more than passable to pedestrians for what it is worth.

The issue is if removing the old sidewalk and grinding down the root flare and roots under the sidewalk is advisable. Removal of roots outside the dripline of a tree and under three inches could be considered safe for the trees health and stability. Depending on the species and location, you might push that rule of thumb to at or just inside the dripline. The kind of root removal that will be necessary to get a new sidewalk level would be catastrophic to this trees health and stability. This removal of root mass will not only be inside the dripline but be only approximately two foot from the trunk. You could expect major decline of the tree and see significant dead portions of the crown develop. Further, root decay will occur to some extent. Without being able to monitor this decay underground/sidewalk along with the loss of anchoring root mass, this tree could easily become a hazard to the public and private property. No grinding of any roots under the sidewalk to accommodate a new sidewalk at lower grade should ever be performed. It is my strong recommendation that if you do remove the sidewalk with any intention of root disruption, removal or grinding, the tree simply be removed and replaced. This is in best interest to you and the public who use the street and sidewalk.

I hope this helps you clarify a direction that is best for everyone involved in your sidewalk project.

Sincerely,

Shawn Bennett
Owner of Coeur d'Alene Arbor Care Inc.
ISA Certified Arborist PN-1497A

Formulas for Estimating Tree Ages

A well-known tree expert, M. W. Staples of Kent Ohio, has been credited with developing guidelines for estimating the age of large trees.

The formula is as follows:

Tree diameter in inches multiplied by tree species multiplier = tree's approximate age.

Measure the circumference of your tree in inches at 4 ½ feet from the ground. Divide the result by 3.14 (**π**).

Then for the species you have selected, use the approximate multiplier as listed below to determine approximate age.

Species	Multiplier		Species	Multiplier
White ash	5		Black and scarlet oak	4
Beech	6		Red oak	3 ½
Birch	4		White oak	5
Elm	2 ½		Sycamore	3 ½
Hickory	7		Sweet gum	4
Norway maple	4 ½		Yellow poplar	2 ½
Silver maple	2		Walnut	3
White fir	7		Black maple	4
Hedge maple	4		Red maple	3
			Common horse	

Sugar maple	4	chestnut	7
Yellow buckeye	5	River birch	3
European white birch	4	Shagbark hickory	7
American beech	6	European beech	4 ½
Green ash	3 ½	Honey locust	3 ½
Kentucky coffee tree	3 ½	Black walnut	3 ½
Tulip poplar	2 ½	Norway spruce	4
Blue spruce	4 ½	Austrian pine	4
Red pine	4 ½	White pine	4 ½
Scotch pine	3 ½	Black cherry	4
Douglas fir	4 ½	Callery pear	3
Laurel oak	5	Pin oak	3 ½
Shumard oak	3	Little leaf linden	3
American elm	3		

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 Contact: [DSTC President Ray Slaman](#)
 Webmaster: [Abbie Slaman](#)

Index of Species Information

SPECIES: *Gleditsia triacanthos*

- [Introductory](#)
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- [Fire Ecology](#)
- [Fire Effects](#)
- [References](#)



Honeylocust. Creative Commons image by Richard Webb, Bugowood.org.

Introductory

SPECIES: *Gleditsia triacanthos*

AUTHORSHIP AND CITATION:

Sullivan, Janet. 1994. *Gleditsia triacanthos*. In: Fire Effects Information System, [Online]. U.S. Department of Agriculture, Forest Service, Rocky Mountain Research Station, Fire Sciences Laboratory (Producer). Available: <https://www.fs.fed.us/database/feis/plants/tree/gletri/all.html> [2018, May 222018, May 17].

ABBREVIATION:

GLETRI

SYNONYMS:

NO-ENTRY

SCS PLANT CODE:

GLTR

COMMON NAMES:

honeylocust
common honeylocust
honey shucks locust
sweet bean locust

TAXONOMY:

The currently accepted scientific name for honeylocust is *Gleditsia triacanthos* L. (Cesalpiniaceae) [[11](#),[14](#),[16](#),[27](#),[42](#)]. Thornless honeylocust (*G. t.* forma *inermis* Schneid.) is occasionally found wild [[27](#),[42](#)].

Natural hybridization between honeylocust and water-locust (*G. aquatica*) has been reported [27].

LIFE FORM:

Tree

FEDERAL LEGAL STATUS:

No special status

OTHER STATUS:

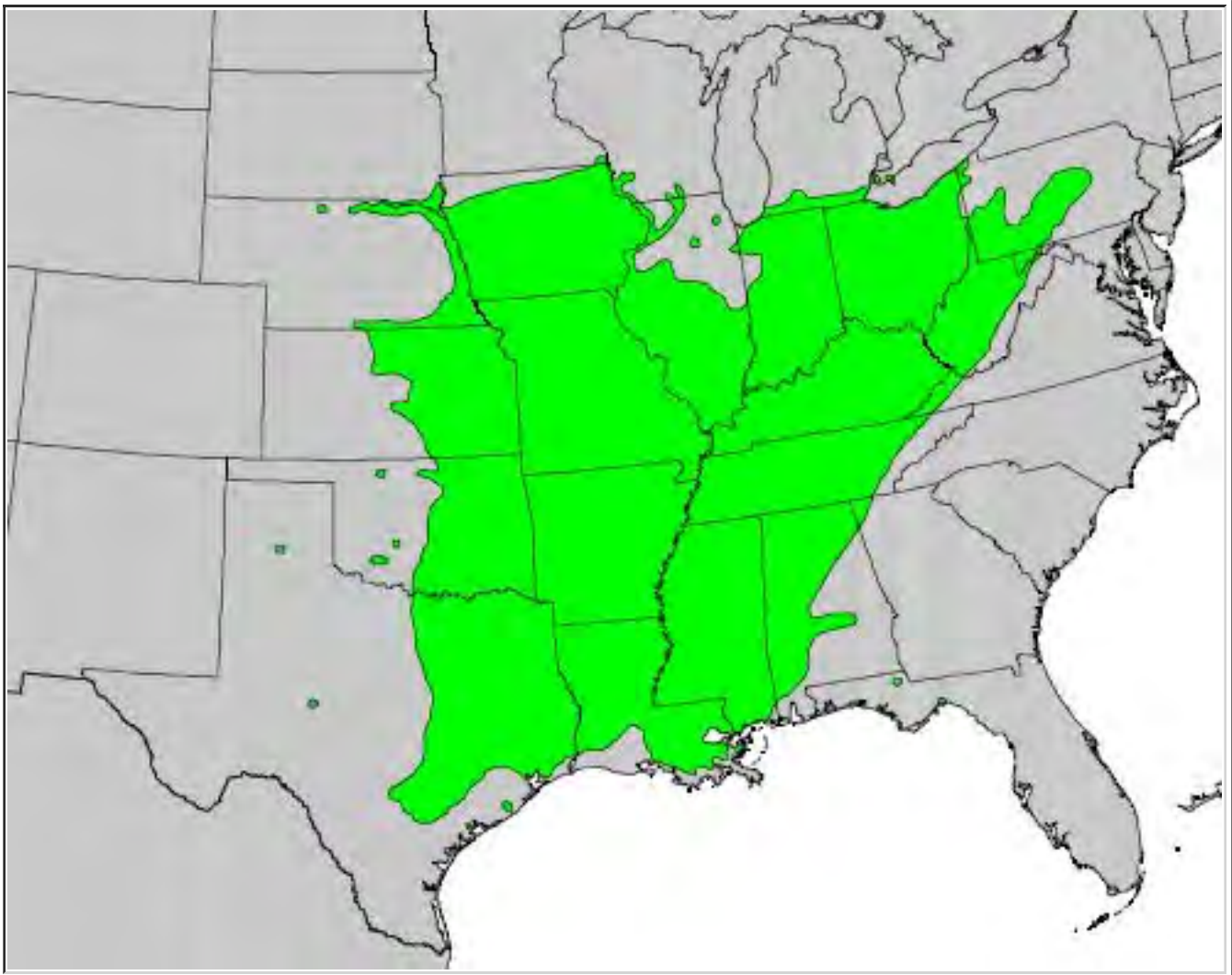
NO-ENTRY

DISTRIBUTION AND OCCURRENCE

SPECIES: *Gleditsia triacanthos*

GENERAL DISTRIBUTION:

The natural range of honeylocust extends from central Pennsylvania through extreme southern Ontario, extreme southern Michigan, southern Wisconsin, and extreme southeastern Minnesota to extreme southeastern South Dakota; south through eastern Nebraska to eastern Texas; east to Alabama; and northeast along the western slopes of the Appalachians. Isolated populations occur in northwestern Florida. Honeylocust is naturalized east of the Appalachians as far north as Nova Scotia [16,27].



Honeylocust distribution. 1971 USDA, Forest Service map provided by Thompson and others [46].

ECOSYSTEMS:

- FRES14 Oak - pine
- FRES15 Oak - hickory
- FRES16 Oak - gum - cypress
- FRES17 Elm - ash - cottonwood
- FRES18 Maple - beech - birch

STATES:

AL AR CT DE FL GA IN IL IA KS
KY LA OK MD MI MN MS MO NE NY
NC OH PA RI SC SD TN TX VA WI
WV NS ON

BLM PHYSIOGRAPHIC REGIONS:

14 Great Plains

KUCHLER PLANT ASSOCIATIONS:

K098 Northern floodplain forest
K100 Oak - hickory forest
K101 Elm - ash forest
K102 Beech - maple forest
K103 Mixed mesophytic forest
K104 Appalachian oak forest
K106 Northern hardwoods
K111 Oak - hickory - pine forest
K112 Southern mixed forest
K113 Southern floodplain forest

SAF COVER TYPES:

27 Sugar maple
42 Bur oak
62 Silver maple - American elm
82 Loblolly pine - hardwood
88 Willow oak - water oak - diamondleaf oak
92 Sweetgum - willow oak
93 Sugarberry - American elm - green ash
94 Sycamore - sweetgum - American elm

SRM (RANGELAND) COVER TYPES:

NO-ENTRY

HABITAT TYPES AND PLANT COMMUNITIES:

Honeylocust is usually only a minor component of natural forest stands. It is considered an accessory species in four SAF cover types: bur oak (*Quercus macrocarpa*), willow oak (*Q. phellos*)-water oak (*Q. nigra*)-diamondleaf (laurel) oak (*Q. laurifolia*), sweetgum (*Liquidambar styraciflua*)-willow oak, and sugarberry (*Celtis laevigata*)-American elm (*Ulmus americana*). Honeylocust is a secondary species in all other SAF cover types listed above [[8](#),[17](#)].

Mesophytic species commonly associated with honeylocust include red maple (*Acer rubrum*), persimmon (*Diospyros virginiana*), black tupelo (*Nyssa sylvatica*), sweet pecan (*Carya illinoensis*), boxelder (*Acer negundo*), Kentucky coffeetree (*Gymnocladus dioica*), and black walnut (*Juglans nigra*) [[8](#)].

MANAGEMENT CONSIDERATIONS

SPECIES: *Gleditsia triacanthos***WOOD PRODUCTS VALUE:**

Honeylocust wood is dense, hard, coarse-grained, strong, stiff, shock-resistant, takes a high polish, and is durable in contact with soil [[11](#),[14](#),[16](#),[22](#),[42](#)]. Honeylocust wood is used locally for posts, pallets, crates, general construction, furniture, interior finish,

turnery, and firewood [8,36]. It is useful, but is too scarce to be of economic importance [8].

IMPORTANCE TO LIVESTOCK AND WILDLIFE:

Honeylocust pods are eaten by cattle, goats, white-tailed deer, Virginia opossum, eastern gray squirrel, fox squirrel, rabbits, quail (including northern bobwhite), crows, and starling [8,11]. White-tailed deer frequently strip and eat the soft bark of young trees in winter [36]; rabbits also consume honeylocust bark in winter [8]. Livestock and white-tailed deer consume young vegetative growth [8,36].

Honeylocust is a source of pollen and nectar for honey [36].

In Virginia, honeylocust and other species were planted for mast production on the margins of plots cleared and revegetated for wildlife [28]. Honeylocust is planted into currently operating pastures and hayfields to provide high-protein mast for livestock (a management system termed browse agroforestry). Cattle do not digest the seeds and thus do not derive full nutritional benefit from consuming whole pods, but ground honeylocust pods do provide a high-protein feed for cattle. Sheep do digest the seeds, and therefore obtain more of the available protein when consuming whole pods. The open canopy of honeylocust allows good growth of pasture grasses [43].

PALATABILITY:

NO-ENTRY

NUTRITIONAL VALUE:

Ground honeylocust seeds and pods contained 16.1 percent crude fiber (as fed) and 9.3 percent protein [30].

COVER VALUE:

NO-ENTRY

VALUE FOR REHABILITATION OF DISTURBED SITES:

Honeylocust pioneers on strip-mine spoil banks in the Midwest. It is often planted for erosion control [8].

OTHER USES AND VALUES:

Thornless honeylocust is widely planted as an ornamental [11], particularly on dry sites [23]. Honeylocust is also widely used in windbreaks and shelterbelts [8,36].

Honeylocust pods are being fermented for ethanol production in studies to explore the feasibility of biomass fuels [4].

Honeylocust was one of a number of species planted to assess biomass yield potential for short-rotation cropping. Honeylocust showed good survival through the fourth annual harvest [21].

Honeylocust pods are edible [5].

OTHER MANAGEMENT CONSIDERATIONS:

Rows of honeylocust planted for windbreaks showed a positive response to release [9].

In some areas honeylocust invades rangelands. Honeylocust is susceptible to triclopyr and to a mixture of picloram and 2,4,-D [29].

Honeylocust is not usually subject to serious insect and disease problems; however, with the increase in plantations of honeylocust, there has been a concomitant increase in insect pests. Honeylocust is host to a number of leaf feeders including spider mites, white marked

tussock moth, and honeylocust plant bug. The only serious disease of honeylocust is a canker which is occasionally fatal [8].

Damage to young honeylocust is caused by rabbits gnawing the bark [8] and by livestock and white-tailed deer browsing [8,36].

BOTANICAL AND ECOLOGICAL CHARACTERISTICS

SPECIES: *Gleditsia triacanthos*



Honeylocust flowerbuds and fruits. Creative Commons images by Paul Wray, Iowa State University, Bugwood.org/.

GENERAL BOTANICAL CHARACTERISTICS:

Honeylocust is a native, deciduous tree. Mature heights usually range from 49 to 98 feet (15-30 m) [11,36], with a maximum height of 140 feet (43 m) [14]. In natural stands honeylocust averages 70 to 80 feet (21-24 m) in height [8]. Honeylocust is armed with heavy branched thorns on the lower branches and trunk [11]. The crown is plumelike and open [14,42]. The bole is usually short and often divided near the ground. The bark of mature trunks is usually 0.25 to 0.75 inches (0.6-3.5 cm) thick with narrow ridges divided by fissures. The bark peels in strips [14]. The thick, fibrous roots are deep and wide-spreading [14,39]. The tree is sturdy and windfirm [14]. The fruit is a legume 8 to 16 inches (15-40 cm) long and 1 to 1.4 inches (2.5-3.5 cm) wide [8,11,22].

Honeylocust is usually described as rapid-growing [8,39]. Average longevity for honeylocust is 125 years [8].

Unlike most leguminous species, honeylocust does not form *Rhizobium* nodules on its roots, and does not fix nitrogen [12].

RAUNKIAER LIFE FORM:

Phanerophyte

REGENERATION PROCESSES:

The minimum seed-bearing age of honeylocust is 10 years. Optimum seed production occurs from about 25 to 75 years of age. Seeds are produced until about age 100. Large crops usually occur every other year but can be produced annually. Some seed is usually produced every year. Honeylocust seed is viable for long periods due to an impermeable seedcoat. Seeds are dispersed by birds and mammals, including cattle. Germination of honeylocust seeds is apparently enhanced by passage through the digestive tract of animals. Germination is artificially

enhanced by scarification (both hot water and acid treatments are effective) [8]. Honeylocust seeds showed the broadest germination response of five species tested (honeylocust, white ash (*Fraxinus americana*), sycamore (*Platanus occidentalis*), red mulberry (*Morus rubra*), and black cherry (*Prunus serotina*). Honeylocust showed a high rate of emergence under all temperatures tested, and under all but the driest conditions. It was also the only species of the five that had a higher proportion of variance in germination rate explained by moisture than by temperature [13].

Honeylocust seedlings grew faster on clay soils than on loess and alluvium. There was no growth difference between sun and shade on clay soils, but on the other two soil types honeylocust seedlings exhibited retarded growth in the shade. Seedling root depths were 5 to 5.25 feet (1.5-1.6 m) on clay and 20 to 24 inches (50.8-61 cm) in moist alluvial soil [7].

Honeylocust can be propagated by grafting, budding, and cuttings (hardwood, softwood, and root cuttings) [8].

SITE CHARACTERISTICS:

Honeylocust is adapted to a variety of soils and climates [14]. It is common in both bottomlands and uplands, in the open or in open woods [16]. Honeylocust occurs on well-drained sites, upland woodlands and borders, old fields, fencerows, river floodplains, hammocks [22], rich, moist bottomlands [8], and rocky hillsides [36]. It is most commonly found on moist, fertile soils near streams and lakes [8]. Best growth occurs in small stream valleys in southern Indiana and Illinois [14]. It has been rated highly tolerant to flooding [24]. It is also drought-resistant and somewhat tolerant of salinity [37,39]. Honeylocust tolerates both alkaline and acid soils, but its best growth occurs on soils with pH between 6.0 and 8.0 [8]. Honeylocust grew better on low nitrogen sites than many other tree species [1].

The natural range of honeylocust is generally below 2,500 feet (760 m) elevation, although the upper limit appears to be 5,000 feet (1,520 m). A 20-year-old plantation of honeylocust had good survival at 6,900 feet (2,100 m) in Colorado, but the trees were small [8,16].

SUCCESSIONAL STATUS:

Honeylocust is intolerant of shade. Reproduction establishes only in open areas, gaps, and at the edges of woods [8]. The ability of honeylocust to invade open prairie is thought to be related to its tolerance of xeric conditions [3]. Both top and root growth are retarded by shade. Lower limbs die back in excessive shade. Honeylocust is a fast-growing member of early seral stands [8]. Hupp [45] classes honeylocust as an upland disturbance species which is sometimes found on the most severely degraded stream channels (streams disturbed by stream channelization projects). The presence of honeylocust and similar species suggests that these streambanks are now so high as to be above most fluvial activity, and that these sites are highly disturbed [45]. Honeylocust is also described as a mid-successional species [41] and is found in gaps or on the edges of old-growth forests [10]. The distribution of honeylocust appears to be related to the serendipitous combination of openings (disturbance) and seed dispersal.

In southeastern Iowa, honeylocust was one of the major dominants in pioneer forests that developed on abandoned fields and pastures [44]. Honeylocust is also a pioneer in the rocky limestone glades of Tennessee and Kentucky that are later populated by eastern redcedar (*Juniperus virginiana*) [8]. In Mississippi, honeylocust was a volunteer on an 11-year-old hardwood stand planted to Nuttall oak (*Quercus nuttallii*). At 20 feet (8.8 m), it was the tallest tree in the stand. It is likely that honeylocust will eventually be overtopped and shaded out by other species as the stand matures [25]. In Tennessee, honeylocust was present on a 12-year-old site (oldfield succession), but not on 3-, 28-, 30-, 40-, and 45-year-old sites [34].

In southeastern Texas, honeylocust was present at very low density on a 47-year-old gravel pit, but was not present in 3- and 5-year-old pits or in adjacent undisturbed forest [31]. In southwestern Ohio, honeylocust was common in 50-year-old forests (on old fields), and present but not common in 90-year-old and old-growth (over 200 years old) forests [41,41]. In Ohio, honeylocust was an occasional member of the canopy of 40- and 60-year-old oak (*Quercus* spp.)-sugar maple (*Acer saccharum*) stands [15].

In central Indiana, honeylocust was present in edge plots but not interior plots in an old-growth forest [10]. In Kansas, honeylocust grew in patches on the edges of Konza Prairie gallery forests, reaching heights of up to 20 feet (6 m); under the canopy it was rarely over 6 to 8 feet (1.8-2.4 m) tall [33]. Large honeylocust trees were present in a mature shingle oak (*Quercus imbricaria*)-bur oak community in Kansas, suggesting that they were relics of an earlier successional stage. There was no honeylocust in the reproduction layer [44].

SEASONAL DEVELOPMENT:

Honeylocust begins to flower when its leaves are nearly full grown, from around May 10 in the southern parts of its range to around June 25 in the northern parts of its range [8,42]. The legumes ripen from September to October, usually falling after ripening but sometimes remaining on the tree through February [8,16,39,42].

FIRE ECOLOGY

SPECIES: *Gleditsia triacanthos*

FIRE ECOLOGY OR ADAPTATIONS:

Honeylocust appears to be excluded from prairies by frequent fire, and expands where fire is excluded. On bluestem (*Andropogon* spp. and/or *Schizachyrium* spp.) prairie in Kansas, honeylocust was one of a number of woody species invading undisturbed prairie that had not burned since 1947 [18].

On the Konza Prairie, sites adjacent to gallery forests that had remained unburned for 10 or more years were converting to woodlands dominated by junipers (*Juniperus* spp.), elms (*Ulmus* spp.), honeylocust, and hackberries (*Celtis* spp.). In areas farther from gallery forests, fire exclusion leads to increased density of species, including honeylocust, that otherwise persist only at low densities along stream margins of frequently burned prairies [3].

Honeylocust also occurs in bottomland forests that experience fire infrequently. Fire may create openings for honeylocust reproduction in these forests.

FIRE REGIMES:

Find fire regime information for the plant communities in which this species may occur by entering the species name in the [FEIS home page](#) under "Find Fire Regimes".

POSTFIRE REGENERATION STRATEGY:

Tree with adventitious-bud root crown/soboliferous species root sucker

FIRE EFFECTS

SPECIES: *Gleditsia triacanthos*

IMMEDIATE FIRE EFFECT ON PLANT:

Honeylocust is easily injured by fire due to its thin bark [8,39].

In south-central Iowa, grassland dominated by Kentucky bluegrass (*Poa pratense*) that was undergoing invasion by coralberry (*Symphoricarpos orbiculatus*), honeylocust, and elms was prescribed burned with a series of fires to observe the effect of fire season on brush control. Prescribed fires were conducted in February, April, June, and September in order to include all stages of plant phenology. Some large honeylocust trees suffered bark damage and subsequent insect injury. Many honeylocust trees under 10 feet (3 m) in height were top-killed and sprouted the following year [20].

DISCUSSION AND QUALIFICATION OF FIRE EFFECT:

NO-ENTRY

PLANT RESPONSE TO FIRE:

Honeylocust sprouts after top-kill by fire [39].

In the south-central Iowa study, there was an increase in the number of honeylocust stems in the first season following the April prescribed fire, but the number of honeylocust stems declined to prefire levels by the second postfire year [20].

In Kansas, a bur oak-dominated gallery forest was prescribed burned in 1983. There was no apparent fire-caused mortality to the overstory. The reproduction layer was dominated by elm seedlings, both before and after the fire. Although honeylocust seedling mortality was not reported directly, 100 honeylocust seedlings were present before the fire, and 50 were recorded in each of the 2 years following the fire [2].

FIRE MANAGEMENT CONSIDERATIONS:

No entry

References for species: *Gleditsia triacanthos*

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[FEIS Home Page](#)

DEALING WITH TREE SUCKERS



Sometimes a tree starts looking more like a shrub, with a bushy clump of young stems sprouting from the base or from a spot on the trunk. Those stems are called suckers, because they zap water and nutrients from the main tree. As suckers are unhealthy for trees and they are unsightly, it's important to know how to eliminate them and when possible, how to prevent them in the first place.

Prune Them

Prune tree suckers regularly while they are still young. Use sharp pruners and make a clean cut as close to the base of each sucker as possible.

Loppers—long-handled pruners—are useful for reaching above your head. A pole pruner can stretch even farther, but it can be hard to handle; be careful not to damage the tree's bark with it.

If suckers are so high in a tree you'd need a ladder to reach them, it's best to

have a professional remove them.

Causes

In general there are two reasons a tree might start growing suckers: because it's under stress, or because a graft has failed.

Stress. Suckers are a tree's attempt to grow more branches, often in response to some kind of injury. If the [roots have been damaged](#), suckers may grow from the base of the trunk. If suckers grow higher on the trunk, they're called watersprouts and they are usually at the site of a pruning wound, a crack or some other damage.

This response is the reason it's important to prune suckers before they're so old that their tender skin turns to bark. When you prune a large, woody sucker, you often create a wound that may prompt the tree to grow even more suckers.

Suckers can be a sign of age. Many trees sucker more as they grow old and start to decay.

They also can result from a [disease or pest](#). If something such as a boring insect is interfering with a tree's ability to get water and nutrients up to its branches, it may divert resources to suckers instead.

Some tree species are naturally more prone to suckering than others. But when a large tree has an abundance of suckers, it's a good idea to have it assessed by a tree care professional to make sure there's nothing seriously wrong.

Grafts. Many trees grown in nurseries are actually two trees—the trunk and branches of one kind of tree spliced onto the roots of another, usually a species that is more hardy and tolerant. Trees may be grafted for the sake of hardiness; to preserve the special ornamental characteristics of a cultivated variety; or because it's just easier for nurseries to grow some species that way.

Sometimes, though, the graft near the base of the trunk fails and the rootstock—the part with the roots—starts sending out shoots of its own: suckers.

Grafts often fail on small ornamental trees such as crabapples and redbuds, making them prone to suckering. You can tell the cause is a failed graft if the leaves on the sucker are different from the leaves on the rest of the tree.

If you don't prune out the suckers, the rootstock of a flowering tree can outcompete and overcome the tree that was grafted to it. You may not even notice until your crabapple blooms with different-colored flowers than you're used to.

Tree suckers are not normally a significant problem but they must be dealt with to preserve the long-term health of a tree.

From: KOSANKE, KATIE KKOSANKE@cdaid.org
Subject: RE: Additional information
Date: May 21, 2018 at 9:15:35 AM
To: Jeff Woehlert jefwoe@gmail.com



Trees that are nearing the end of their life expectancy show signs of decline such as dieback from the top, hollow cavities, major dead branches, etc. for many years. This tree is in good condition and there is no indication it is in decline.

During the appeal you can certainly present that information for the City Council to consider.

Thank you,

Katie Kosanke

From: Jeff Woehlert [<mailto:jefwoe@gmail.com>]
Sent: Monday, May 21, 2018 8:57 AM
To: KOSANKE, KATIE
Subject: Re: Additional information

I see.

Well, determining the approximate age of the tree is somewhat critical when it comes to this situation since there's a certain life expectancy for each species of tree. If the tree is at or near its life expectancy, and I spend thousands of dollars to build a sidewalk to accommodate the tree, then the tree dies in 5 to 10 years, and I have to spend thousands more dollars to remove the tree, and build a new sidewalk, i will go broke. So that's why I have been working hard to try to determine its age. All information I have read, leads me to believe its approx. 80 years old. Which is at or near its life expectancy, in spite of its health.

On May 21, 2018, at 8:45:41 AM, KOSANKE, KATIE <KKOSANKE@cdaid.org> wrote:

That was just the feedback based on discussion with the committee. The age wasn't discussed in great detail since the tree is in good condition and is not showing any signs of decline which would indicate that the tree is nearly the end of its life. Generally trees that are very old will decline slowly over many years.

Katie

From: Jeff Woehlert [<mailto:jefwoe@gmail.com>]
Sent: Monday, May 21, 2018 8:43 AM
To: KOSANKE, KATIE
Subject: Re: Additional information

Thanks. I was also asking Renata if you could let me know what makes the tree committee think that the tree is much younger than 84?

On May 21, 2018, at 8:00:18 AM, KOSANKE, KATIE <KKOSANKE@cdaid.org> wrote:

Mr. Woehlert,

The City Clerk asked that I send you the minutes from the April Urban Forestry Committee (inspection information is on the last page). Also attached are the inspection forms done by Urban Forestry Committee members. Note, there was a group assessment with five committee members and a sixth member did the inspection later (additional form). I am waiting to hear back from Shane in the Engineering Department about the specifics about the sidewalk recommendations that he provided onsite. I will forward that information to you as soon as I get it.

Summary of findings also provided to you in the letter I mailed:

The committee members inspected the tree and reviewed the reasons for the removal request including sidewalk conflicts, leaf litter/nuisance issues and citing that the tree may be near the end of its life expectancy. Ultimately, the committee found the tree to be in good condition and recommended mitigation of the site conflicts. The committee did provide comments in regards to the inspection review:

Tree/sidewalk conflicts: The tree is lifting the sidewalk causing it to slope to the north; there is also a lift that has been patched. The committee recommended working with the Streets/Engineering Dept to make deviations to the sidewalk when it is repaired in order to preserve the tree. As discussed onsite with engineering staff and myself, there are ways to repair the sidewalk without removing the tree.

Leaf litter/nuisance issues: Cleaning up leaves is part of living in close proximity to trees. Many people throughout Coeur d'Alene preform these activities so that we can all reap the positive benefits of having trees line city streets. This tree has been a part of the Garden Ave scenery for some time. Perhaps there are gutters designed for landscapes near trees that would work best for this site.

Lifespan of the tree: The tree is in good condition and is not showing any signs of decline or any indication that it is nearing the end of its life expectancy. The committee thought the tree was much younger than 84 years old, however they did not feel that taking a core sample of the tree to determine age was necessary, since the tree is in good condition and because core sampling causes damage.

Committee members are sympathetic to the above issues regarding this tree, however they did not feel that these are sufficient reasons to remove an otherwise healthy tree from the public right-of-way.

Please let me know if you have any questions about this information.

Thank you,

Katie Kosanke
Urban Forester
City of Coeur d'Alene
Parks & Recreation Department
208/769-2266

<UFC Minutes APRIL 2018.pdf><inspection forms 509 E Garden Ave.pdf>

Booth Arboriculture



Jeff + Margaret
Woehlert
509 E. Garden
00A

Invoice

Invoice #: Woehlert Work completed: 10-04-16

Prune 2 Large honeylocust trees
in city right of way.

- Full clean-up

pd. check 5823
CAB

Amount owed: \$800-

Chris Booth
Certified Arborist # PN-5687 A
1421 E. Borah Ave
Coeur d Alene, ID 83814

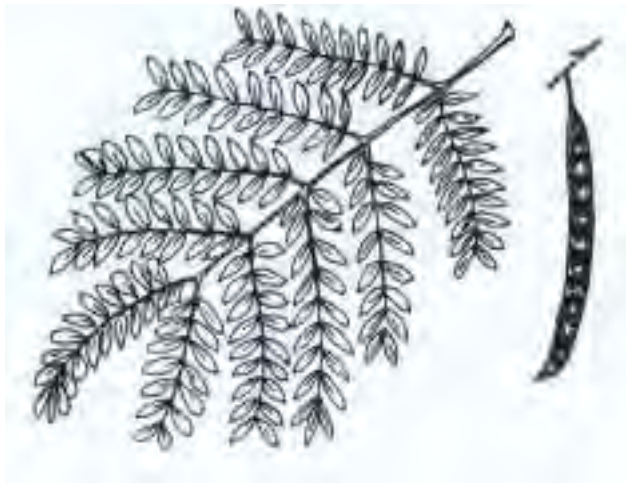
208-819-1082



Honeylocust (*Gleditsia triacanthos*)

Description

Gleditsia is named after the German botanist, J. D. Gleditsch (1714-1786). Triacanthos is from the Greek *treis*, "three", and *akantha*, "spine", in reference to the branched thorns of the tree. Another common name is common honeylocust.

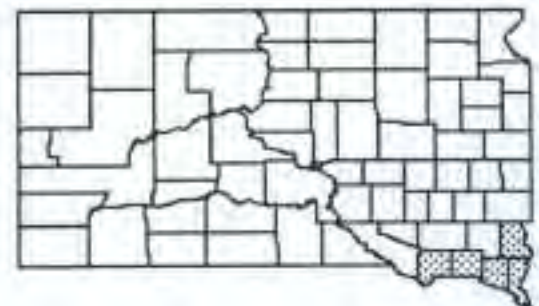


The honeylocust is a member of the pea family, *Caesalpiniaceae*, formerly the legume family, *Leguminosae*. Its leaves are deciduous, alternate, pinnate and bipinnately compound, about 15 inches (38 cm) long. There are 15 to 30 leaflets, 1 to 2 inches (2.54 to 5 cm) long and oval. Flowers are small, greenish, and occur in racemes. Its fruits are reddish-brown, strap-shaped legumes about 12 inches (30 cm) long, and sometimes referred to as a "black banana". The slender, greenish-brown twigs zigzag, with 3-branches and heavy thorns. Honeylocust bark is nearly black, smooth when young, but breaks into long, narrow ridges at maturity.

Distribution

Honeylocust is a midwestern and southern U.S. species, growing from southeastern South Dakota to Pennsylvania and south from Mississippi to Texas. In South Dakota it is native along the Missouri River from Union to Charles Mix County.

Honeylocust can be planted in most East River locations, as well as in the Black Hills.



Native Distribution

Honeylocust is typically a bottomland tree, found along the flood plain of rivers and streams. It does not grow into the water, as do many willows, but generally on low ridges and flats along the river. Despite its natural affinity to water, honeylocust is very drought tolerant.

Honeylocust is intolerant to shade and only becomes established in clearings where it often occurs as a pure stand. It can also be found as a minor species in American elm and green ash forests, but only as a mature tree. It is a very adaptable species, performing well on dry, alkaline soils. This is the reason it has become a popular tree to plant in South Dakota.

Natural History

Honeylocust was considered a pest-free tree until recently. The tree had very few pest problems and so was planted throughout the country as a replacement for American elm. Once honeylocust became a common tree, a number of pests began to attack it. This is a good reason why we should not over-plant any one tree species.

Life Span: Honeylocust can live 150 years. In urban plantings, the average life span is much shorter, about 60 to 70 years.

Size: In urban areas, most honeylocusts reach a height of 40 to 80 feet, (12 to 24 m) depending on the cultivar . The national champion is in Wayne County, Michigan. It is 204 inches (518 cm) in circumference, 115 feet (35 m) tall and has a crown spread of 124 feet (38 m). The state champion is near Springfield. It is 127 inches (323 cm) in circumference, 67 feet (20 m) tall and has a crown spread of 60 feet (18 m).

Significance

Honeylocust is not a common forest tree. The wood is fairly hard and dense and is used locally where it occurs. In South Dakota, honeylocust is used for windbreaks and as shade trees because it is fast growing and very drought tolerant.

The large legume pod, which provides its common name, is eaten by cattle and wildlife. The sweetish substance between the seeds is readily eaten with the seeds passing through the animal. The seed coats of the undigested seeds are softened by this process and a necessary step for germination. Honeylocust thorns are very sharp and most people do not like to clean up the pods in the fall. To eliminate these objections, a number of "podless" cultivars have been developed since the 1940's. These cultivars were selected from a honeylocust variety that is thornless (*G. triacanthos* var. *inermis*).

Publication of the *Honeylocust* fact sheet was funded by the S.D. Department of Agriculture, Division of Forestry, Pierre,



Coeur d'Alene Arbor Care Inc.
DBA: Grace Tree Service
1860 W Hayden Ave
Hayden, ID 83835

March 13, 2018

Mr. Jeff Woehlert
509 E Garden Ave
Coeur d'Alene, ID 83815

Dear Mr. Woehlert,

As per your request I am writing up a summary of findings and recommendation to our meeting and discussion today about the mature (aprox. 24 inch DBH) Honey Locust in front of you home at 509 E Garden in Coeur d'Alene.

This is not a discussion about sidewalk ramping or grinding the raised sidewalk joint to prevent a trip hazard. Either one however would keep the tree intact and make the sidewalk more than passable to pedestrians for what it is worth.

The issue is if removing the old sidewalk and grinding down the root flare and roots under the sidewalk is advisable. Removal of roots outside the dripline of a tree and under three inches could be considered safe for the trees health and stability. Depending on the species and location, you might push that rule of thumb to at or just inside the dripline. The kind of root removal that will be necessary to get a new sidewalk level would be catastrophic to this trees health and stability. This removal of root mass will not only be inside the dripline but be only approximately two foot from the trunk. You could expect major decline of the tree and see significant dead portions of the crown develop. Further, root decay will occur to some extent. Without being able to monitor this decay underground/sidewalk along with the loss of anchoring root mass, this tree could easily become a hazard to the public and private property. No grinding of any roots under the sidewalk to accommodate a new sidewalk at lower grade should ever be performed. It is my strong recommendation that if you do remove the sidewalk with any intention of root disruption, removal or grinding, the tree simply be removed and replaced. This is in best interest to you and the public who use the street and sidewalk.

I hope this helps you clarify a direction that is best for everyone involved in your sidewalk project.

Sincerely,

Shawn Bennett
Owner of Coeur d'Alene Arbor Care Inc.
ISA Certified Arborist PN-1497A





CITY COUNCIL STAFF REPORT

DATE: May 1, 2018

FROM: Mike Gridley – City Attorney

SUBJECT: Franchise Agreement with Mobilitie, LLC

DECISION POINT:

Should the city approve a 10 year franchise agreement with Mobilitie, LLC allowing Mobilitie to use the city's rights of way to construct and operate a telecommunications system in Coeur d'Alene?

HISTORY:

Mobilitie has approached the city to obtain a franchise agreement that would allow it to construct and maintain a telecommunications system in the city's rights of way. The requirements of the proposed franchise agreement with Mobilitie are similar to those in other city franchise agreements with Intermax, Fatbeam, Time-Warner and Avista. The proposed franchise would be for 10 years.

FINANCIAL ANALYSIS:

The financial impact would be similar to other franchise agreements. In exchange for the use of the city's rights of way, Mobilitie will pay to the city five percent (5%) of its annual gross revenues derived from the operation of its telecommunications system to provide telecommunication services in the City. There would be some staff time involved in reviewing the location of their facilities and issuing building permits as the system is constructed. This would probably not be a significant financial impact.

PERFORMANCE ANALYSIS:

The addition of Mobilitie to Coeur d'Alene may increase competition among telecommunication providers which could benefit citizens by lowering the cost of telecommunications services by providing greater access to telecommunication services. The franchise agreement also provides for a franchise fee that will generate revenue to the city.

DECISION POINT/RECOMMENDATION:

City Council should approve the 10 year franchise agreement with Mobilitie, LLC.

ORDINANCE NO. 3609
COUNCIL BILL NO. 18-1013

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, IDAHO, GRANTING A NON-EXCLUSIVE FRANCHISE TO MOBILITIE, LLC, TO CONSTRUCT, OPERATE, AND MAINTAIN A TELECOMMUNICATIONS SYSTEM, WITH ALL NECESSARY FACILITIES, WITHIN THE CITY OF COEUR D'ALENE, IDAHO; SETTING FORTH PROVISIONS, TERMS AND CONDITIONS ACCOMPANYING THE GRANT OF THIS FRANCHISE; PROVIDING FOR CITY REGULATION OF CONSTRUCTION, OPERATION, MAINTENANCE AND USE OF THE TELECOMMUNICATIONS SYSTEM; PRESCRIBING PENALTIES FOR THE VIOLATIONS OF ITS PROVISIONS; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Council find it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said property be excluded;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF COEUR D'ALENE that a Franchise is hereby granted to Mobilitie, LLC as the Grantee, to operate and maintain a Telecommunications System in the City of Coeur d'Alene, Idaho, upon the following express terms and conditions:

SECTION 1 - DEFINITIONS

1.1 (A) Captions. Throughout this Franchise, captions to Sections are intended solely to facilitate reading and to reference the Sections and provisions of this Franchise. The captions shall not affect the meaning and interpretation of this Franchise.

1.1 (B) Definitions. For the purposes of this Franchise the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. Where a term in this Franchise is not defined in this Section and there exists a definition for the term in the Telecommunications Act of 1996, Pub. Law No. 104-104, 110 Stat. 56 (1996) (the "Telecommunications Act"), the Telecommunications Act definition shall apply. Other terms in this Franchise that are not defined in this Section shall be given their common or ordinary meaning.

1.2 "Administrator" shall mean the City official appointed by the Mayor of the City of Coeur d' Alene to run its day to day operations.

1.3 "Carriers" shall have the meaning set forth in Section 2.4.

1.4 "City" shall mean City of Coeur d'Alene, Idaho, and all the incorporated territory within its boundaries as of the Effective Date of this Franchise and any other areas later added thereto by annexation or other means.

1.5 "City Council" shall mean the City Council of the City of Coeur d'Alene, Idaho.

1.6 "Customer" means any person(s) who legally receives any one or more of the services provided by the Grantee utilizing the Telecommunications System.

1.7 "Days" shall mean calendar days.

1.8 "Effective Date" means the date Ordinance No. ____ is approved by the City.

1.9 "Facility(ies)" means all wires, lines, cables, ducts, fiber, poles, towers, antenna, transmitters, conduits, vaults, control boxes, power sources, other wireless transmission devices, equipment and supporting structures, and/or any other tangible component and other necessary items of the Grantee's Telecommunications System, located in the City's Rights-of-Way, utilized by the Grantee in the operation of activities authorized by this Franchise. The abandonment by the Grantee of any Facilities as defined herein shall not act to remove the same from this definition.

1.10 "FCC" shall mean the Federal Communications Commission.

1.11 "Franchise" shall mean the right granted by the City in Ordinance No. ____, and conditioned as set forth herein by which the City authorizes the Grantee to erect, construct, reconstruct, install, reinstall, upgrade, relocate, modify, repair, replace, operate, dismantle, test, use, maintain and/or retain a Telecommunications System in the City. The franchise granted herein shall be a non-exclusive franchise.

1.12 "Franchise Ordinance" means Ordinance No. ____, of the City granting this Franchise.

1.13 "Franchise Service Area" shall mean that area within the incorporated City limits of Coeur D'Alene now or in the future in which the Grantee shall extend its services.

1.14 "Grantee" shall refer to, as incorporated or used herein, Mobilitie, LLC, a Nevada limited liability company, authorized to do business in the state of Idaho.

1.15 "Gross Revenues" shall mean all revenues received by the Grantee from the operation of the Facilities including, but not limited to all rents, payments, fees, and other amounts actually collected from any third party and received by the Grantee and allocable to the period within the term pursuant to any sublease, sublicense, or other agreement for Telecommunications Services as defined in Section 1.26 provided with respect to the Facilities, but exclusive of (1) any payments, reimbursements, or pass-throughs from the third party to the Grantee for utility charges, taxes, and other pass-through expenses, or in connection with maintenance work performed or equipment installed by the Grantee; (2) site acquisition,

construction management, or supervision fees related to the installation of the Facilities; and (3) contributions of capital by any third party to reimburse the Grantee for installation of Facilities.

1.16 “**IPUC**” shall mean the Idaho Public Utilities Commission.

1.17 “**Laws**” has the meaning set forth in Section 7.3.

1.18 “**Network Telephone Service**” means the provision of transmission services capable of providing voice and data networking, video conferencing, distance learning, and security or similar communication or transmission services for hire via a local network, channel or similar communication or transmission system. Network Telephone Service includes intrastate or interstate services and specifically excludes cable television or open video system service, broadcast services or other multi-channel video services.

1.19 “**Performance Bond**” has the meaning set forth in Section 5.6.

1.20 “**Permittee**” means any person who has been granted a permit by the assigned permitting authority.

1.21 “**Permitting Authority**” means the head of the City division or department authorized to process and grant permits required to perform work in the City's Rights-of-Way, or the head of any agency authorized to perform this function on the City's behalf. Unless otherwise indicated, all references to the Permitting Authority shall include the designee of the department, division or agency head.

1.22 “**Person**” means any individual, sole proprietorship, corporation, partnership, association, joint venture or other form of organization of any kind and the lawful trustee, successor, assignee, transferee or personal representative thereof.

1.23 “**Penalties**” means any and all monetary penalties provided for in this Franchise.

1.24 “**Right-of-Way**” or “**Rights-of-Way**” shall mean the surface of and the space above and below any public street, road, highway, freeway, easement, lane, path, alley, court, sidewalk, parkway, driveway or other public ways of any type now or hereafter existing as such within all incorporated areas of the City. No reference in this Franchise to a “Right-of-Way” shall be deemed to be a representation or guarantee by the City that its interests or other rights in such property are sufficient to permit its use for the installation and maintenance of a Telecommunications System, and the Grantee shall be deemed to gain only those rights which the City has the right and power to give and only to the extent necessary to carry out the purposes of this Franchise.

1.25 “**Street**” or “**Streets**” shall mean the surface of and the space above and below the Right-of-Way of any public street, road, highway, freeway, easement, lane, path, alley, court, sidewalk, parkway, driveway or other public ways of any type now or hereafter existing as such within all incorporated areas of the City.

1.26 "Telecommunications Services" shall mean:

- A. Services interconnecting interexchange carriers, competitive carriers, and/or wholesale telecommunications providers for the services described in Section 1.18;
- B. Services connecting interexchange carriers and/or competitive carriers to telephone companies providing local exchange services for the services described in Section 1.18;
- C. Services connecting interexchange carriers or competitive carriers to any entity, other than another interexchange carrier, competitive carriers, or telephone company providing local exchange services for the services described in Section 1.18;
- D. Services interconnecting any entities, other than interexchange carriers, competitive carriers, or telephone companies providing local exchange services for the services described in Section 1.18;
- E. Other telecommunications services as authorized by the FCC or the IPUC;
and
- F. Telecommunications Services include intrastate and interstate services and specifically exclude cable television or open video system services, broadcast services or other multi-channel video services.

1.27 "Telecommunications System" means all wires, lines, cables, ducts, fiber, poles, towers, antenna, transmitters, conduits, vaults, control boxes, power sources other wireless transmission devices, equipment, supporting structures and/or any other tangible component and other necessary Facilities owned or used by the Grantee for the purpose of providing Telecommunications Services and located in, on, under and above the City streets and/or Rights-of-Way, excluding ducts, conduits and vaults leased from another City franchisee, licensee or permittee.

1.28 "Term" has the meaning set forth in Section 2.2 below.

1.29 "IPUC" shall mean the Idaho Public Utilities Commission.

1.30 "Year", "Annual" or "Annually" means the period consisting of a full calendar year, beginning January 1 and ending December 31, unless otherwise provided for in this Franchise.

SECTION 2 - FRANCHISE

2.1 Grant of Franchise. The City hereby grants to the Grantee, a non-exclusive franchise which authorizes the Grantee, subject to the terms of the Franchise Ordinance, to construct a Telecommunications System and offer Telecommunications Services in, along,

among, upon, across, above, over, under or in any matter connected with the Rights-of-Way located in the City and for that purpose to erect, construct, reconstruct, install, reinstall, upgrade, relocate, modify, repair, replace, operate, dismantle, test, use, maintain and/or retain in, on, over, under, upon, across or along any Rights-of-Way or extensions thereof and additions thereto, such wires, lines, cables, ducts, fiber, poles, antenna, transmitters, conductors, conduits, vaults, control boxes, power sources, utility access covers, pedestals, amplifiers, appliances, attachments and other related property or equipment as may be necessary or appurtenant to the Telecommunications System. Said Franchise shall constitute both a right and an obligation to provide the services of a Telecommunications System as required by the provisions of the Franchise Ordinance.

2.2 Franchise Term. The term of this Franchise shall be ten (10) years from the Effective Date unless extended in accordance with the provisions in Sections 2.7 and 2.12 of this Franchise or terminated sooner in accordance with this Franchise (the “Term”). This provision does not affect the City's right to revoke this Franchise for cause, because of a breach of any promise, condition or stipulation stated herein.

2.3 Franchise Non-Exclusive. The Franchise granted herein shall be non-exclusive. The City specifically reserves the right to grant, at any time, such additional franchises for a Telecommunications System as it deems appropriate provided, however, such additional grants shall not operate to materially modify, impede, impact, revoke or terminate any rights previously granted to the Grantee. The grant of any additional franchise shall not of itself be deemed to constitute a modification, revocation or termination of rights previously granted to the Grantee. Any additional franchise granted pursuant to this Franchise shall confer and impose substantially similar rights and obligations. In establishing the rights and obligations pursuant to a franchise, consideration shall be given to the services to be provided, the area to be served, the commitments made by the applicant to the City, the regulatory authority of the City and the investment proposed by such applicant. In no event will the City impose discriminatory rights or obligations on any franchise applicant.

2.4 Authority Granted.

A. Subject to local, state and federal law, this Franchise grants the authority, right and privilege to the Grantee to operate and maintain a Telecommunications System including the wires, lines, cables, ducts, fiber, poles, towers, antenna transmitters, conduits, vaults, control boxes, power sources other wireless transmission devices, equipment, supporting structures, any other tangible and other necessary Facilities owned or used by the Grantee necessary for the provision of Network Telephone Service, as defined in Section 1.18 of this Franchise and other Telecommunications Services as defined herein, in, upon, along, above, over and under the streets and Rights-of-Way in the City. The Parties agree and acknowledge that certain Facilities deployed by the Grantee pursuant to the Franchise may be owned and/or operated by Licensee's third-party wireless carrier customers (“Carriers”) and installed and maintained by the Grantee pursuant to agreements between the Grantee and such Carriers. Such Facilities shall be treated as the Grantee's Facilities for all purposes under this Franchise provided that (i) the Grantee remains responsible and liable for all performance obligations under

the Franchise with respect to such Facilities; (ii) the City's sole point of contact regarding such Facilities shall be the Grantee.

B. The Grantee's right to erect, construct, install, upgrade, relocate, reinstall, dismantle, test, use operate and maintain its Telecommunications System is subject to the terms, conditions and requirements of the Franchise Ordinance, this Franchise and the City charter and the Grantee's right to erect, construct, install or modify its Telecommunications System is specifically subject to the requirement that the Grantee obtain permits as set forth in this Franchise.

C. The Grantee expressly acknowledges and agrees, by acceptance of this Franchise, that its rights under this Franchise are subject to the police power of the City to adopt and enforce general ordinances necessary to the safety, health and welfare of the public and the Grantee agrees to comply with all such applicable general laws and ordinances enacted by the City pursuant to such police power. The City, by the granting of this Franchise, does not render or to any extent lose, waive, impair or lessen the lawful powers and rights now or hereafter vested in the City to regulate the use of its Rights-of-Way and tax, regulate or license the use thereof, and the Grantee, by its acceptance of this Franchise, acknowledges and agrees that all lawful powers and rights, whether regulatory or otherwise, as are or may be from time to time vested in or reserved to the City, shall be in full force and effect and the Grantee shall be subject to the reasonable exercise thereof by the City at any time in case of emergencies involving public safety and/or health and welfare. In all other cases the City shall give the Grantee fifteen (15) days written notice of any reasonable exercise of any police power of the City.

D. The Grantee expressly acknowledges and agrees, by acceptance of this Franchise, that lines, equipment, conduits and other facilities and appurtenances in the City Rights-of-Way which are subsequently acquired by the Grantee and which, if acquired prior to this original franchise grant, would have been subject to this Franchise and the permitting authority related thereto, shall be subject to the provisions of this Franchise and all permits related thereto.

E. In return for promises made and subject to the stipulations and conditions stated herein, the City grants to the Grantee permission to use and access the City's Rights-of-Way to erect, construct, reconstruct, install, reinstall, upgrade, relocate, modify, repair, replace, operate, dismantle, test, use, maintain and/or retain in, on, over, under, upon, across or along any Rights-of-Way or extensions thereof and additions thereto, such poles, towers, antenna, wires, cables, conductors, ducts, conduits, vaults, utility access covers, pedestals, amplifiers, appliances, attachments and other related property or equipment as may be necessary or appurtenant to the Telecommunications System to provide Telecommunications Services to persons within the Franchise Service Area. To the extent of the City's interests, permission is similarly granted to the Grantee to use areas outside the City's Rights-of-Way, which are reserved by regulation, practice or dedication for public telephone utilities, but in such areas, the Grantee's use is also subject to conditions now or hereafter recognized by the City as generally applicable to telecommunications or underground conduit utilities.

2.5 Limits on Permission.

A. As used in Section 2.4, E, "Telecommunications Services" means such services as those defined in Section 1.26 of this Franchise provided by the Grantee to persons within the City. Permission is not granted to use the City Rights-of-Way for any other purpose, including but not limited to providing cable television service as defined in 47 USC § 522 or distribution of multi-channel video programming or any other video programming. The Grantee stipulates that this Franchise extends no such rights or privileges.

B. Permission does not extend to areas outside those listed in Section 2.4, E of this Franchise, or otherwise to any area outside the authority of the City to extend franchised-use permission, such as buildings or private areas not reserved for utilities. The Grantee is solely responsible to make its own arrangements for any access to such places.

C. This Franchise does not extend permission to municipal buildings or other municipally owned or controlled structures. For such locations, the Grantee shall make specific arrangements directly with the municipal department or division controlling such building or other structure.

D. Permission granted by this Franchise is non-exclusive. The Grantee stipulates the City may grant similar permission to others.

E. The Grantee shall not permit installations by others in the Franchise Service Area without assuring they have the necessary skills, certifications, insurance, bonds, and permits. The Grantee is responsible for determining if the requirements of the City have been met. The Grantee remains responsible for all third party installation, maintenance, and repair of the Telecommunications System for compliance with this Franchise.

F. No privilege or exemption is granted or conferred by this Franchise except as may be specifically prescribed.

G. Any privilege claimed under this Franchise in any street or Right-of-Way shall be subordinate to any prior lawful occupancy or any subsequent exercise of City police power. The grant of this Franchise shall not impart to the Grantee any fee title property rights in or on any public or private property to which the Grantee does not otherwise have title.

H. Limited Rights. This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof. This Franchise does not deprive the City of any powers, rights or privileges it now has, or may later acquire in the future, to use, perform work on or to regulate the use of and to control the City's Rights-of-Way covered by this Franchise, including without limitation the right to perform work on its roadways, streets or appurtenant drainage facilities, water and waste water facilities and including constructing, altering, paving, widening, grading, or excavating such streets.

2.6 Franchise Service Area. The Franchise Service Area shall be that area within the present or future city limits of the City of Coeur d'Alene, Idaho.

2.7 Periodic Public Review of Franchise.

A. The City shall, at five (5)-year intervals, conduct a comprehensive, public review of this Franchise. The first review shall begin upon the fifth anniversary of the effective date of this Franchise and occur every five (5) years thereafter. One purpose of such reviews shall be to ensure that this Franchise continues to effectively serve the public in light of new developments in telecommunications law and regulation, telecommunications technology, local regulatory environment and community needs and interests. Another purpose of such reviews shall be to accurately and completely evaluate compliance by the Grantee with this Franchise and to identify any violations by the Grantee of any provision(s) of this Franchise. Both the City and the Grantee agree to make a full and good faith effort to participate in such reviews in a manner that accomplishes the goals stated.

B. During such reviews, the City may require the Grantee to make available records, documents and other information necessary for the effective completion of such reviews and may inquire in particular whether the Grantee is supplying services equivalent to those proposed by the Grantee during the process leading to the granting of this Franchise.

C. The periodic reviews described in this Section may be, but need not be, made coincident with reviews involved in the consideration of the Grantee requests for Franchise renewal, Franchise extension or approval of transfer of ownership of the Telecommunications System. Nothing in this Section shall be construed to prohibit the City and the Grantee from engaging in a continuous review of the performance of the Grantee. The City may also, at any time, conduct a public hearing on any issue related to compliance by the Grantee with this Franchise or any permit related thereto.

D. After completion of each such review described herein, if the City is satisfied the Grantee has substantially complied with this Franchise during the previous five (5) years it may, with the consent of Grantee, extend the Term set forth in Section 2.2 of this Franchise by five (5) additional years. As long as Grantee remains in compliance with the terms and conditions of this Agreement it may extend the Term of the Agreement for additional five (5) year terms by providing written notice to the City of such extension at least thirty (30) days prior to the expiration of the Term then in place. In no event, however, shall the total Term of this Franchise, including any extensions, exceed twenty-five (25) years unless otherwise agreed to in writing by the City and the Grantee.

2.8 Franchise Renewal or New Franchise.

A. The City may establish appropriate requirements for new franchises or franchise renewals consistent with federal, state, and local law.

B. Nothing in this Franchise shall be construed to require renewal of this Franchise.

2.9 Renegotiation. In the event that any provision of this Franchise becomes invalid or unenforceable and the City or the Grantee expressly finds that such provision constituted a consideration material to entering into this Franchise, or in the event of significant change in the law regulating this Franchise or change in municipal authority to act under the terms of this Franchise, or in the event of significant change or advancement in technology governing the Grantee's functions, the City and the Grantee may mutually agree to renegotiate any or all of the terms of this Franchise. The party seeking renegotiation shall serve on the other party written notice of an offer to renegotiate. In the event the other party accepts the offer to renegotiate, the parties shall have one hundred twenty (120) days to conduct and complete the renegotiation. Nothing in this Franchise shall be construed to require acceptance by either the City or the Grantee of an offer to renegotiate.

2.10 Revocation.

A. In addition to any rights set out elsewhere in this Franchise, the City reserves the right to declare a forfeiture or otherwise revoke this Franchise and all rights and privileges pertaining thereto in the event that:

(1) The City determines the Grantee is in material violation of any provision of this Franchise and fails to correct the violation after written notice of the violation and proposed forfeiture and a reasonable opportunity thereafter to correct the violation as noted in Section 6.2 of this Franchise; or

(2) The Grantee is found by a court of competent jurisdiction to have engaged in any actual or attempted fraud or deceit upon the City, persons or customers; or

(3) The Grantee becomes insolvent, unable or unwilling to pay its debts as they become due, or is adjudged a bankrupt; or

(4) The Grantee fails, refuses, neglects or is otherwise unable to obtain and/or maintain any permit required by any federal or state regulatory body regarding the Grantee's construction, maintenance, and operation of its Telecommunications System.

B. For purposes of this Section, the following are material provisions of this Franchise, allowing the City, without limitation, to exercise its rights under this Section or as set forth elsewhere in this Franchise:

(1) The invalidation, failure to pay or any suspension of the Grantee's payment of any fees or taxes due the City under this Franchise;

(2) Any failure by the Grantee to submit timely reports regarding the calculation of any gross revenue-based fees or taxes due the City under this Franchise;

(3) Any failure by the Grantee to maintain the liability insurance required under this Franchise;

(4) Any failure by the Grantee to maintain and provide the City a copy of a Performance Bond as required under this Franchise;

(5) Any failure by the Grantee to otherwise fully comply with the requirements of this Franchise.

C. Upon occurrence of one or more of the events set out above, following sixty (60) days written notice to Grantee of the occurrence and the proposed forfeiture and an opportunity for the Grantee to be heard, the City may, by ordinance or other appropriate document, declare a forfeiture. In a hearing of Grantee, Grantee shall be afforded due process rights as if the hearing were a contested case hearing subject to Idaho law, including the right to cross-examine witnesses and to require that all testimony be on the record. Findings from the hearing shall be written and shall stipulate the reasons for the City's decision. If forfeiture is lawfully declared, all rights of Grantee under this Franchise shall immediately be divested without a further act upon the part of the City.

2.11 Receivership. The City shall have the right to declare a forfeiture or otherwise revoke this Franchise one hundred eighty (180) days after the appointment of a receiver, or trustee, to take over and conduct the business of Grantee, whether in receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have vacated prior to the expiration of said one hundred eighty (180) days, or unless:

(1) Within one hundred eighty (180) days after his/her election or appointment, such receiver or trustee shall have been approved by the City and shall fully have complied with all the provisions of this Franchise and remedied all defaults thereunder; and

(2) Such receiver or trustee, within said one hundred eighty (180) days, shall have executed an agreement, duly approved by the City as well as the court having jurisdiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise.

2.12 Expiration. Upon expiration of this Franchise, the City shall have the right, at its own election, to:

(1) Extend this Franchise, as provided for herein, though nothing in this provision shall be construed to require such extension;

(2) Renew this Franchise, in accordance with applicable valid law;

(3) Invite additional franchise applications or proposals;

(4) Terminate this Franchise without further action; and

(5) Take such other action as the City deems appropriate.

2.13 Other Codes and Ordinances. Nothing in this Franchise shall be deemed to waive the requirements of the other lawful codes and ordinances of the City regarding permits, fees to be paid or manner of construction, specifically including regulations contained in Municipal Code Section 17.08.800, et seq. concerning Wireless Communication Facilities.

2.14 Survival of Terms. Sections 4.9, 5 and 7 of this Franchise shall continue in effect as to Grantee notwithstanding any expiration, forfeiture or revocation of this Franchise.

SECTION 3 - ENFORCEMENT AND ADMINISTRATION BY THE CITY

3.1 City Jurisdiction and Supervision. The City, through its Administrator or designee, shall have continuing regulatory jurisdiction and supervision over the operation and enforcement of this Franchise and may from time to time adopt such reasonable rules and regulations as it may deem necessary for the conduct of the business contemplated herein. All questions of application, interpretation, conflict or ambiguity arising out of or in connection with this Franchise are to be determined by the Administrator or designee, except only where otherwise specifically stated, or in the event that a different person or body may be designated by the City through written notice to Grantee.

3.2 Grantee to Have No Recourse. Subject to state and federal law, Grantee shall have no recourse other than non-monetary declaratory or injunctive relief against the City and shall be awarded no monetary recovery whatsoever for any incidental or consequential damages, including but not limited to lost profits, arising out of any provision or requirement of this Franchise, nor from the City's regulation under this Franchise, nor from the City's exercise of its authority to grant additional franchises.

3.3 Acceptance of Power and Authority of City. Grantee expressly acknowledges by acceptance of this Franchise that:

(1) It has relied upon its own investigation and understanding of the power and authority of the City to grant and enforce this Franchise and that it has no objection to the exercise of the City's power and authority therein;

(2) It has not been induced to enter into this Franchise arrangement by any understanding or promise or other statement, whether verbal or written, by or on behalf of the City concerning any term or condition of this Franchise that is not specifically included herein;

(3) It has carefully read the terms and conditions contained herein and Grantee is willing to and does accept all the obligations of such terms and conditions to the extent not inconsistent with state or federal law and further agrees that it will not set up as against the City any claim that any provision of this Franchise is unreasonable, arbitrary, invalid or void subject to its rights herein; and

(4) The matters contained in Grantee's application and all subsequent applications or proposals for renewals of this Franchise, and as stated in any and all other presentations to the City, except as inconsistent with law, regulations or local ordinance, are incorporated into this Franchise as though set out verbatim.

3.4 Acts Discretionary, Reservation of Authority. All City acts undertaken pursuant to this Franchise shall be deemed discretionary, guided by the provisions of this Franchise and considerations of the public health, safety, aesthetics and convenience. Grantee stipulates and agrees that this Franchise is subject to the City charter of the City of Coeur d'Alene. Grantee understands the charter's provisions are incorporated herein, where applicable. Grantee agrees that the City reserves all municipal powers now or hereafter granted by law, including without limitation, the power to tax and license, regulate activities of land use, protect the public health and safety and regulate and control use of the public Right-of-Way.

3.5 Delegation of Authority to Regulate. The City reserves the right to delegate its regulatory authority wholly or in part to the federal government, state government and/or to agents of the City, including but not limited to an agency which may be formed to regulate several City franchises.

SECTION 4 - OPERATION IN STREETS AND RIGHTS-OF-WAY

4.1 Use of Streets. Grantee may, subject to terms of this Franchise, erect, construct, reconstruct, install, reinstall, upgrade, relocate, modify, repair, replace, operate, dismantle, test, use, maintain and/or retain in, on, over, under, upon, across and along the City streets and Rights-of-Way such lines, cables, conductors, ducts, conduits, vaults, utility access covers, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Telecommunications System within the City. All installation, construction, alteration and/or maintenance of any and all Telecommunications System Facilities within City streets and Rights-of-Way incident to Grantee's provision of Telecommunications Services shall, regardless of who performs installation, construction, alteration and/or maintenance, be and remain the responsibility of Grantee.

4.1.1 Location of Facilities. The Grantee shall be a member of the Kootenai County 1 Call Utility Council. Within forty-eight (48) hours after any City department, franchisee, licensee, permittee notifies the Grantee of a proposed street excavation, the Grantee shall, at the Grantee's expense:

- (1) Mark on the surface all of its locatable underground Facilities within the area of the proposed excavation;
- (2) Notify the excavator of any unlocatable underground Facilities in the area of the proposed excavation; or
- (3) Notify the excavator that the Grantee does not have any underground Facilities in the vicinity of the proposed excavation.

4.1.2 Rights-of-Way Occupancy:

- (1) Nothing in this Franchise shall give the Grantee the right to attach its Facilities to structures or poles owned by the City without consent of the City.
- (2) The Grantee shall:
 - (a) Locate and install all transmission lines, equipment and structures so as to cause minimum interference with the rights and reasonable convenience of property owners;
 - (b) Keep and maintain all transmission lines, equipment and structures in a safe condition, and in good order and repair;
 - (c) Employ professional care;
 - (d) Place any fixtures in any Right-of-Way in such manner as not to interfere with the usual travel of the Right-of-Way or cause unsafe conditions of any sort;
 - (e) Submit a traffic control plan to the City for approval and receive such approval at least forty-eight (48) hours prior to commencing construction except in the case of emergency. Such traffic control plan shall be available for public inspection on the construction site at all times; and
 - (f) Notify adjacent property owners, businesses, residents, and others specified by the City prior to construction and major maintenance projects.
- (3) The Grantee shall not make street cuts or curb cuts unless absolutely necessary, and only after a permit has been obtained from the City under such conditions as the City shall in its sole discretion determine.
- (4) Before beginning any excavation or other construction activity on a Right-of-Way that crosses or abuts any private property, the Grantee shall clearly mark with non-polluting water-soluble spray paint the excavation area. After such excavation or other construction activity, the Grantee shall restore such property to not less than the City's standards.
- (5) The Grantee shall locate, mark, and map any underground Facilities for the City at no expense to the City. The Grantee shall install underground warning tape at least twelve (12) inches above all fiber optic cable where such installation is done by means of open trenching. Where cable is placed by boring or plowing, all fiber optic cable will be accompanied by a metallic tracer wire and all coaxial trunk and feeder cable shall serve as its own tracer for locating purposes.

4.2 Construction or Alteration.

4.2.1 Permits. Grantee shall in all cases comply with all lawful City ordinances and regulations regarding the acquisition of permits and other such items as may be reasonably required in order to install, construct, alter and maintain the Telecommunications System. Grantee shall apply for and obtain all permits necessary for installation, construction, alteration and/or maintenance of any such Facilities, and for excavation and laying of any Telecommunications System Facilities within City streets and Rights-of-Way. Grantee shall pay all applicable fees due for any such permits.

4.2.2 Good Engineering.

A. Grantee promises all of its property and Facilities shall be constructed, operated and maintained in good order and condition in accordance with good engineering practice. In connection with the civil works of Grantee's Telecommunications System, such as, but not limited to, trenching, paving, compaction and locations, Grantee promises to comply with the edition of the American Public Works Association Standard Specifications which is in current or future use by the City, together with the City's Supplemental Specifications thereto, all as now or hereafter amended.

B. Grantee promises that the Telecommunications System shall comply with the applicable federal, state and local laws, the National Electric Safety Code and the Idaho "Rules Governing the Use of National Electric Code," where applicable.

4.3 Facilities Placement.

4.3.1 General Standards. The Telecommunications System shall be constructed and maintained in such manner as not to obstruct, hinder, damage or otherwise interfere with sewers, water pipes, other utility fixtures or any other property of the City, or any other pipes, wires, conduits or other facilities that may have been installed in City streets or Rights-of-Way by or under the City's authority. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water facilities and ten (10) feet from above-ground City water facilities; PROVIDED, that for development in new areas, the City, together with Grantee and other utility purveyors or authorized users of City streets or Rights-of-Way, will develop and follow the City's determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this Franchise.

4.3.2 Limited Access. Grantee must follow the City's requirements for the placement of Facilities in City streets and Rights-of-Way, including City requirements for location of facilities in specific City streets and Rights-of-Way, and must in any event install Facilities in a manner that minimizes interference with the use of City streets and Rights-of-Way by others, including others that may have or may install telecommunications facilities in City streets and Rights-of-Way. The City may require that Grantee install Facilities at a particular time, at a specific place and/or in a particular manner as a condition of access to a particular City street or Right-of-Way and the City may exclude Grantee's access to a particular street or Right-of-Way in accordance with City requirements for placement of Facilities.

4.3.3 Consistency with Designated Use. Notwithstanding the grant to use City streets and Rights-of-Way contained in this Franchise, no street or Right-of-Way shall be used by Grantee if the City, in its sole opinion, determines that such use is inconsistent with the terms, conditions or provisions by which such street or Rights-of-Way were created or dedicated or presently used under state and local laws.

4.3.4 Non-Interference. Grantee shall exert its best efforts to construct and maintain the Telecommunications System so as not to interfere with other uses of City streets or Rights-of-Way. Grantee shall, where possible in the case of aboveground lines, make use of existing poles and other facilities available to Grantee.

4.3.5 Undergrounding. The City finds that overhead lines and aboveground wire facilities and installations in the streets or Rights-of-Way and other franchised areas adversely impact upon the public use and enjoyment of property in the City, including an aesthetic impact. Therefore, Grantee shall place underground all of its transmission lines that are located or are to be located above or within City streets or Rights-of-Way in the following cases where:

- (1) All existing utilities are located underground;
- (2) Transmission or distribution facilities of the local exchange carrier and/or the electric utility are underground or hereafter placed underground;
- (3) Statute, ordinance, policy or other regulation of the City requires utilities to be placed underground;
- (4) Grantee is unable to obtain pole clearance;
- (5) Underground easements are obtained from developers of new residential areas; or
- (6) Utilities are overhead but residents prefer same to be located underground (such undergrounding to be provided at residents' expense).

Grantee hereby states it is familiar with and understands local procedures, custom and practice relating to the one-number locator service program. Consistent with any general municipal undergrounding policy or program now or hereafter developed, the City may require Grantee's participation in municipally imposed undergrounding or related requirements as a condition of Grantee's installation or continued maintenance of overhead wireline facilities authorized under this Franchise. Grantee hereby agrees to coordinate its underground installation and planning activities with the City's underground plan and policies.

4.4 Coordination with Other Users. Grantee shall coordinate its activities with other utilities and users of City streets and Rights-of-Way scrupulously to avoid unnecessary cutting, damage or disturbance of such streets and Rights-of-Way and shall conduct its planning,

design, installation, construction, alteration and maintenance of the Telecommunications System at all times so as to maximize the life and usefulness of the paving and municipal infrastructure. In addition, the City may determine with respect to franchised uses, in the exercise of reasonable discretion, when and where reasonable accommodation shall be made by Grantee to the City for public needs or, where requested, other third party needs, how such accommodation should be made and a reasonable apportionment of any expenses of same; PROVIDED, that this Franchise creates no third party beneficial interests or accommodation. Notwithstanding the foregoing, it remains the responsibility of Grantee to anticipate and avoid conflicts with other City streets or Rights-of-Way occupants or users, other utilities, franchisees or permittees. The City assumes no responsibility for such conflicts. Further, Grantee shall give appropriate notices to any other City streets or Rights-of-Way occupants or users, other utilities, franchisees, permittees, divisions of the City or other units of government owning or maintaining facilities which may be affected by Grantee's planning, design, installation, construction, alteration or maintenance of the Telecommunications System.

4.5 Relocation.

A. The City shall have the right during the Term of this Franchise, as it may be extended, renewed or otherwise altered in accordance with this Franchise, to require Grantee to change the location of its Telecommunications System within City streets and Rights-of-Way when required for the public safety and welfare. If the City or any government entity elects or requires a third party to alter, repair, realign, abandon, improve, vacate, reroute or change the grade of any street, public way or other public property; or to construct, maintain or repair any public improvement; or to replace, repair, install, maintain or otherwise alter any cable, wire, towers, antenna, wire conduit, pipe, line, pole, wire holding structure, structure or other facility, including a facility used for the provision of utility or other services or transportation of drainage, sewage or other liquids, Grantee shall, upon request, except as otherwise hereinafter provided, at no expense to the City, remove or relocate as necessary its poles, wires, cables, underground conduits, vaults, pedestals, utility access covers and any other Facilities which it has installed.

B. If the City requires Grantee to remove or relocate its Facilities located within City streets or Rights-of-Way, the City will provide Grantee with an alternate location for its Facilities within City streets or Rights-of-Way.

C. The City shall provide Grantee with the standard notice given under the circumstances to other franchisees, licensees or permittees.

D. If during the Term of this Franchise, as it may be extended, renewed or otherwise altered in accordance with this Franchise, another entity which holds a franchise or any utility requests Grantee to remove or relocate its Telecommunications System Facilities to accommodate the construction, maintenance or repair of the requesting party's facilities, or the more efficient use of such facilities, or to "make ready" the requesting party's facilities for use by others, or because Grantee is using a facility which the requesting party has a right or duty to remove, Grantee shall do so. The parties involved may decide among themselves who is to bear

the cost of removal or relocation; PROVIDED, that the City shall not be liable for any such cost(s).

E. Any person requesting Grantee to remove or relocate its Facilities shall give Grantee no less than ninety (90) days advance written notice advising Grantee of the date or dates removal or relocation is to be undertaken; PROVIDED, that no advance written notice shall be required in emergencies or in cases where public health and/or safety or property is endangered.

F. If Grantee fails, neglects or refuses to remove or relocate its Facilities as directed by the City, or in emergencies or where public health and/or safety or property is endangered, the City may do such work or cause it to be done and the cost, including all direct costs and expenses incurred by the City due to Grantee's failure, neglect or refusal thereof shall be paid solely by Grantee. If Grantee fails, neglects or refuses to remove or relocate its Facilities as requested by another franchisee or utility which is lawfully required by the City, that franchisee or utility may do such work or cause it to be done, and if Grantee would have been liable for the cost of performing such work, the cost, including all direct, indirect and/or consequential costs and expenses incurred by such franchisee or utility thereof to the party performing the work or having the work performed shall be paid solely by Grantee.

G. If Grantee causes any damage to private property or public property in the process of removing or relocating its Facilities, Grantee shall pay the owner of the property for such damage.

H. Grantee does hereby promise to protect and save harmless the City, its officers, agents and employees from any customer or third party claims for service interruption or other losses in connection with any removal or relocation of Grantee's Telecommunications System Facilities.

I. Grantee shall have the right to remove any of its Facilities at any time at its sole discretion; provided, however, that it shall comply with all requirements of this Agreement when removing any Facilities.

4.6 Movement of Buildings. Grantee shall, upon request by any person holding a building permit, franchise or other approval issued by the City, temporarily remove, raise or lower its transmission or other wires appurtenant to the Telecommunications System to permit the movement of buildings. The expense for such removal, raising or lowering shall be paid by the person requesting the same and Grantee shall be authorized to require such payment in advance. The City shall require all building movers to provide not less than three (3) business day's notice to Grantee for such temporary wire changes.

4.7 Tree Trimming. Grantee, with twenty-four (24) hour notice to the property owner, shall have the authority to trim or cause to have trimmed trees upon and overhanging streets, alleys, sidewalks and Rights-of-Way so as to prevent the branches of such trees from coming in contact or otherwise interfering with the Telecommunications System; PROVIDED, that the cost for such trimming of trees shall be paid solely by Grantee.

4.8 Restoration.

A. Whenever Grantee damages or disturbs any area in or near City streets, Rights-of-Way, paved area or public improvement, Grantee shall, at its sole cost, expense and liability, restore such area in or near City streets, Rights-of-Way, paved area or public improvement to at least its prior condition, or the City standard, whichever is greater, to the satisfaction of the City.

B. Whenever any opening is made by Grantee in a hard surface pavement in any City street or Right-of-Way, Grantee shall refill, restore, patch and repave entirely all surfaces opened as determined necessary by the City in order to maintain and preserve the useful life thereof.

C. For pavement restorations, any patch or restoration shall be thereafter properly maintained in good condition and repair by Grantee until such time as the area is resurfaced or reconstructed.

D. The City hereby reserves the right, after providing reasonable notice to Grantee, to remove and/or repair any work done by Grantee which, in the determination of the City, is inadequate. The cost thereof, including the cost of inspection and supervision, shall be paid solely by Grantee.

E. Should Grantee fail, neglect, refuse or delay in performing any obligation here or elsewhere stated, or where the City deems necessary to protect the public Right-of-Way or to avoid liability, risk or injury to the public or the City, the City may proceed to perform or cause to have performed such obligation, including any remedial or preventative action deemed necessary, at Grantee's sole expense and liability, but no action or inaction by the City shall relieve Grantee of its obligation to hold the City harmless as set forth in Section 5.7 of this Franchise. Prior to undertaking corrective effort, the City shall make a reasonable effort to notify Grantee, except no notice is needed if the City declares an emergency or determines a need for expedient action. This remedy is supplemental and not alternative to any other municipal right.

F. Whenever Grantee damages or disturbs any area in or near City streets, Rights-of-Way, paved area or public improvement, Grantee stipulates that the City may, without limitation:

(1) Require Grantee to repave an entire lane or greater affected area within any cut or disturbed location; and/or

(2) Require Grantee to common trench with any other underground installation in City streets or Rights-of-way, with cost sharing to be negotiated between the parties involved, or in the absence of agreement, as directed by the City in a non-discriminatory manner.

G. All requirements of this Section pertaining to public property shall also apply to the restoration of private easements and other private property.

H. If Grantee causes any damage to private property in the process of restoring Facilities, Grantee shall pay the owner of the property for such damage.

I. All of Grantee's work under this Section shall be done in strict compliance with all applicable rules, regulations and ordinances of the City.

J. Grantee shall perform all restoration work promptly.

4.9 City Right to Require Removal of Property.

A. At the expiration of the Term for which this Franchise is granted, providing no extension or renewal is granted by the City, or upon the forfeiture or revocation of this Franchise, as provided for in this Franchise, the City shall have the right to require Grantee to remove, at Grantee's sole expense, all or any part of the Telecommunications System from all City streets and Rights-of-Way within the Franchise Service Area, where the abandoned Facilities interfere with reasonable uses of City streets and Rights-of-Way. If Grantee fails to do so, the City may perform the work and collect the cost thereof from Grantee. The actual cost thereof, including direct and indirect administrative costs, shall be a lien upon all plant and property of Grantee effective upon filing of the lien with the Kootenai County Recorder.

B. Any order by the City Council to remove any of Grantee's Telecommunications System Facilities shall be mailed to Grantee not later than thirty (30) calendar days following the date of expiration of this Franchise. Grantee shall file written notice with the Clerk of the City Council not later than thirty (30) calendar days following the date of expiration or termination of this Franchise of its intention to remove any Telecommunications System Facilities intended to be removed and a schedule for removal by location. The schedule and timing of removal shall be subject to approval and regulation by the City. Removal shall be completed no later than twelve (12) months following the date of expiration of this Franchise.

C. Grantee shall not remove any underground Facilities which require trenching or other opening of City streets or Rights-of-Way along the extension of the Facilities to be removed, except as hereinafter provided. Grantee may voluntarily remove any underground Facilities from City streets and Rights-of-Way which have been installed in such a manner that they can be removed without trenching or other opening of City streets and Rights-of-Way along the extension of the Facilities to be removed.

D. Subject to applicable law, Grantee shall remove, at its sole cost and expense, any underground Facilities by trenching or opening City streets and Rights-of-Way along the extension thereof or otherwise which is ordered to be removed by the City based upon a determination, in the sole discretion of said City, that removal is required in order to eliminate or prevent a hazardous condition. Underground Facilities in City streets and Rights-of-Way that are not removed shall be deemed abandoned and title thereto shall be vested in the City.

4.10 Emergency Repairs. In the event that emergency repairs to the Telecommunications System are necessary, Grantee shall notify the City of the need for such repairs. Grantee may immediately initiate such emergency repairs and shall apply for appropriate permits the next business day following discovery of the emergency.

4.11 City Right of Inspection. The City shall have the right to inspect and approve all installation, construction, alteration or maintenance work performed by Grantee within the Franchise Service Area and to make such tests as it deems necessary to ensure compliance with the terms and conditions of this Franchise and other pertinent provisions of law, the cost commercially reasonable tests thereof to be paid solely by Grantee, but no action or inaction by the City shall create any duty or obligation by the City to inspect, test or approve any installation, construction, alteration or maintenance work performed by Grantee. In addition, the City may require Grantee to furnish certification from a qualified independent engineer that Grantee's Facilities are constructed in accordance with good engineering practice and are reasonably protected from damage and injury.

4.12 After-Acquired Facilities. Grantee expressly acknowledges and agrees, by acceptance of this Franchise, that any Telecommunications System Facilities located within City streets or Rights-of-Way which are subsequently acquired by Grantee or upon addition or annexation to the City of any area in which Grantee retains or acquires any such Facilities (if acquired prior to this original Franchise grant) and which would have been subject to this Franchise and the permitting authority related thereto shall immediately be subject to the provisions of this Franchise and all permits related thereto.

4.13 Information. Grantee hereby promises to maintain and supply to the City, at Grantee's sole expense, any information requested by the City to coordinate municipal functions with Grantee's activities within City streets and Rights-of-Way. Grantee shall provide such information, upon request, either in hard copy and/or electronic format compatible with the City's data base system, as now or hereafter existing, including the City's geographic information service (GIS) data base. Grantee shall keep the City informed of its long-range plans so as to allow coordination with the City's long-range plans.

SECTION 5 - COMPENSATION AND FINANCIAL PROVISIONS

5.1 Fees.

5.1.1 Payment of Franchise Fee.

A. For the reason that the Rights-of-Way to be used by the Grantee in the operation of its Telecommunications System within the boundaries of the City are valuable public properties acquired and maintained by the City at great expense to its taxpayers, and that the grant to the Grantee to use the said Rights-of-Way is a valuable property right without which the Grantee would be required to invest substantial capital in Rights-of-Way costs and acquisitions, and because the City will incur costs in regulating and administrating the Franchise, the Grantee shall pay to the City quarterly an amount equal to five percent (5%) of the Grantee's Gross Revenues derived from the operation of the Telecommunications System to provide

Telecommunications Services in the City. In the event that the City may lawfully increase the percentage of Franchise fees collected from the Grantee, but not effective before expiration of the initial Term, then the Franchise fees will be increased automatically after the giving of thirty (30) days prior written notice to the Grantee.

B. In the event the Franchise is revoked or otherwise terminated prior to its expiration date, the Grantee shall file with the City, within ninety (90) days of the date of revocation or termination, a verified revenue statement showing the Gross Revenues received by it since the end of the previous year and shall make adjustments at that time for the Franchise fees due up to the date of revocation or termination.

5.1.2 Other Fees.

A. Grantee shall pay the City all reasonable costs of granting, enforcing or reviewing the provisions of this Franchise as ordered by the Administrator or designee, whether as a result of accrued in-house staff time or out-of-pocket expenses or administrative costs. Such obligation further includes municipal fees related to receiving and approving permits, licenses or other required approvals, inspecting plans and construction, or relating to the preparation of a detailed statement. Any fees to be paid pursuant to this subsection shall not exceed One Thousand Dollars (\$1,000.00) in one-time fees nor more than Three Hundred Dollars (\$300.00) for each individual site permit.

B. Upon request of Grantee, the City will submit proof of any charges or expenses incurred as defined in Section 5.1.2, A of this Franchise. Said charges or expenses shall be paid by Grantee no later than thirty (30) days after Grantee's receipt of the City's billing thereof.

C. Grantee shall pay all other taxes and fees applicable to its operations and activities within the City, all such obligations also being a condition of this Franchise. Such payments shall not be deemed franchise fees or payments in lieu thereof.

5.2 Payments.

A. Grantee shall make all required payments in the form, intervals and manner requested by the City Finance Director and shall furnish the City any and all information related to the City's revenue collection functions reasonably requested.

5.3 Financial Records.

A. Grantee shall manage all of its operations in accordance with a policy of keeping books and records open and accessible to the City. The City shall have the right, as necessary or desirable for effectively administering and enforcing this Franchise, to inspect during normal business hours upon thirty (30) days prior written notice to Grantee, all books, records, maps, plans, financial statements, service complaint logs, performance test results, records required to be kept by Grantee and/or any parent company of Grantee pursuant to the rules and regulations of the FCC, IPUC and other regulatory agencies, and other like materials

Grantee and/or any parent company of Grantee which directly relate to the operation of this Franchise.

B. Access to the aforementioned records referenced in Section 5.3, A shall not be denied by Grantee to representatives of the City on the basis that said records contain "proprietary" information. However, to the extent allowed by Idaho law, the City shall protect the trade secrets and other confidential information of Grantee and/or any parent company of Grantee.

C. Grantee hereby agrees to meet with a representative of the City upon request to review its methodology of record keeping, financial reporting, and other procedures, the understanding of which the City deems necessary for understanding the meaning of such reports and records.

D. The City agrees to request access to only those books and records, in exercising its rights under this Franchise, which it deems reasonably necessary for the enforcement and administration of this Franchise.

5.4 Auditing.

A. The City or its authorized agent may during normal business hours upon thirty (30) days prior written notice to Grantee, conduct an independent audit of the revenues of Grantee in order to verify the accuracy of payments made to the City. Grantee and each parent company of Grantee shall cooperate fully in the conduct of such audit. In case of audit, the City director of budget and finance may require Grantee to furnish a verified statement of compliance with Grantee's obligations or in response to any questions. Said certificate may be required from an independent certified public accountant at Grantee's sole expense. All audits will take place on Grantee's premises or at offices furnished by Grantee, which shall be a location within the City of Coeur d'Alene. Grantee agrees, upon request of the City Finance Director, to provide copies of all documents filed with any federal, state or local regulatory agency, to mail to the City on the same day as filed, postage prepaid, affecting any of Grantee's Facilities or business operations in City.

5.5 Insurance, Indemnity and Waiver of Liability.

5.5.1 Coverages. Grantee shall maintain, throughout the Term of this Franchise, liability insurance insuring Grantee, its officers, employees and agents, with regard to all claims and damages specified in Section 5.5 herein, in the minimum amounts as follows:

(1) **Commercial Liability Insurance.** On or before the date this Franchise is fully executed by the Parties, Grantee shall provide the City with a certificate of insurance as proof of commercial liability insurance with a minimum liability limit of One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage. This coverage will have a per job aggregate endorsement and Idaho stop gap coverage. Said certificate of insurance shall clearly state who the provider is, the amount of coverage, the policy number, and when the policy and provisions provided are in

effect. Said policy shall be in effect for the duration of this Franchise. The policy shall name the City, its elected and appointed officials, officers, agents and employees as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City thirty (30) calendar days prior written notice (any language in the clause to the effect of "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall be crossed out and initialed by the insurance agent). The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Idaho. If Grantee uses any contractors and/or subcontractors to perform any of the work referenced in this Franchise, such contractors and/or subcontractors shall maintain the same minimum limits of liability and comply with all other provisions discussed above in this subsection entitled "Commercial Liability Insurance."

(2) **Commercial Automobile Liability Insurance.** On or before the date this Franchise is fully executed by the Parties, Grantee shall provide the City with a certificate of insurance as proof of commercial automobile liability insurance with a minimum liability limit of One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage. Said certificate of insurance shall clearly state who the provider is, the amount of coverage, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Franchise. The policy shall name the City, its elected and appointed officials, officers, agents and employees as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City thirty (30) calendar days prior written notice (any language in the clause to the effect of "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall be crossed out and initialed by the insurance agent). The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Idaho. If Grantee uses any contractors and/or subcontractors to perform any of the work referenced in this Franchise, such contractors and/or subcontractors shall maintain the same minimum limits of liability and comply with all other provisions discussed above in this subsection entitled "Commercial Automobile Liability Insurance."

(3) **Umbrella Liability Insurance.** Grantee and its contractors and/or subcontractors shall maintain umbrella liability insurance coverage, in an occurrence form, over underlying commercial liability and automobile liability. On or before the date this Franchise is fully executed by the Parties, Grantee shall provide the City with a certificate of insurance as proof of umbrella coverage with a minimum liability limit of Three Million Dollars (\$3,000,000). The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Idaho.

Providing coverage in the amounts as set forth above shall not be construed to relieve Grantee from liability in excess of those limits.

5.5.2 Proof of Insurance. Grantee shall file with the City copies of all certificates of insurance showing up-to-date coverages, additional insured coverages and evidence of payment of premiums as set forth above. Grantee shall file and maintain a certificate

of insurance along with written evidence of payment of the required premiums with the manager of the City Telecommunications Division, or his or her designee.

5.5.3 Alteration of Insurance. Insurance coverages, as required by this Franchise, shall not be changed, cancelled or otherwise altered without approval of the City. Grantee shall provide the City no less than thirty (30) days prior written notice of any such proposed change, cancellation or other alteration. The City may, at its option, review all insurance coverages. If it is determined by the City that circumstances require and that it is reasonable and necessary to increase insurance coverage and liability limits above such coverage and limits as are set forth in this Franchise, in order to adequately cover the risks of the City, Grantee and Grantee's officers, agents and employees, the City may require additional insurance to be acquired by Grantee. Should the City exercise its right to require additional insurance, the City will provide Grantee with written notice.

5.5.4 Failure to Procure. Grantee acknowledges and agrees, by acceptance of this Franchise, that failure to procure and maintain the insurance coverages as detailed in Section 5.5.1 of this Franchise shall constitute a material breach of this Franchise, as provided for in Section 2.10, B, 3) of this Franchise. In the event of such failure to procure and maintain the referenced insurance coverages, the City may immediately suspend Grantee's operations under this Franchise, terminate or otherwise revoke this Franchise and/or, at its discretion, procure or renew such insurance in order to protect the City's interests and be reimbursed by Grantee for all premiums in connection therewith.

5.6 Performance Bond. Prior to the effective date of this Franchise, Grantee shall furnish to the City proof of the posting of a "Performance Bond" running to the City, with good and sufficient surety approved by the City, in the penal sum of Twenty-Five Thousand Dollars (\$25,000), conditioned that Grantee shall well and truly observe, fulfill and perform each term and condition of this Franchise. Grantee shall pay all premiums charged for said Performance Bond. Said Performance Bond shall be effective to continue obligation for the Term of this Franchise, including any extensions, and thereafter until Grantee or any successor or assign of Grantee has liquidated all of its obligations with the City that may have arisen from the acceptance of this Franchise by Grantee or from its exercise of any privilege herein granted. Said Performance Bond shall contain a provision stating that said Performance Bond shall not be terminated or otherwise allowed to expire without thirty (30) days prior written notice having been provided to the City. The form and content of said Performance Bond and any associated documents shall be approved in advance by the City Attorney, or his or her designee. Grantee shall provide a duplicate copy of said Performance Bond to the City and said duplicate copy shall be kept on file at the City Telecommunications Division office or its successor(s). Neither the provisions of this Section nor any Performance Bond accepted by the City pursuant thereto, nor any damages or other amounts recovered by the City thereunder, shall be construed to excuse faithful performance by Grantee or to limit liability of Grantee under this Franchise either to the full amount of the Performance Bond or otherwise, except as otherwise provided herein.

5.7 Waiver of Claims. Grantee waives any and all claims, demands, causes of action and rights it may assert against the City on account of any loss, damage, or injury to any of Grantee's Facilities unless caused by the gross negligence of the City or its employees, contractors or agents.

City waives any and all claims, demands, causes of action and action and rights it may assert against the Grantee on account of any loss, damage, or injury to the City within the Franchise Service Area and Rights of Way unless caused by the gross negligence of the Grantee or its employees, contractors or agents.

5.8 Indemnity, No Estoppel, No Duty.

A. Grantee shall, at its sole expense, protect, defend, indemnify and hold harmless the City, its elected officials, and in their capacity as such, the officials, agents, officers and employees of the City from any and all claims, lawsuits, demands, actions, accidents, damages, losses, liens, liabilities, penalties, fines, judgments, awards, costs and expenses arising directly or indirectly from or out of, the performance or non-performance, by reason of any negligent act or omission of Grantee, whether singularly or jointly with others, its representatives, permittees, employees, contractors or subcontractors, whether or not such acts or omissions were authorized or contemplated by this Franchise or applicable law, including but not limited to the construction, installation, maintenance, alteration or modification of the Telecommunication System; arising from actual or alleged injury to persons or property, including the loss of use of property due to an occurrence, whether or not such property is physically damaged or destroyed; arising out of or alleged to arise out of any claim for damages for Grantee's invasion of privacy, defamation of any person, firm or corporation, or the violation or infringement of any copyright, trademark, trade name, service mark or patent, or of any other right of any person, firm or corporation; arising out of or alleged to arise out of Grantee's failure to comply with any and all provisions of any statute, regulation or resolution of the United States, State of Idaho or any local agency applicable to Grantee and its business. Nothing herein shall be deemed to prevent the Parties indemnified and held harmless herein from participating in the defense of any litigation by their own counsel at such Party's expense. Such participation shall not under any circumstances relieve Grantee from its duty of defense against liability or of paying any judgment entered against such Party. Notwithstanding any provision of this Section to the contrary, Grantee shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand, lien, damage or liability arises out of or in connection with grossly negligent acts or omissions of the City. The City shall, at its sole expense, protect, defend, indemnify and hold harmless the Grantee and such agents, officers and employees of the Grantee from any and all claims, lawsuits, demands, actions, accidents, damages, losses, liens, liabilities, penalties, fines, judgments, awards, costs and expenses arising directly or indirectly from or out of, the performance or non-performance, by reason of any negligent act or omission of the City, whether singularly or jointly with others, its representatives, permittees, employees, contractors or subcontractors, whether or not such acts or omissions were authorized or contemplated by this Franchise or applicable law, including but not limited to the construction, installation, maintenance, alteration or modification of the Telecommunication System; arising from actual or alleged injury to persons or property, including the loss of use of property due to an occurrence, whether or not such property is physically damaged or destroyed; arising out of or alleged to arise out of any claim for damages for the City's invasion of privacy, defamation of any person, firm or corporation, or the violation or infringement of any copyright, trademark, trade name, service mark or patent, or of any other right of any person, firm or corporation; arising out of or alleged to arise out of the City's failure to comply with any and all provisions of any statute, regulation or resolution of the United States, State of Idaho or any local agency applicable to the

City. Nothing herein shall be deemed to prevent the Parties indemnified and held harmless herein from participating in the defense of any litigation by their own counsel at such Party's expense. Such participation shall not under any circumstances relieve the City from its duty of defense against liability or of paying any judgment entered against such Party. Notwithstanding any provision of this Section to the contrary, the City shall not be obligated to indemnify, defend or hold the Grantee harmless to the extent any claim, demand, lien, damage or liability arises out of or in connection with grossly negligent acts or omissions of the Grantee.

B. Whenever any judgment is recovered against the City or any other indemnitee for any such liability, costs, or expenses, such judgment shall be conclusive against Grantee, not only as to the amount of such damage, but as to its liability, provided Grantee actually knew, or should have known, of the pendency of such suit. Under such circumstances, Grantee may also request the opportunity to defend or participate in the suit with legal counsel of its choice, at its expense, said request not to be unreasonably denied.

C. No action, error or omission, or failure to act by the City, its agents, officers, officials or employees, in connection with administering its rights, duties or regulatory functions related to this Franchise shall be asserted by Grantee, directly, indirectly or by way of seeking indemnification or as an assertion that the City has waived or is estopped to assert any municipal right hereunder, against the City, its boards, departments, divisions, officers, officials or employees.

D. It is not the intent of this Franchise to acknowledge, create, imply or expand any duty or liability of the City with respect to its role as a franchising authority, in the exercise of its police powers or for any other purpose. Any City duty nonetheless deemed created shall be a duty to the general public and not to any specific party, group or entity.

SECTION 6 – REMEDIES AND PROCEDURE FOR REMEDYING FRANCHISE VIOLATIONS

6.1 Remedies for Franchise Violations.

A. In addition to the remedies set forth elsewhere in this Franchise, the City shall have the right to assert any or all of the following remedies in the event Grantee violates or defaults on, as determined by the City, any provision of this Franchise:

(1) Drawing upon or foreclosing all or any part of any security provided under this Franchise, including without limitation the faithful Performance Bond provided for under Section 5.6 herein; PROVIDED, however, such drawing or foreclosure shall be only in such a manner and in such amount as the City reasonably determines is necessary to remedy the violation or default. Should the City take such action as described herein, Grantee shall be responsible for all direct and actual costs related to such action, including, but not limited to, legal and administrative costs incurred by the City;

(2) Commence an action at law for monetary damages or seek other equitable relief;

(3) In the case of substantial violation or default, as determined by the City, of a material provision of this Franchise, declare this Franchise to be revoked;

(4) Seek specific performance of any provision of this Franchise, which reasonably lends itself to such remedy, as an alternative to seeking damages.

B. In determining which remedy or remedies, as set forth herein, are appropriate, the City shall take into consideration the nature and extent of the violation or default, the remedy needed to prevent such violations or defaults from occurring in the future, whether Grantee has a history of previous violations of the same or similar kind and such other considerations as are appropriate under the circumstances.

6.2 Procedure for Remediating Franchise Violations.

6.2.1 Notice of Violation. In the event the City determines Grantee has not complied with any term or condition of this Franchise, the City shall notify Grantee in writing of the exact nature of the alleged noncompliance.

6.2.2 Grantee's Right to Cure or Respond. Grantee shall have ninety (90) days from receipt of notice by the City of any alleged noncompliance with any term or condition of this Franchise to:

(1) Respond to the City contesting the assertion of noncompliance; or

(2) Cure such violation or default or, in the event that by the nature of the violation or default such violation or default cannot be cured within a ninety (90) day period, initiate reasonable steps to remedy such violation or default and notify the City of the steps being taken and the projected date such remedy will be completed.

6.2.3 Public Hearing. In the event Grantee fails to respond to a notice, as described herein, or in the event Grantee fails to cure such violation or default pursuant to the procedures set forth herein, the City shall schedule a public hearing to investigate any alleged violation or default. The City shall provide Grantee twenty (20) calendar days' notice of the time and place of such hearing and provide Grantee an opportunity to be heard at such hearing.

6.3 Enforcement. In the event the City, after such hearing as described in subsection 6.2.3 of this Franchise has been conducted, upholds its determination that Grantee has violated or defaulted on any provision of this Franchise, the City may impose any of the remedies set out in Section 6.1, A of this Franchise.

6.4 Failure to Enforce. Grantee shall not be relieved of any of its obligations to comply promptly with any provision of this Franchise by reason of any failure of the City to enforce prompt compliance, and the City's failure to enforce shall not constitute a waiver of rights or acquiescence in Grantee's conduct.

6.5 Acts of Nature. Grantee shall not be held in violation, default or noncompliance with the provisions of this Franchise, nor suffer any enforcement or penalty related thereto, where such violation, default or noncompliance is caused by acts of nature, power outages or other events reasonably beyond its ability to control. However, Grantee shall take all reasonable steps necessary to provide service despite such occurrences.

6.6 Alternative Remedies. Nothing in this Franchise shall be deemed to bar the right of the City or Grantee to seek or obtain judicial relief from any violation of this Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the City to recover monetary damages for such violation by Grantee, or to seek and obtain judicial enforcement of Grantee's obligations under this Franchise by means of specific performance, injunctive relief or mandate, or any other judicial remedy at law or in equity.

SECTION 7 – MISCELLANEOUS PROVISIONS

7.1 Posting and Publication. Grantee shall assume the cost of posting and publication of this Franchise as such posting and publication is required by law, and such is payable upon Grantee's filing of acceptance of this Franchise.

7.2 Service of Notice. Except as otherwise specifically provided herein, any notice required or permitted to be given under this Franchise shall be deemed sufficient if provided in writing and when (1) delivered personally to the following addressee(s) or deposited with the United States Postal Service, postage paid, certified or registered mail; (2) sent by overnight or commercial air courier; or (3) sent by facsimile transmission addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

Notices to the City shall be addressed to the following:

Coeur d'Alene City Hall
710 E. Mullan Ave.
Coeur d'Alene, ID 83814-3958
Attn: City Clerk
Facsimile Number: 208-769-2366

Notices to Grantee shall be addressed to the following:

Mobilitie, LLC
Asset Management
660 Newport Center Drive
Suite 200
Newport Beach, CA 92660
(877) 999-7070
WestAssetMgmt@mobilitie.com

and Mobilitie, LLC
Legal Department
660 Newport Center Drive
Suite 200
Newport Beach, CA 92660
(877) 999-7070
legal@mobilitie.com

SAMPLE

7.3 Compliance with Laws. Grantee shall comply with all federal and state laws and regulations, including regulations of any administrative agency thereof, as well as the general ordinances, resolutions, rules and regulations of the City, pursuant to the City's lawful authority, heretofore or hereafter adopted or established during the entire term of this Franchise. In the event any valid and superior law, rule or regulation of any governing authority or agency having jurisdiction contravenes the provisions of this Franchise subsequent to its adoption, then the provisions of this Franchise shall be superseded only to the limited extent that the provisions hereof are in conflict and contrary to any such law, rule or regulation. Nothing in this Franchise shall limit the City's right of eminent domain under state law. Nothing in this Franchise shall be deemed to waive the requirements of any lawful code or resolution of the City regarding permits, fees to be paid or manner of construction. If any federal, state, or local laws or regulations (including, but not limited to, those issued by the Federal Communications Commission or its successor agency) and any binding judicial interpretations thereof (collectively, "Laws") that govern any aspect of the rights or obligations of the parties under the Franchise shall change after the Effective Date and such change makes any aspect of such rights or obligations inconsistent with the then-effective Laws, then the parties agree to promptly amend the Franchise as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change.

7.4 Governing Law and Venue. This Franchise shall be governed by and construed in accordance with the laws of the State of Idaho, and venue for any litigation arising out of or in connection with privileges extended herein is stipulated to be in Kootenai County, Idaho.

7.5 Severability. If any section, subsection, sentence, clause, phrase or portion of this Franchise is for any reason declared by a court of competent jurisdiction to be void, invalid or unenforceable, such portion shall be deemed a separate, distinct and independent provision and such declaration shall not affect the validity of the remaining portions thereof. In such event, the City and Grantee shall negotiate in good faith to modify this Franchise as may be necessary to meet the requirements of the law and/or to effectuate the intention of this Franchise. In the event that such modifications are barred by any legal requirements governing any party, the City and Grantee shall use their best efforts to otherwise avoid prejudice to the respective parties' interests and to implement changes to effectuate the intent in entering into this Franchise.

7.6 Force Majeure.

A. For the purposes of this Section, the term "Force Majeure" shall mean acts of God, landslides, earthquakes, lightning, fires, hurricanes, volcanic activity, storms, floods, washouts, droughts, civil disturbances, acts of terrorism or of the public enemy, partial or entire failure of utilities, strikes, explosions, lockouts or other industrial disturbances, insurrections, public riots or other similar events which are not reasonably within in the control of the parties hereto.

B. If Grantee is wholly or partially unable to carry out its obligations under this Franchise as a result of a Force Majeure, Grantee shall provide the City prompt notice of such Force Majeure, describing the same in reasonable detail, and Grantee's obligations under this Franchise, other than for payment of moneys due, shall not be deemed in violation or default

for the duration of the Force Majeure. Grantee agrees to use its best efforts to remedy as soon as possible, under the circumstances, Grantee's inability, by reason of Force Majeure, to carry out its responsibilities and duties under this Franchise.

7.7 City Right of Intervention. If the City otherwise has the right to intervene, Grantee expressly acknowledges and agrees, by acceptance of this Franchise, not to oppose such intervention by the City in any suit or proceeding to which Grantee is a party related to this Franchise.

7.8 Consent. Wherever the consent or approval of either Grantee or the City is specifically required in this Franchise, such consent or approval shall not be unreasonably withheld.

7.9 No Third Party Beneficiaries. There shall be no third party beneficiaries of this Franchise.

7.10 Franchise Ordinance Acceptance. Grantee shall execute and return to the City, within sixty (60) days after the date of adoption of the Franchise Ordinance by the Coeur d'Alene City Council, three (3) originals of this Franchise document, by which Grantee acknowledges that it has carefully read the terms and conditions of the Franchise Ordinance and accepts all of the terms and conditions of the Franchise Ordinance and this Franchise and agrees to abide by the same. In accepting this Franchise, Grantee shall indicate that it has relied upon its own investigation of all relevant facts, that it has had the assistance of counsel, that it was not induced to accept this Franchise, that the Franchise Ordinance represents the entire agreement between Grantee and the City and that Grantee accepts all reasonable risks related to the interpretation of the Franchise Ordinance and this Franchise. The executed Franchise documents shall be returned to the City accompanied by the Performance Bond required in Section 5.6 of this Franchise and evidence of insurance as required in Sections 5.5.1 and 5.5.2 of this Franchise. In the event Grantee fails to submit a Franchise document as provided for herein, or fails to provide the required accompanying documents, this Franchise shall be null and void.

7.11 Previous Rights Abandoned. This Franchise supersedes any and all other rights, privileges, powers, immunities and authorities owned, possessed, controlled or exercisable by Grantee pursuant to any previous franchise in the City.

7.12 Effective Date. This Franchise and the Franchise Ordinance shall be effective thirty (30) days after its adoption by the City Council, approval by the mayor, acceptance by Grantee and publication as required by law.

SECTION 8 – TRANSFER OF OWNERSHIP OR CONTROL

A. This Franchise shall not be assigned or transferred, leased or disposed of either in whole or in part by voluntary sale or involuntary sale, merger or consolidation, either legal or equitable or any right, interest or property therein, pass to or vest in any person, or entity without the prior written consent of the City Council, which consent shall not be unreasonably

withheld. No consent will be required for a transfer in trust, mortgage, or other hypothecation as a whole or in part to secure an indebtedness.

B. The Grantee shall promptly notify the City of any actual or proposed change in, or transfer of, or disposition of or acquisition by any other party of, control of the Grantee. The word "control" as used herein is not limited to major stockholders but includes actual working control in whatever manner exercised. Every change, transfer, or acquisition of control of the Grantee shall make the Franchise subject to cancellation unless and until the City Council shall have consented thereto, which consent will not be unreasonably withheld. For the purpose of determining whether it shall consent to such change, transfer, disposition, or acquisition of control, the City Council may inquire into the qualifications of the prospective controlling party, and the Grantee shall assist the City Council in any such inquiry.

C. The consent or approval of the City Council to any transfer of the Franchise shall not constitute a waiver or release of the right of the City in and to the Rights-of-Way, and any transfer shall by its terms, be expressly subordinate to the terms and conditions of this Franchise.

D. By its acceptance of this Franchise, the Grantee specifically agrees that any such transfers occurring without prior approval of the City Council shall constitute a violation of this Franchise by the Grantee. In no event shall a transfer of ownership or change of control be approved without the successor in interest becoming a signatory to this Franchise.

E. For the purpose of this Section, a change of control of the Grantee shall be defined as any acquisition of the Grantee or the Grantee's parent's voting stock by a person or group of persons acting in concert which results in that person or group of persons owning more than fifty percent (50%) of the voting stock of the Grantee or Grantee's parent.

F. Within thirty (30) days of any transfer or sale and upon request, if approved or deemed granted by the City, the Grantee shall file with the City a copy of the deed, agreement, or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by the Grantee.

G. Standards. The City may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and the Grantee shall assist the City in so inquiring. The City may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate; provided, however, the City shall not unreasonably withhold its approval and any such terms and conditions so attached shall be related to the legal, technical, and financial qualifications of the prospective controlling party or transferee and to the resolution of outstanding and unresolved issues of noncompliance with the terms and conditions of this Franchise by the Grantee.

H. Common Control Exemption. Notwithstanding anything to the contrary in this Section, the prior written approval of the City Council shall not be required for any sale, assignment or transfer of the Franchise, Telecommunications System or ownership to an entity controlling, controlled by, or under the same common control as the Grantee.

PASSED BY THE CITY COUNCIL and signed and approved this ____ day of April, 2018.

CITY OF COEUR D'ALENE

MOBILITIE, LLC

Steve Widmyer, Mayor

By: _____

Attest:

City Clerk

SAMPLE

STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of April, 2018, before me, a Notary Public in and for said State, personally appeared _____, known to me to be President of Grantee, the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the corporation therein named as Grantee and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its directors.

WITNESS my hand and official seal.

Dated this _____ day of _____, 2018.

Print Name: _____

NOTARY PUBLIC in and for the State of
_____, residing at

My commission expires: _____

SUMMARY OF COEUR D'ALENE ORDINANCE NO. 3609
Granting a Non-Exclusive Franchise to Mobilitie, LLC

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, IDAHO, GRANTING A NON-EXCLUSIVE FRANCHISE TO MOBILITIE, LLC, TO CONSTRUCT, OPERATE, AND MAINTAIN A TELECOMMUNICATIONS SYSTEM, WITH ALL NECESSARY FACILITIES, WITHIN THE CITY OF COEUR D'ALENE, IDAHO; SETTING FORTH PROVISIONS, TERMS AND CONDITIONS ACCOMPANYING THE GRANT OF THIS FRANCHISE; PROVIDING FOR CITY REGULATION OF CONSTRUCTION, OPERATION, MAINTENANCE AND USE OF THE TELECOMMUNICATIONS SYSTEM; PRESCRIBING PENALTIES FOR THE VIOLATIONS OF ITS PROVISIONS; AND SETTING AN EFFECTIVE DATE. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. 3609 IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. 3609, Granting a Non-Exclusive Franchise to Mobilitie, LLC, 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 5th day of June, 2018.

Randall R. Adams, Chief Deputy City Attorney

SAMPLE

**CITY COUNCIL
MEMORANDUM**

DATE: June 5, 2018

FROM: MICHELLE CUSHING, CDBG GRANT ADMINISTRATOR

RE: APPROVAL OF THE SUBMITTAL OF THE PLAN YEAR 2017 CAPER
(Consolidated Annual Performance Evaluation Report) and APPROVAL OF THE
SUBMITTAL OF THE 2018 ANNUAL ACTION PLAN REVISED BUDGET

DECISION POINT:

- Approval of the submittal of the 2017 CAPER
- Approval of the submittal of the 2018 Annual Action Plan (AAP) Revised Budget

HISTORY: The City of Coeur d’Alene receives an annual direct allocation of HUD Community development Block Grant (CDBG) funds. Every year the City is required to complete a Consolidated Annual Performance Evaluation Report (CAPER) as well as an Annual Action Plan (AAP), allowing the public two weeks to share public comment. Two weeks of public comment were held between May 21, 2018 and June 5, 2018. Today’s Public Hearing was advertised to the public in the following ways: Coeur d’Alene Press notice, website updates, and emails to 139 community stakeholders. The CAPER provides an overview of past year project outcomes and spending priorities. The 2018 Annual Action Plan (AAP) outlines how the City intends to spend its CDBG funds and fulfill its program reporting requirements. The Draft 5-Year Consolidated Plan was approved by the Mayor and City Council on January 16, 2017. Pursuant to the City’s 2018 grant award allocation being 20% greater than expected, the City is required to provide an opportunity for public input regarding the updated 2018 Annual Action Plan budget.

ATTACHMENT 1: 2017 CAPER Financial and 2018 AAP Budget Revision

PERFORMANCE ANALYSIS: Authorizing these two items will allow staff to submit the 2017 CAPER and 2018 Annual Action Plan to HUD for official review. Pending acceptance of these Plans by HUD, staff will move forward in implementing the agreed upon goals and funding suggestions.

DECISION POINT:

- Approval of the submittal of the 2017 CAPER
- Approval of the submittal of the 2018 AAP Budget Revisions

ATTACHMENT 1

2017 CAPER Financial: Three goals that did not receive funding were increase of for sale affordable housing, ADA sidewalks installation/repair, and economic development. Staff continues to look for partners to meet those goals.

Plan Year 2017 Project Funding	Plan Year 2017 Project Status	2017 Projects
\$3,000.00	Grant expenditure in progress	Lake City Center's Meals on Wheels Non-Competitive Grant
\$14,600.00	Planning in process to expend funds for summer of 2018 project; 4-6 month timeline	Sidewalk Accessibility/Repairs in LMI census tract locations
\$73,272.17 Funding pre-minor amendment: \$50,000	21 Homes Rehabilitated in PLAN YEAR 2017	Emergency Minor Home Repairs and Accessibility Program (EMRAP)
\$171,470 Funding pre-minor amendment: \$173,610	-1 Grant paid in full -4 Grant expenditures in progress	Community Opportunity Grants (Includes Public Service Activities capped at 15% annual allocation)
\$39,507.83 Funding pre-minor amendment: \$60,370	Ongoing; \$6,638.39 remaining	Administration (Employee wages and benefits, advertising supplies and fees, brochures, training, travel; Subject to 20% cap of annual allocation budget)
Total Grant: \$301,850	Total Awarded: \$225,684.04	Total still available in projects: \$76,165.96 (Sidewalk fund \$14,600 & Remaining EMRAP fund \$61,565.96)

2018 AAP Budget Revision: The Plan Year 2018 allocation is officially \$318,476.00, where it was estimated to be \$243,000. Because this increase is greater than a 20%, these revised budget items are required to be available for public comment. The following is a breakdown of the proposed funding increases for projects with increases based on greatest community need.

2018 Annual Action Plan Project Funding (based on \$243,000)	2018 Annual Action Plan Revised Budget (based on \$318,476 allocation)	2018 Projects
2% (\$5,000)	1.5% (\$5,000)	Lake City Center's Meals on Wheels Non-Competitive Grant
6% (\$14,600.00)	4.5% (\$14,600)	Sidewalk Accessibility/Repairs
21% (\$50,000.00)	16% (\$50,000)	Emergency Minor Home Repairs and Accessibility Program (EMRAP)
51% (\$124,800)	60% (\$191,820)	Community Opportunity Grants (Includes Public Service Activities capped at 15% annual allocation)
20% (\$48,600.00)	18% (\$57,056)	Administration (Employee wages and benefits, advertising supplies and fees, brochures, training, travel-- Subject to 20% cap of annual allocation budget)
\$243,000	\$318,476.00	



**City of Coeur d'Alene
2017 CAPER and 2018 Annual
Action Plan Revised Budget
Public Hearing**

**Presented to the City of Coeur d'Alene's Mayor and
City council: June 5, 2018**



Coeur d'Alene's CDBG History

- CDBG is a grant from the Housing and Urban Development Agency to support low-to-moderate income residents through specific allowable activities; these projects usually support LMI housing but can include public facility improvements and public service projects.
- The City first became eligible to receive funds in 2007 and has had two successful 5-Year Plans to date (\$2,990,964) with \$24,765,490 in leveraged dollars.



Selecting Activities Each Year

- Activities must meet a National Objective (*1. Benefit to low-and-moderate income (LMI) persons, or 2. Aid in the prevention of slum and blight, or 3. Meet an urgent need*) and be a HUD approved activity
- Activities must meet Annual Action Plan and Consolidated Plan Goals
- When choosing activities to fund, the City must consider capacity of staffing, size of community and amount of allocation, and capacity of sub-recipient organizations



CDBG Key Term

- **LMI: Low-to-Moderate Income: HUD designation of a households whose total earnings are based on 30%, 50%, and 80% of the yearly area median income.**
 - **HUD's 2018 Median Income determination for Kootenai County: \$62,900**
 - **LMI Example for 2018: For a household size of 2, 30% of LMI household income is < \$16,460, 50% is <\$25,200, and 80% is <\$40,250**



2017 Goals

- **Goal 1: Increase the supply of for-sale housing at prices affordable to the City's low and moderate income workers.**
- **Goal 2: Increase the supply of rental housing affordable to the City's extremely low-income renters and residents with special needs, including persons who are homeless.**
- **Goal 3: Improve the City's sidewalks to make them more accessible to persons with disabilities.**
- **Goal 4: Continue with neighborhood revitalization efforts to improve the condition of housing in low income areas.**
- **Goal 5: Expand higher-paying employment opportunities for the residents of Coeur d'Alene through economic development.**
- **Goal 6: Offer Public Service Program assistance to service organizations supporting low and moderate income residents of Coeur d'Alene.**



2017 Goal Successes and Highlights

- All projects and activities for Plan Years 2017 progressed as anticipated.
- Three goals that did not receive funding were increase of for sale affordable housing, ADA sidewalks installation/repair, and economic development. Staff continues to look for partners to meet those goals.



Plan Year 2017 Project Funding	Plan Year 2017 Project Status	2017 Projects
\$3,000.00	Grant expenditure in progress	Lake City Center's Meals on Wheels Non-Competitive Grant
\$14,600.00	Planning in process to expend funds for summer of 2018 project; 4-6 month timeline	Sidewalk Accessibility/Repairs in LMI census tract locations
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Total Grant: \$301,850	Total Awarded: \$225,684.04	Total still available in projects: \$76,165.96 (Sidewalk fund \$14,600 & Remaining EMRAP fund \$61,565.96)



2017 Community Opportunity Grants

- **Trinity Group Homes, Inc. (\$21,333.00):** Flooring improvements to a newly acquired transitional housing 16-unit group home for adults with severe and persistent mental illness.
- **Safe Passage (\$25,028):** Women's shelter rehabilitation including new roof and electrical upgrades.
- **Children's Village, Inc. (\$24,252.80):** Public service to fund two part-time employee positions supporting the expansion of on-site youth counseling program.
- **Commonwealth Agency, Inc. (\$17,856.20):** Public service activities supporting LMI seniors including senior safety and health education classes, tenant-landlord counseling, age-in-place temporary rental assistance.



2017 EMRAP

- **21 Homes rehabilitated through the Emergency Minor Home Repair Program (EMRAP) during Plan Year 2017**
 - Heating Systems
 - Roofs
 - ADA Bathroom updates
 - Electrical/plumbing



Lake City Center Grant \$3,000

- **Meals on Wheels is a home-delivered meals program for qualifying individuals 60 years of age or older who are frail or homebound by reason of illness or incapacitating disability.**
- **67+ Coeur d’Alene seniors served monthly**



2018 Annual Action Plan Revised Budget

2018 Annual Action Plan Project Funding (based on \$243,000 allocation)	2018 Annual Action Plan Revised Budget (based on \$318,476 allocation)	2018 Approved Projects
2% (\$5,000)	1.5% (\$5,000)	Lake City Center’s Meals on Wheels Non-Competitive Grant
6% (\$14,600.00)	4.5% (\$14,600)	Sidewalk Accessibility/Repairs
21% (\$50,000.00)	16% (\$50,000)	Emergency Minor Home Repairs and Accessibility Program (EMRAP)
51% (\$124,800)	60% (\$191,820)	Community Opportunity Grants (Includes Public Service Activities capped at 15% annual allocation)
20% (\$48,600.00)	18% (\$57,056)	Administration (Employee wages and benefits, advertising supplies and fees, brochures, training, travel--Subject to 20% cap of annual allocation budget)
\$243,000	\$318,476	



Action

- Take public comment
- Approve submittal of the City's 2017 CAPER and 2018 AAP Budget Revisions



**CITY COUNCIL
STAFF REPORT**

DATE: May 15, 2018

FROM Mike Gridley – City Attorney

SUBJECT: Declaration of intent to exchange real property with River’s Edge Apartments, LLC (a/k/a Atlas Mill Development Corp.)

=====

DECISION POINT:

Does the City Council want to declare its intent to exchange real property owned by the City for real property owned by River’s Edge Apartments, LLC, (also known as Atlas Mill Development Corp.)?

HISTORY:

The City owns a 3.7 acre portion of the former BNSF right of way that bisects property owned by River’s Edge Apartments, LLC (RE). RE (also known as Atlas Mill Development Corp.) owns a 3.8 acre triangle shaped piece of property that fronts on Seltice Way and is adjacent to the Atlas Mill Waterfront property that the City owns. The City and RE are proposing to exchange these properties for the mutual benefit of each party. The properties are similar in size and value. The ultimate exchange will be governed by the terms of the Memorandum of Understanding between the parties. If the terms of the MOU are not met then either party can cancel the proposed land exchange. The exhibit to this staff report shows the properties that will be exchanged.

FINANCIAL ANALYSIS:

There is no financial cost to the city for this exchange. The real property owned by the City and RE are similar in size and value and the exchange is mutually beneficial to both parties.

PERFORMANCE ANALYSIS:

City Council must declare the City’s intent to convey the City’s property to RE in exchange for RE’s property and set a public hearing date. The conveyance/exchange of this land is beneficial to the overall development and use of each owner’s property.

DECISION POINT/RECOMMENDATION:

City Council should declare the City’s intent to convey approximately 3.7 acres of the City owned former BNSF right of way to RE in exchange for RE’s approximately 3.8 acre triangle-shaped property on Seltice Way and set a public hearing date for June 5, 2018 for further consideration of the conveyance/exchange.

RESOLUTION NO. 18-033

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN EXCHANGE OF REAL PROPERTY WITH RIVER'S EDGE APARTMENTS, LLC, (A/K/A ATLAS MILL DEVELOPMENT CORP.), PURSUANT TO THE INTENT TO EXCHANGE APPROVED AT THE MAY 15, 2018, CITY COUNCIL MEETING.

WHEREAS, it is recommended that the City of Coeur d'Alene exchange a 3.7 acre parcel it owns, which is the former BNSF right-of-way that bisects property owned by River's Edge Apartments, LLC, for a 3.8 acre parcel owned by River's Edge Apartments, LLC, which is a triangular-shaped parcel fronting Seltice Way and adjacent to the Atlas Mill Waterfront property owned by the City, as shown on Exhibit "A" hereto, which parcels are of similar value; and

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

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City exchange a 3.7 acre parcel it owns, which is the former BNSF right-of-way that bisects property owned by River's Edge Apartments, LLC, for a 3.8 acre parcel owned by River's Edge Apartments, LLC, which is a triangular-shaped parcel fronting Seltice Way and adjacent to the Atlas Mill Waterfront property owned by the City, as shown on Exhibit "A" attached hereto and incorporated by reference, by means of appropriate deeds to be prepared, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify the deeds to the extent the substantive provisions of the Intent to Exchange remain intact.

BE IT FURTHER RESOLVED that the Mayor be and is hereby authorized to execute such deeds on behalf of the City.

DATED this 5th day of June, 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 _____

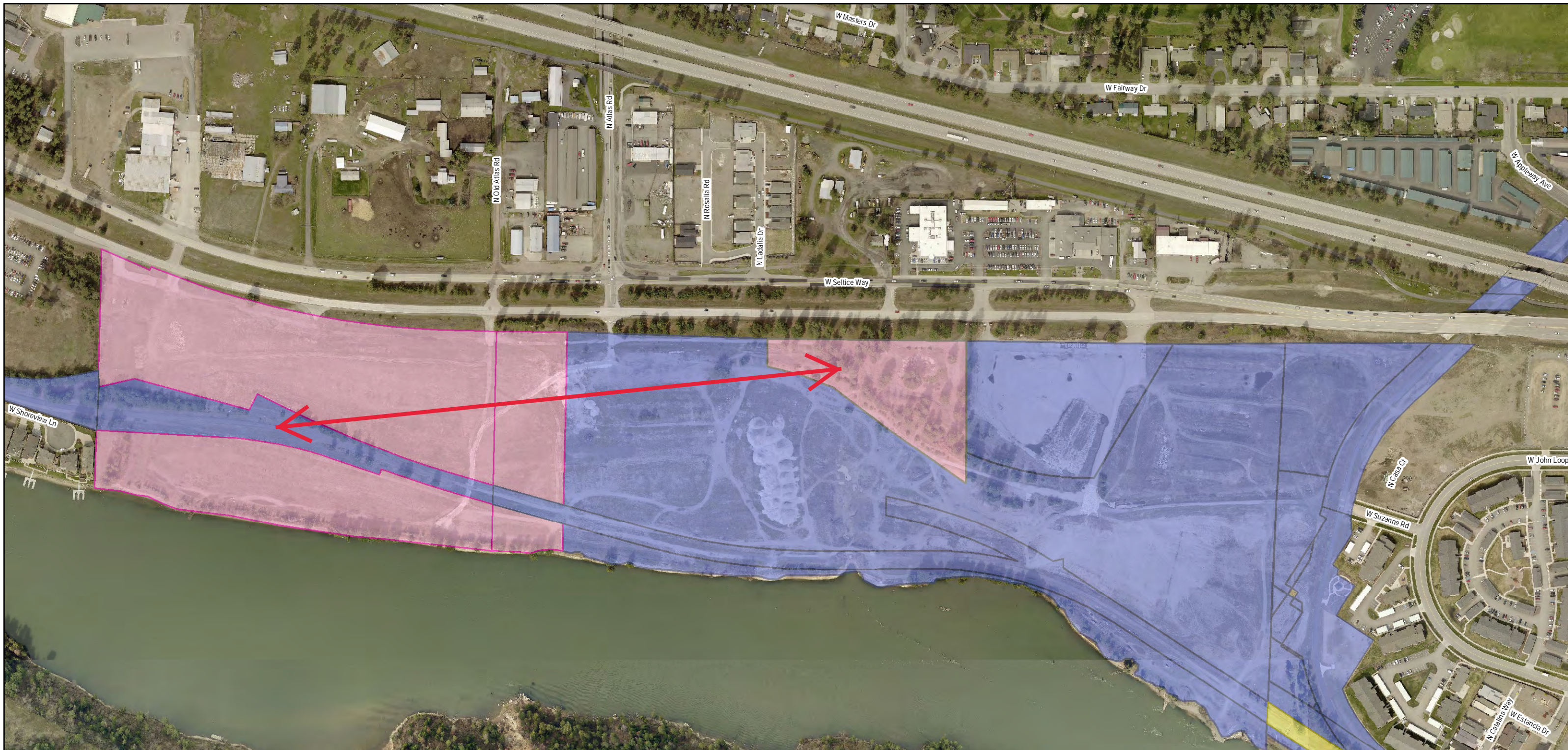
COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER ENGLISH Voted _____

COUNCIL MEMBER GOOKIN Voted _____

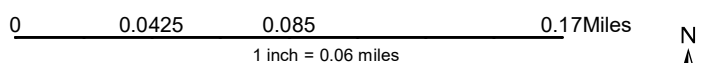
COUNCIL MEMBER EDINGER Voted _____

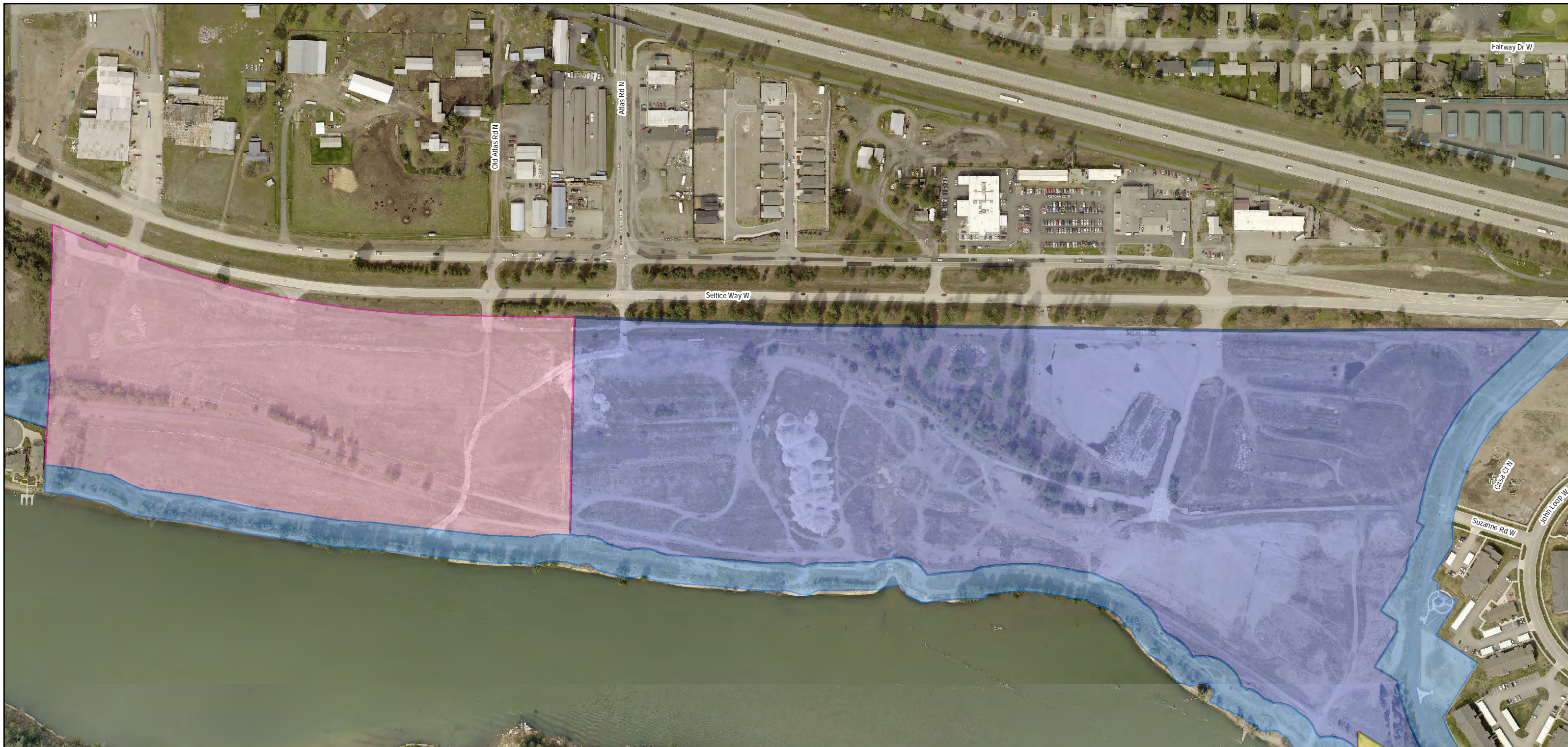
_____ was absent. Motion _____.



Current Properties

- ATLAS MILL DEV CORP
- CITY OF CDA □
- BAD AXE LLC
- RIVERS EDGE APTS
- CDA URD





Proposed Property Ownership Exchanged

- Bad Axe
- City of CDA
- CDA URD
- Rivers Edge

0 0.0375 0.075 0.15Miles
 1 inch = 0.05 miles



CITY OF COEUR D'ALENE
 MUNICIPAL SERVICES/GIS DIVISION

CITY HALL, 710 E. MULLAN
 COEUR D'ALENE, IDAHO 83816-3964
 208/769-2376 - FAX 208/769-2288

Created: 5/10/2018, - D. Frisbie, email: gis@cdaid.org