



Coeur d'Alene

CITY COUNCIL MEETING

February 17, 2009

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM
FEBRUARY 3, 2009**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room, February 3, 2009 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

INVOCATION was led by Pastor Paul Peabody, Grace Bible Church.

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

PUBLIC COMMENTS:

RFP FOR INDEPENDENCE POINT FOOD VENDING: Debbie Smith, 1113 N. 16th, inquired about the request for proposals regarding the Independence Point food vending service. She asked if Gordon Andrea will be given the opportunity to appeal the City's decision to terminate his lease. Doug Eastwood responded that tonight the Council is being asked to authorize staff to advertise for proposals. After the deadline for submittal, an Ad Hoc Committee will review the submitted proposals and make their recommendation to the Parks and Recreation Commission, then the General Services Committee, and then on to the full Council. It is anticipated that the award of lease will be brought to the full Council by April 7, 2009.

William Ney, 2340 W. Seltice Way, #332, Coeur d'Alene, Idaho, believes that the City has a pretty lousy idea of how to treat concessionaires by only allowing a one-year lease and expecting the food vendor to pay for all the equipment for that one-year contract. He believes that the agreement should be for at least five years.

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

1. Approval of minutes for January 20, 2009.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, February 9th at Noon and 4:00 p.m. respectively.
3. RESOLUTION 09-006: A RESOLUTION OF THE CITY OF COEUR D'ALENE,

KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING DECLARATION OF ZERO VALUE SURPLUS PROPERTY FROM FIRE DEPARTMENT; APPROVAL OF ADDENDUM NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH J-U-B ENGINEERS, INC .

4. Authorizing staff to advertise for Proposals for Food Vending Service at Independence Point.

STAFF COMMENTS: Doug Eastwood explained that the City had received several complaints regarding the existing vendor as well as some workers compensation issues and a report that the vendor had negotiated the Independence Point site as part of the sale of his business. With regard to Mr. Ney's comments regarding a one-year agreement, Mr. Eastwood noted it has been a normal practice for new vendors. Additionally, he noted that this site is located within the "Four Corners" project site which, if this project proceeds, could impact this site for vending. Councilman Kennedy asked if Mr. Andrea could submit an RFP. Mr. Eastwood said that he could.

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

COUNCIL ANNOUNCEMENTS:

COUNCILMAN KENNEDY: Councilman Kennedy thanked everyone involved in the success of the Special Olympics Torch Run last Thursday. He especially thanked Steve Anthony, Chief Gabriel and Chief Longo for their efforts in making this event such a memorable one.

COUNCILMAN BRUNING: Councilman Bruning updated the Council on the Warming Center, which averaged 20 people per night. He thanked the volunteers who worked there and also those who donated food. He thanked Chief Longo and the City Police Department for the assistance they provided the Idaho State Police during the evening this past week when the roads were so hazardous due to freezing rain. In regard to the Neider Avenue Project, St. Vincent DePaul has received two grants: A HUD 8-11 grant for a 15-unit apartment for people with chronic mental illness, and a HUD-202 grant for a 37-unit senior housing for low income seniors. He noted that construction on the 15-unit apartment complex is anticipated to begin in April.

COUNCILMAN KENNEDY: Councilman Kennedy announced that another meeting regarding the workforce housing project at Midtown has been set for February 5, 2009 at 7:00 p.m. in the City Hall Council Chambers. He noted that an IFHA representative will be at this meeting to answer questions and he encouraged anyone who is interested in this project to attend the meeting.

COUNCILMAN GOODLANDER: Councilman Goodlander reported that last week she attended AIC Day at the Capital in Boise where she met with Mr. Hunter who heads the Idaho Housing Administration and who express his enthusiasm for the Midtown project.

RE-APPOINTMENT – DESIGN REVIEW COMMISSION: Motion by Edinger, seconded by Kennedy to re-appoint Tom Messina to the Design Review Commission. Motion carried.

ADMINISTRATOR’S REPORT: Deputy City Administrator Jon Ingalls announced that a record number of youth have registered for grades K-2 basketball as well as 145 youth have registered for swimming lessons. He noted that the City’s utility bill has been changed and because of the collaborative efforts of the Finance and Municipal Services Department, the City can now scan the bar code and process utility bills in house which saves the City approximately \$2,400 a month. Mr. Ingalls announced that Arbor Day is April 24th and he will be providing more information of the planned activities at a later date. One of the activities is the annual Arbor Day Button Art Contest which is open to both middle and high school students. The deadline for this art contest is March 6th with a \$75 award and a t-shirt to the winner of the contest. Staff is in the planning stages of this year’s Parks Day Celebration. He announced that volunteers are needed for the celebration which will be held July 11, 2009 at Cherry Hill Park, Shaddock Park, and Canfield Mountain Natural Area Trail.

PRESENTATION - BENCHES FOR BUS STOPS INITIATIVE: Jon Ingalls, Deputy City Administrator, presented a request for council support for working on a “Benches for Bus Stops” initiative that would provide Citylink riders a place to sit while waiting for public transportation. He introduced Craig Wilcox, representing the Idaho Panhandle Kiwanis and Public Transportation Roundtable, who has been working with him. Mr. Ingalls presented a power point slide show regarding the Benches for Bus Stops Initiative. He said that ridership on Citylink is growing and they have heard that there is a strong desire to have some basic amenities installed, such as benches. He indicated that Mr. Wilcox has been working with Citylink, KMPO, the CDA Tribe, Disability Action Center, etc., and he has also presented information to the Post Falls City Council, Plummer, and the Lake City Development Corporation. The idea is that the benches would come from donors, with no cost to the city. Advertising would not be allowed on the benches pursuant to city’s Sign code, but a placard would be allowed with the business name only who donated funds for the bench. At this time, they are only looking to put benches at priority stops. Going forward over time they anticipate having benches, bus stops, and bus shelters. Mr. Wilcox noted that they are planning on beginning with 20 benches throughout the area. He noted that they have a local vendor who will produce the benches. Mr. Ingalls noted that in the near future, he will be bringing a Blanket (Master) Encroachment Agreement forward for Council approval.

Councilman Edinger asked who will be maintaining the benches. Mr. Wilcox responded that in order to maintain the benches the idea is to create an adopt-a-bench program which would have someone specific the City could go to; however, ultimately the maintenance of the benches would be up to the City. Councilman Hassell cautioned that whoever they get to maintain the benches would have realize that the benches are located throughout the County.

Mr. Wilcox noted that he would like to have the authorization to move ahead with this project. Councilman Goodlander asked if they are willing to abide by the City's current sign code. Jon Ingalls responded that the current code stipulates the size and information allowed on a donation placard.

Councilman Kennedy noted that the Public Works Committee had quite a lengthy discussion about selling advertising on the benches. He did complete some research and he believes that due to the community service nature of these benches, and to the extent that this is a pilot project, he would support advertising on the benches. Councilman Edinger noted that he would probably not be in favor of advertising but he is in favor of the donation placard.

ORDINANCE NO. 3352
COUNCIL BILL NO. 09-1004

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM LM (LIGHT MANUFACTURING) TO C-17 (COMMERCIAL AT 17 UNITS PER GROSS ACRE) AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/-1.03 ACRE PARCEL AT 4921 & 4971 DUNCAN DRIVE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Goodlander, seconded by Edinger to pass the first reading of Council Bill No. 09-1004.

Councilman Kennedy, Councilman Goodlander and Mayor Bloem disclosed that they have family members that attend Charter Academy.

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

Motion by Edinger, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 09-1004 by its having had one reading by title only.

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

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

The meeting adjourned at 6:55 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 09-007

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR THE 15TH STREET / HARRISON AVENUE TRAFFIC SIGNAL DESIGN, WITH HDR ENGINEERING, INC.

WHEREAS, it is recommended that the City of Coeur d'Alene enter into a Professional Services Agreement with HDR Engineering, Inc., for the 15th Street / Harrison Avenue Traffic Signal Design, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an Agreement with HDR Engineering, Inc., in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said 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 17th day of February, 2009.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____


COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**CITY COUNCIL
STAFF REPORT**

DATE: February 17, 2009
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Professional Services Agreement for the 15th Street and Harrison Avenue Signal Design Services**

DECISION POINT

Staff is requesting that the City Council approve the attached Professional Services Agreement with HDR Engineering, Inc. for the design of a traffic signal at the intersection of 15th Street and Harrison Avenue.

FINANCIAL ANALYSIS

This is a budgeted project in the 2008/09 fiscal year (Capital Projects Fund), with the total compensation in the agreement for the design services amounting to \$22,654.46.

PERFORMANCE ANALYSIS

The design services contract has a term of 120 days, and, the consultant will commence the design work upon the approval of the agreement. Commencement and completion of the signal installation would be anticipated before the end of the current year.

RECOMMENDATION

Approve the Professional Services Agreement and authorize the Mayor to execute the contract on behalf of the City.

PROFESSIONAL SERVICES AGREEMENT
between
CITY OF COEUR D'ALENE
and
HDR ENGINEERING
for
15th Street / Harrison Avenue Traffic Signal Design

THIS Agreement, made and entered into this _____ day of _____, 2009, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and HDR Engineering Inc., a Nebraska corporation, who is licensed to conduct business in the State of Idaho with offices at 412 E. Parkcenter Blvd, Suite 100, Boise, ID 83706-6659, with Larry Hoffman, Vice President, hereinafter referred to as the "Consultant,"

WITNESSETH:

Section 1. Definition. In this agreement:

- A. The term "City" means the city of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.
- B. The term "Consultant" means HDR Engineering, Inc., 412 E. Parkcenter Blvd, Suite 100, Boise, ID 83706-6659,
- C. The term "Mayor" means the mayor of the city of Coeur d'Alene or his authorized representative.

Section 2. Employment of Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

Section 3. Scope of Services.

- A. The Consultant shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A".
- B. Area Covered: The Consultant shall perform all the necessary services provided under this Agreement respecting the tasks set forth in the Scope of Services.

Section 4. Personnel.

- A. The Consultant represents that it has or will secure at its own expense all personnel required to perform its services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the services required hereunder will be performed by the Consultant or under his direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

C. The Consultant agrees to maintain Workmen's Compensation coverage on all employees, and will require Subconsultants to maintain such coverage, during the term of this Agreement as required by Idaho Code Section 72-101 through 72-806. Should the Consultant fail to maintain such insurance during the entire term hereof, the Consultant shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Consultant shall furnish to the City, prior to commencement of the work, evidence of current Worker's Compensation and Employee Liability coverages by means of a Certificate of Insurance.

Section 5. Time of Performance. The services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed within One Hundred Twenty (120) days thereafter. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the City shall pay the Consultant the total sum of Twenty Two Thousand Six Hundred Fifty Four Dollars and 46/100 (\$22,654.46).

B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties. The parties understand and agree that, except as otherwise provided in this Section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 7. Method and Time of Payment.

A. Partial payment shall be made on the third Tuesday of each calendar month, less five percent (5%). Requests for payment must be submitted to the City's Engineer prior to the second Monday of the month in which payment is desired.

B. Final payment will be made thirty (30) days after the completion of all work, approval of all work by the City, and upon receipt of a billing submitted to the City. Said billing shall reflect the total work performed and approved, prior payments made and total retainage withheld.

Section 8. Termination of Agreement for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Prior to termination note, the City shall give Consultant no less than ten (10) working days to cure any deficiencies or violations to the satisfaction of the City. If after the ten (10) business days the Consultant has not cured to the satisfaction of the City, such termination will be effective per this Section 8 of the agreement. In that event, all finished or unfinished documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 9. Termination for Convenience of City. The City may terminate this Agreement at any time by giving thirty (30) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 8 above shall, at the option of the City, become its property.

Section 10. Modifications. The City may, from time to time, require modifications in the scope of services of the Consultant to be performed under this Agreement by mutual agreement with the Consultant. The type and extent of such services cannot be determined at this time; however, the Consultant agrees to do such work as ordered in writing by the City, and the City agrees to compensate the Consultant for such work accomplished by written amendment to this Agreement.

Section 11. Equal Employment Opportunity.

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subconsultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require.

Section 12. Interest of Members of City and Others. No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 13. Assignability.

A. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

B. The Consultant shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

Section 14. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

Section 15. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

Section 16. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. However, the City agrees that such reports, data or other materials prepared or provided by the Consultant under this Agreement are intended for the purposes of this Agreement and are unsuitable for any other purpose or project. City agrees to release Consultant from all liability or legal exposure due to the City's reuse or modification of such data, reports or materials without the verification by Consultant.

Section 17. Audits and Inspection. This Agreement anticipates an audit by the city of Coeur d'Alene, and infrequent or occasional review of Consultant's documents by City staff. During normal business hours, there shall be made available for examination all of the Consultant's records with respect to all matters covered by this Agreement and will permit representatives of the City to examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoiced materials, payrolls, records, or personnel conditions of employment, and other data relating to all matters covered by this Agreement.

Section 18. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

Section 19. Non-Waiver. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

Section 20. Permits, Laws and Taxes. The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement. All actions taken by the Consultant under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

Section 21. Relationship of the Parties. The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

Section 22. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 23. City Held Harmless.

A. The Consultant shall save, hold harmless, indemnify, and defend the City, its officers, agents and employees from any liability to the extent arising out of breach of Contract, negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from Consultant's performance of this Agreement in any way whatsoever.

B. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents, and employees from and against any and all damages or liability to the extent arising out of the Consultant's wrongful or negligent acts, errors, and omissions, including reasonable costs and expenses for all legal actions claims of any character resulting from injuries or damages sustained by persons or property arising from Consultant's professional performance of this Agreement.

Section 24. Notification. Any notice under this Agreement may be served upon the Consultant or the City by mail at the address provided in Section 1 hereof.

Section 25. Special Conditions. Standard of Performance and Insurance.

A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insured's in the amount of at least \$500,000.00 for property damage 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 those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code.

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Professional Liability Insurance in at least the amount of five hundred thousand dollars (\$500,000.00). The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. The Consultant shall obtain and maintain auto liability insurance in the amount of \$500,000.00 for the duration of the project.

D. Prior to work under this Agreement, the Consultant shall furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide cancellation notice information that assures at least thirty (30) days written notice to the City prior to cancellation of the policy for any reason.

IN WITNESS WHEREOF, this Agreement executed the day and year first written above.

CITY OF COEUR D'ALENE

HDR ENGINEERING

Sandi Bloem, Mayor

By: 
Larry Hoffman, Vice President

ATTEST:

Susan K. Weathers, City Clerk



HDR Engineering - Detailed Scope of Work
Project Name: Traffic Signal at 15th and Harrison
City of Coeur d'Alene, Idaho

I. ASSUMPTIONS

- The proposed traffic signal at 15th St. and Harrison Ave. is under the jurisdiction of the City of Coeur d'Alene and will be designed to ITD standards.
- The traffic signal design will be performed in MicroStation.
- No traffic counts or traffic analysis will be required other than what is outlined below.
- No specifications or opinion of probable construction cost will be provided.
- Any identification and/or acquisition of new right-of-way will be done by the City.
- The design will eliminate a minimum of 150' of parking on both legs of each street.
- No design of striping, marking or delineation will be provided other than what will be shown on the traffic signal sheet.
- The traffic signal will be designed based on a Peek LMD 9200 traffic signal controller. The design will include video detection and emergency vehicle pre-emption. The design will not include loop detectors in the pavement or any type of traffic signal interconnection.
- No utility coordination other than outlined below. The City is responsible for all coordination with any existing utilities that will need to be adjusted or removed as a result of the signal construction
- A project design duration of 3 months was assumed for determining the hours necessary for project management and administration.

II. SCOPE OF SERVICES

Task 1.0 Project Management and Preliminary Design Meeting

Subtask 1.1 Project Management

HDR shall provide monthly invoices and progress reports for the work performed on this project. The scope of work includes sub-consultant management of one sub-consultant, Taylor Engineering.

Subtask 1.2 Preliminary Design Meeting

HDR shall prepare for and attend one meeting with the City of Coeur d'Alene to discuss project related technical issues, such as

- Traffic controller
- Vehicular and pedestrian detection
- Preferences on minimum and maximum cycle lengths, clearance intervals, and pedestrian clearance times.
- Any other signal specific details required by the City.

Deliverables

List of Design Criteria – 1 copy, electronic by email

Task 2.0 Data Collection

Subtask 2.1 Obtain Existing Data

The scope of work assumes the City will provide the Consultant with the following information:

- All available traffic count information, including peak hour traffic volumes, average daily traffic (ADT) volumes, turning movement counts and vehicle classification counts.
- Hardcopies of all existing right-of-way and easement information in the vicinity of the intersection.

Subtask 2.2 Boundary Location and Topographic Survey and Base Map (Taylor):

1. Provide topographic survey with site contours of subject location. Survey limits will be 150' North, South, East and West of the subject intersection to the existing Right of Way.
2. Horizontal and Vertical control will be per City of Coeur d'Alene grad map NAD83, 1992 adjustments and City bench marks.
3. Boundary Calculations will be computed from existing found monuments and existing surveys recorded in Kootenai County. There will be no attempt to show existing easements or encroachment of said intersection. Setting property corners is NOT included in this scope of work.
4. Provide an exhibit at an appropriate scale depicting the existing structures in relationship to the calculated boundary, spot elevations and the site benchmark. Record of survey is NOT included in this scope of work.

Task 3.0 Traffic Analysis

Subtask 3.1 Perform Intersection Analysis

Review turning movement counts provided by the City to determine optimum lane configurations and turn pocket lengths. No traffic software will be used for this analysis. A maximum two (2) page memo discussing the recommendation will be provided.

Subtask 3.2 Prepare Striping Plan

Prepare a striping plan for the intersection to include turn pocket lengths, lane lines, stop bars and crosswalks for the recommended design. The proposed striping will be shown on the signal plan sheet.

Deliverables

Intersection Analysis – 1 copy, electronic by email

Striping Plan – 1 copy, electronic by email

Task 4.0 Traffic Signal Design

Subtask 4.1 Utility Coordination

HDR shall contact the utility companies to determine the location of underground utilities. Any conflicts with the proposed work shall be identified to the City for relocation coordination. HDR will identify the proposed service location for the new traffic signal.

Subtask 4.2 Preliminary Plans:

Prepare signal plans, wiring diagrams and details, along with supporting design calculations. This task includes one (1) design review meeting with the City

Format for plans will be ink on mylar or equivalent, on the City of Coeur d'Alene title/border, 22-inch x 34-inch size sheets. A total of eight (8) drawings are anticipated and will be based on the following sheet breakdown and descriptions:

1. **Phase Diagram and Signal Plan Legend Sheet** (1 Sheet, 1"=20')
Proposed intersection operation and emergency vehicle preemption operation diagrams and legend for the signal plan.
2. **Signal Plan Sheet** (1 Sheet, 1"=20')
Layout sheet of proposed signal improvements.
3. **Detection Wiring Plan** (1 Sheet, NTS)
Wiring layout of proposed signal detection system.
4. **Detection Zone Plan**, (1 Sheet, 1"=40')
Show proposed layout of video detection zones.
5. **Pole Information** (1 Sheet, NTS)
Provide signal equipment placements on signal mast-arms and poles.
6. **Materials and Quantities Summary Sheet** (1 Sheet, NTS)
7. **Conduit Plan** (1 Sheet, NTS)
Show proposed layout of conduit and junction boxes.
8. **Intersection Design (Taylor)**
 - Provide one Engineering Drawing of revised intersection. All work to be shown on a single plan sheet indicating curb return revisions and grades, sidewalk revisions, handicap accessibility ramps and existing ROW.
 - Utility work to be shown on the plan included storm drainage extensions and new inlets with grades and inverts, relocation of surface utilities such as fire hydrants and water meter boxes.

Subtask 4.3 Final Plans:

Prepare final construction plans based on the City's review comments. HDR will include a response to the City's comments in a spreadsheet format.

Subtask 4.4 Quality Assurance and Quality Control

Quality control includes senior engineer reviews. HDR will conduct an internal quality assurance program prior to the submittal of the construction plans. This task will supplement the continuous quality assurance program by conducting a detailed review of the project's plans for constructability and consistency.

Deliverables

Preliminary Plans:

- 4 half-size plan copies, on bond, stapled
- 1 full size plan copies (if requested), on bond, stapled
- Plans available in PDF format electronically on CD.

Final Plans:

- 1 full size plan original mylars signed and sealed by Engineer
- 1 copy of spreadsheet of responses to City comments
- 3 half-size plan copies, on bond, stapled
- 1 full size plan copies (if requested), on bond, stapled
- Plans available in PDF format electronically on CD .

Project Cost Summary

CONSULTANT NAME: HDR Engineering
PROJECT NAME: 15th/Harrison Traffic Signal

A. SUMMARY ESTIMATED LABOR COSTS

		Days		Hours	Hourly Rate		Raw Labor Cost
1	Project Principal	0.25	=	2	@	\$204.60	\$ 409.20
2	Project Manager	2.38	=	19	@	\$143.22	\$ 2,721.18
3	QA/QC Traffic Engineer	0.50	=	4	@	\$186.00	\$ 744.00
4	Traffic Engineer	14.25	=	114	@	\$93.00	\$ 10,602.00
6	Accountant	0.50	=	4	@	\$100.44	\$ 401.76
7	Clerical	0.25	=	2	@	\$65.41	\$ 130.82
Total Hours				145			
TOTAL LABOR COST							\$15,008.96

B. OUT-OF-POCKET EXPENSES SUMMARY

REPRODUCTION

Black and White prints and copies	<u>Pages</u>					
8.5" x 11"	50	@	\$0.06 / Page	\$	3.00	
11" x 17"	25	@	\$0.12 / Page	\$	3.00	
Plan Plots						
Full size plots (22 x 34)	<u>Sets</u>	<u>Shts/ Set</u>		<u>Extended</u>		
Preliminary and Final	2	8		16		
	@ \$3.00 / Sheet			16	\$	48.00
Full size plots (22 x 34)	<u>Sets</u>	<u>Shts/ Set</u>		<u>Extended</u>		
Final (Mylar)	1	8		8		
	@ \$6.00 / Sheet			8	\$	48.00
Half-size plots (11 x 17)	<u>Sets</u>	<u>Shts/ Set</u>		<u>Extended</u>		
Preliminary and Final	7	8		56		
	@ \$0.12 / Sheet			56	\$	7.00
TOTAL REPRODUCTION					\$	109.00
Technology Charge (Computers)	145 @ \$ 3.70			\$	536.50	
TOTAL ESTIMATED EXPENSES					\$	645.50

C. SUBCONSULTANTS

Taylor Engineering			\$ 7,000.00
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PROJECT TOTAL COST \$ 22,654.46

Project Name: 15th/Harrison Traffic Signal

Person-Hour Estimate - TOTAL PROJECT

TASK #	TASK DESCRIPTION	TOTAL	Project Principal	Project Manager	QA/QC Traffic Engineer	Traffic Engineer	Accountant	Clerical
1	Project Mgmt and Pre Design Mtg	22	2	11		3	4	2
1.1	Project Management	20	2	10		2	4	2
1.2	Preliminary Design Meeting	2		1		1		
2	Data Collection	5				5		
2.1	Obtain Existing Data	4				4		
2.2	Intersection Survey and Base Map	1				1		
3	Traffic Analysis	18		2		16		
3.1	Perform Intersection Analysis	9		1		8		
3.2	Provide Channelization Plan	9		1		8		
4	Traffic Signal Design	100		6	4	90		
4.1	Utility Coordination	5				5		
4.2	Preliminary Plans	79		4		75		
4.3	Final Plans	12		2		10		
4.4	Quality Assurance and Quality Control	4			4			
			Project Principal	Project Manager	QA/QC Traffic Engineer	Traffic Engineer	Accountant	Clerical
TOTAL		145	2	19	4	114	4	2

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: February 9, 2009
FROM: David E. Shults, Capital Program Manager *DES*
SUBJECT: Specifications for Installation of WWTP Phase 5A Ammonia Control Improvements

=====

DECISION POINTS:

The City Council is requested to approve the specifications for contractor installation of WWTP Phase 5A ammonia control improvements, and to authorize advertisements to solicit bids.

HISTORY:

The City's existing treatment plant was not initially designed to treat for ammonia because the discharge permit at the time of initial design did not require ammonia control. The EPA discharge permit now regulates the amount that can exit the plant. Although some ammonia control exists, it is becoming increasingly more difficult to achieve. Future Phase 5C plant improvements are planned to meet new phosphorus discharge restrictions, and these same improvements will also control ammonia. The City's wastewater engineering consultant, HDR Engineering, has recommended several interim ammonia control process improvements that will assist the treatment plant in meeting the existing discharge permit limit until future Phase 5C can be constructed in approximately seven years. The interim measures include retrofit of existing tanks with ammonia control modules designed to improve biological breakdown of ammonia. Another measure includes use of a new type of sludge thickener that improves performance of many of the interrelated processes and will reduce the amount of ammonia requiring treatment. Prepurchase of additional ammonia control modules and rotary screen thickener by the wastewater utility are already underway to allow earliest installation and use during next summer's permit period of required ammonia control. HDR has now completed the installation and construction specifications for these facilities, which are now available for solicitation of contractor bids.

FINANCIAL ANALYSIS:

<u>Cost Estimate for Phase 5A Ammonia Control Improvements</u>	
Engineering	158,951
Prepurchase of Rotary Screen Thickener	58,741
Prepurchase of Additional Entex Modules	246,901
Prepurchase of Volgelsang Pump	11,343
Contractor Installation & Construction	<u>197,000</u>
	Subtotal 672,936
	<u>Contingency 5%</u> 33,647
	Total 706,583

Funding: The current city financial plan anticipates \$4.5 million expenditure for Phase 5A design and construction.

DISCUSSION:

Until completion of the future Phase 5C liquid stream advanced treatment improvements, the treatment plant requires earlier measures to control ammonia to acceptable levels. Several different measures are planned in Phase 5A, all of which are needed as soon as possible. Approval of the specifications for installation of the City's prepurchased equipment and authorization to advertise for bids will lead to operation of these new facilities by the summer of 2009.

DECISION POINT/RECOMMENDATION:

The City Council is requested to approve the specifications for contractor installation of WWTP Phase 5A ammonia control improvements, and to authorize advertisements to solicit bids.

des1281

DATE: FEBRUARY 11, 2009
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: MARCH 17, 2009

Mayor Bloem,

The Planning Department has forwarded the following item to the City Council for scheduling of a public hearing. In keeping with state law and Council policy, the Council will set the date of the public hearing upon receipt of recommendation.

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
ZC-1-09	Requested Appeal Zone change from R-8 to C-17 Applicant: Chris Cheeley Location: SW corner of Hwy 95 and Hanley Avenue	Recommended Denial	Quasi-Judicial
A-7-08	Proposed annexation from County Restricted Rural to City R-3 Applicant: Steven Meyer Location: 1130 E. Skyline Drive	Recommended Approval	Quasi-Judicial

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **MARCH 17, 2009.**

JS:ss

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 11-3-08
Department Name / Employee Name / Date
Request made by: Edith Tilman 253-314-7061
Name / Phone
825 13th St. Payallup WA 98372
Address

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

Niche(s): _____
Lot(s): 169, _____, _____, _____, _____, _____. Block: C 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* Niece + POA

*If "executor" or "other", affidaviats of authorization must be attached.
Title transfer fee (\$ N/A) attached**.
**Request will not be processed without receipt of fee. Cashier Receipt No.: _____

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.
Vonnie 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:
JESSE OVERHOLT
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 400 per lot.
RDE 11/2, 08
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. [Signature] 11-20-08
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.
Susan K Weathers 2-11-09
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.

ANNOUNCEMENTS

Memo to Council

DATE: February 10, 2009

RE: Appointments to Boards/Commissions/Committees

The following appointment and re-appointment are presented for your consideration for the February 17th Council Meeting:

VIRGINIA TATE (Appointment)

PARKS & RECREATION COMMISSION

THOMAS GEORGE (Reappointment)

PARKING COMMISSION

Copies of the data sheets are in front of your mailboxes.

Sincerely,

Amy Ferguson

Executive Assistant

cc: Susan Weathers, Municipal Services Director
Doug Eastwood, Parks & Recreation Commission Liaison
Amy Ferguson, Parking Commission Liaison

OTHER COMMITTEE MINUTES
(Requiring Council Action)

February 9, 2009
**GENERAL SERVICES COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Deanna Goodlander, Chairperson
Ron Edinger
John Bruning

CITIZENS PRESENT

Vince Caruso, Caruso's Deli

STAFF PRESENT

Karen Haskew, Urban Forester
Warren Wilson, Deputy City Attorney
Susan Weathers, City Clerk
Wendy Gabriel, City Administrator
Troy Tymesen, Finance Director

**Item 1. Urban Forester Update / Tree Care Standards.
(Resolution No. 09-008)**

Karen Haskew stated that the Urban Forestry Committee has recommended the adoption of the current form of the following documents as the City standard for those tree care activities:

- Community Canopy tree planting details for Bare Root, B&B, and Container trees
- ANSI A300 Part 2 – Fertilization Standard Practices (Revised 2004)
- ANSI A300 Part 3 – Supplemental Support Systems Standard Practices (Revised 2006)
- ANSI A300 Part 4 – Lightning Protection Systems Standard Practices (Revised 2008)

Ms. Haskew went on to report that the City's standards for the care and maintenance of public trees was originally set in 1985 as "the standards developed by the National Arborist Association." In 1997 the ordinance was changed to designate the national ANSI A300 standards for pruning trees & shrubs, the publication "Planting Trees for Communities" for tree planting standards, and retaining the original "National Arborist Association standards for remaining tree care operations." The publication "Planting Trees for Communities" (1993) is no longer in print. This, plus the increased information about the importance of proper planting depth, pointed out the need of an update in planting standards. Community Canopy (CC), the tree care education program of the cities of Coeur d'Alene, Hayden, Post Falls, and Spokane County Conservation District, developed a series of planting details for bare-root, container, and B&B trees in 2008. CC sought and received input from landscape architects, nurseries, landscape contractors, and community forestry committees/boards. The objective was to arrive at planting details adoptable by all CC communities. At their October 2008 meeting, the Urban Forestry Committee recommended the adoption of the new CC standards. The National Arborist Association (NAA) has since been reorganized and is now the Tree Care Industry Association (TCIA). TCIA does not have a publication of its own standards; instead working with related organizations to update the ANSI national standards. The NAA standards currently used as City standards for fertilizing, cabling & bracing & guying, and lightning protection are a 1970 version. At their January 2009 meeting, the Urban Forestry Committee recommended the adoption of current ANSI standards for fertilization, support systems, and lightning protection.

MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council adopt Resolution No. 09-008 adopting the Tree Care Standard Practices and direct staff to prepare the necessary code amendments.

Item 2. Council Bill No. 09-1005 / Amendments to Limits of Sale for Beer License.
(Council Bill No. 09-1005)

Councilman Goodlander reported that on January 13th, Mr. Caruso met with Warren Wilson, Susan Weathers and herself to research how his type of eating establishment, as well as other deli's within the city, could serve alcoholic beverages with meals.

Warren Wilson stated that the issue is that currently only eating establishments that have a Class 1 hood may serve alcoholic beverages to be consumed on premise whose operation is located within 600' of any R-1, R-3, R-5, R-8 or R-12. In December, Vince Caruso from Caruso's Deli requested that the City consider an amendment to the current regulations to allow eating establishments such as his operation to serve alcoholic beverages along with the meals they serve. Although Mr. Caruso's operation is that of an eating establishment, his menu does not require that he have a Class 1 hood and his operation is located within 600' of a residential zone. The proposed Council Bill proposes allowing the on-premise consumption of alcoholic beverages at "limited service" eating establishments who do not have a Class 1 hood but close for business daily no later than 9:00 p.m.

Councilman Edinger asked if this code amendment would 'open a can of worms'. Mr. Wilson responded, no. He believes the definition is still pretty restrictive. He doesn't believe a potential bar would try to claim they are an eating establishment due to the 9 p.m. closing restriction. This amendment also excludes fast-food and drive-in eating facilities. Susan Weathers agreed with Mr. Wilson's comments.

Would the City Council approve the proposed amendments to the beer license regulations in order to allow the sale and consumption of beer/wine on premise under certain conditions as defined in M.C. Section 5.08.015 new section entitled "Limited Service".

Mr. Caruso stated that when they introduced the sale of beer at their Hayden and Post Falls deli their business increased approximately 15 – 20%. They currently close at 7 p.m. but may extend to 8 p.m. during the summer months. They have never had any trouble with patron's because of the sale of beer. Many patron's just enjoy a beer or two with their sandwich. The inability to sale beer at the Ironwood deli, he believes, has hurt their business.

MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council adopt Council Bill No. 09-1005 adding a definition for "limited Service" to allow for the on-premise consumption of alcoholic beverages with meals served at certain eating establishments.

The meeting adjourned at 12:18 p.m.

Respectfully submitted,

Juanita Van Cleave
Recording Secretary

URBAN FORESTRY COMMITTEE STAFF REPORT

DATE: February 9, 2009
FROM: Karen Haskew, Urban Forestry Coordinator
SUBJECT: Updating Tree Care Standards

DECISION POINT:

The Urban Forestry Committee has recommended the adoption of the current form of the following documents as the City standard for those tree care activities:

- Community Canopy tree planting details for Bare Root, B&B, and Container trees
 - ANSI A300 Part 2 – Fertilization Standard Practices (Revised 2004)
 - ANSI A300 Part 3 – Supplemental Support Systems Standard Practices (Revised 2006)
 - ANSI A300 Part 4 – Lightning Protection Systems Standard Practices (Revised 2008)
- (Standards available at Council Mailbox desk for Council review)

HISTORY:

The City's standards for the care and maintenance of public trees was originally set in 1985 as "the standards developed by the National Arborist Association". In 1997 the ordinance was changed to designate the national ANSI A300 standards for pruning trees & shrubs, the publication "Planting Trees for Communities" for tree planting standards, and retaining the original "National Arborist Association standards for remaining tree care operations.

The publication "Planting Trees for Communities" (1993) is no longer in print. This, plus the increased information about the importance of proper planting depth, pointed out the need of an update in planting standards. Community Canopy (CC), the tree care education program of the cities of Coeur d'Alene, Hayden, Post Falls, and Spokane County Conservation District, developed a series of planting details for bare-root, container, and B&B trees in 2008. CC sought and received input from landscape architects, nurseries, landscape contractors, and community forestry committees/boards. The objective was to arrive at planting details adoptable by all CC communities. At their October 2008 meeting, the Urban Forestry Committee recommended the adoption of the new CC standards.

The National Arborist Association (NAA) has since been reorganized and is now the Tree Care Industry Association (TCIA). TCIA does not have a publication of its own standards; instead working with related organizations to update the ANSI national standards. The NAA standards currently used as City standards for fertilizing, cabling & bracing & guying, and lightning protection are a 1970 version. At their January 2009 meeting, the Urban Forestry Committee recommended the adoption of current ANSI standards for fertilization, support systems, and lightning protection.

FINANCIAL ANALYSIS:

Licensed Tree Services are required to be familiar with City tree standards. To obtain their own copy of each printed ANSI standard (per "Part") costs from \$15 to \$20. The CC Tree Planting Details are available free of charge. The City of Coeur d'Alene will maintain a reference set of standards, available for review by the public, in the Parks Department office.

PERFORMANCE ANALYSIS:

Since people/companies that perform landscape design and installation work throughout the region, using the CC planting standards will assist designers and planters, who will not have to refer to different standards as they work in different communities. It will also be beneficial to the communities in being better able to promote uniform standards across the region. The CC details can be provided in written and electronic form, so that they can be easily incorporated into landscape design documents.

The updated ANSI standards have incorporated research results and innovations in supplies and equipment. Application of the updated standards will result in better care of trees. There is not an updated ANSI standard for spraying operations, and this standard will be lost in replacing the NAA document. However, this may be covered by state requirements for pesticide applicators.

QUALITY OF LIFE:

Trees add to the quality of life in communities. Healthy, growing trees provide the most environmental and aesthetic benefits. Proper care of trees can have big impacts on improving tree health and minimizing structural problems (decrease hazard).

DECISION POINT/RECOMMENDATION:

The Urban Forestry Committee has recommended the adoption of the current form of the following documents as the City standard for those tree care activities:

- Community Canopy tree planting details for Bare Root, B&B, and Container trees
- ANSI A300 Part 2 – Fertilization Standard Practices (Revised 2004)
- ANSI A300 Part 3 – Supplemental Support Systems Standard Practices (Revised 2006)
- ANSI A300 Part 4 – Lightning Protection Systems Standard Practices (Revised 2008)

RESOLUTION NO. 09-008

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, ADOPTING TREE PLANTING AND CARE STANDARDS FOR PUBLIC TREES AND SHRUBS AS AUTHORIZED BY MUNICIPAL CODE SECTION 12.26.025.

WHEREAS, the need for citywide standards regarding tree care activities has been deemed necessary by the City Council; and

WHEREAS, Municipal Code Section 12.36.025 authorizes the City Council to adopt standards by resolution; and

WHEREAS, the Urban Forestry Committee has proposed standards regarding these issues as described below, and the same were discussed at the General Services Committee meeting on February 9, 2007;

- *ANSI A300-1995 Tree, Shrub and Other Woody Plant Maintenance- Standard Practices.*
- *ANSI A300 (Part 2) – 2004, Tree, Shrub and Other Woody Plant Maintenance- Standard Practices (Fertilization).*
- *ANSI A300 (Part 3) – 2006, Tree, Shrub and Other Woody Plant Maintenance- Standard Practices (Supplemental Support Systems).*
- *ANSI A300 (Part 4) – 2008, Tree, Shrub and Other Woody Plant Maintenance- Standard Practices (Lightning Protection Systems).*
- Community Canopy Tree Detail for Bare-Root Planting – August 21, 2008 Version (Attached as Exhibit “A”).
- Community Canopy Tree Detail for Balled and Burlapped Planting – August 21, 2008 Version (Attached as Exhibit “B”).
- Community Canopy Tree Detail for Container Planting – August 21, 2008 Version (Attached as Exhibit “C”); and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the above referenced standards are hereby adopted to regulate the planting and care of public trees and shrubs within the City of Coeur d'Alene.

BE IT FURTHER RESOLVED, that the City Clerk and Urban Forester are hereby directed to maintain a copy of the adopted standards for public reference.

DATED this 17th day of February, 2009

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER HASSELL Voted _____

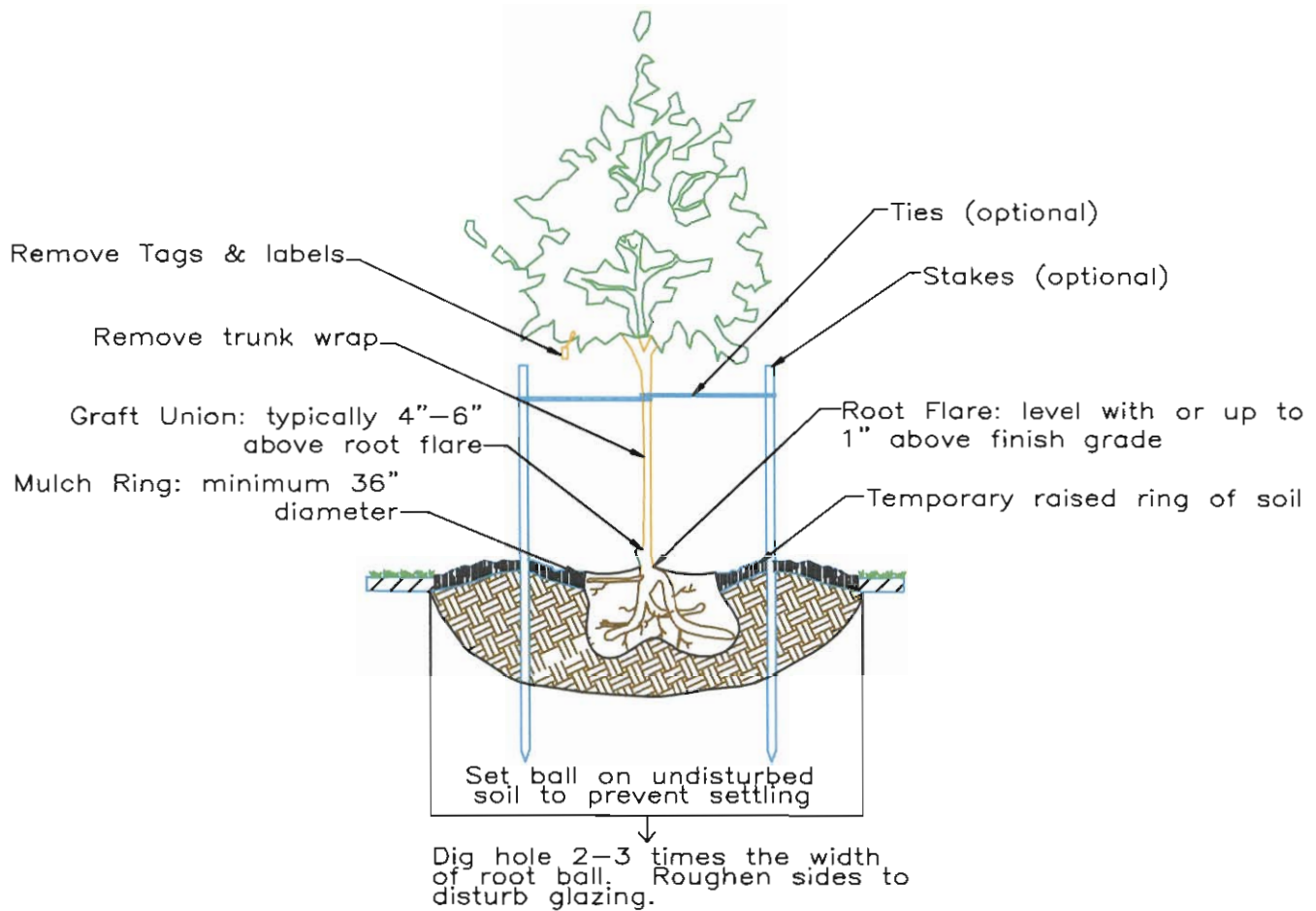
COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.



Planting Notes:

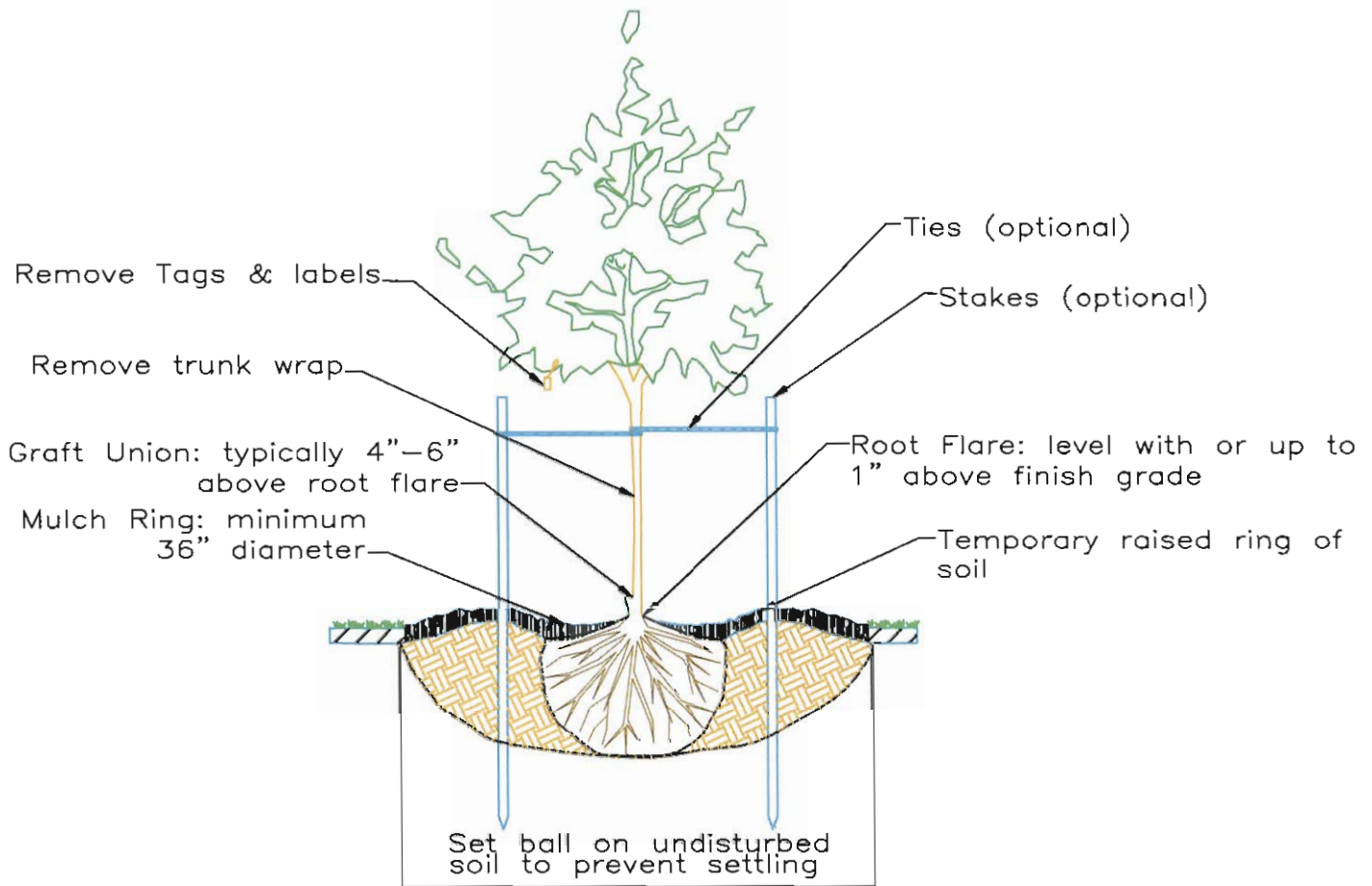
1. Plant materials must meet the minimum acceptable standard set by the American Association of Nurserymen's American Standard for Nursery Stock, ANSI Z60.1. Broken, damaged, diseased, or substandard stock are prohibited from being planted in the public rights-of-way and will be rejected.
2. Only Class I (small growing) trees are permitted to be planted under or within fifteen feet (15') of overhead utility lines.
3. Prune only broken or damaged branches.
4. Do not apply fertilizer at time of planting.
5. The root flare is the point where the topmost structural root emerges from the trunk. The depth of the root mass shall be measured from the root flare to the bottom of the lowest roots.
6. Plant with root flare level with or up to 1" above finish grade.
7. Remove all packing material from roots.
8. Straighten or cut and remove any circling roots. Build mound of soil to support center of tree. Spread roots over mound, extending radially from the trunk and distributing them evenly in the planting hole.
9. Backfill planting hole 2/3 full with existing soil, settle with water, continue to fill with soil, water again. Water thoroughly after installation to eliminate air pockets.
10. Construct a temporary raised ring of soil at edge of root zone to contain water. Remove or breach before winter.
11. Construct mulch ring with minimum 36" diameter of aged woody material to a depth of 2–4"; leave 3" bare ground between mulch and tree trunk.
12. Stakes and ties are optional. Use only if necessary for stability. Set stakes parallel to prevailing wind and outside of root zone. Ties must be wide (minimum 1") flexible belt-like strapping. Do not use rope or wire. Do not over-tighten around tree. Ties should be tight enough to support the tree while allowing it to sway. Remove stakes and ties within one year.
13. Trees benefit when irrigated separately from turf. Water new trees during summer months to a depth of 12"–18" once per week (about 5 gallons of water per caliper inch) for the first 3 growing seasons. During periods of drought, new trees may need more frequent watering.

BARE-ROOT PLANTING DETAIL

COMMUNITY CANOPY Adopted: August 21, 2008

Endorsed by: City of Coeur d'Alene, City of Post Falls, City of Hayden, Spokane County Conservation District





Dig hole 2-3 times the width of root ball. Roughen sides to disturb glazing.

Planting Notes:

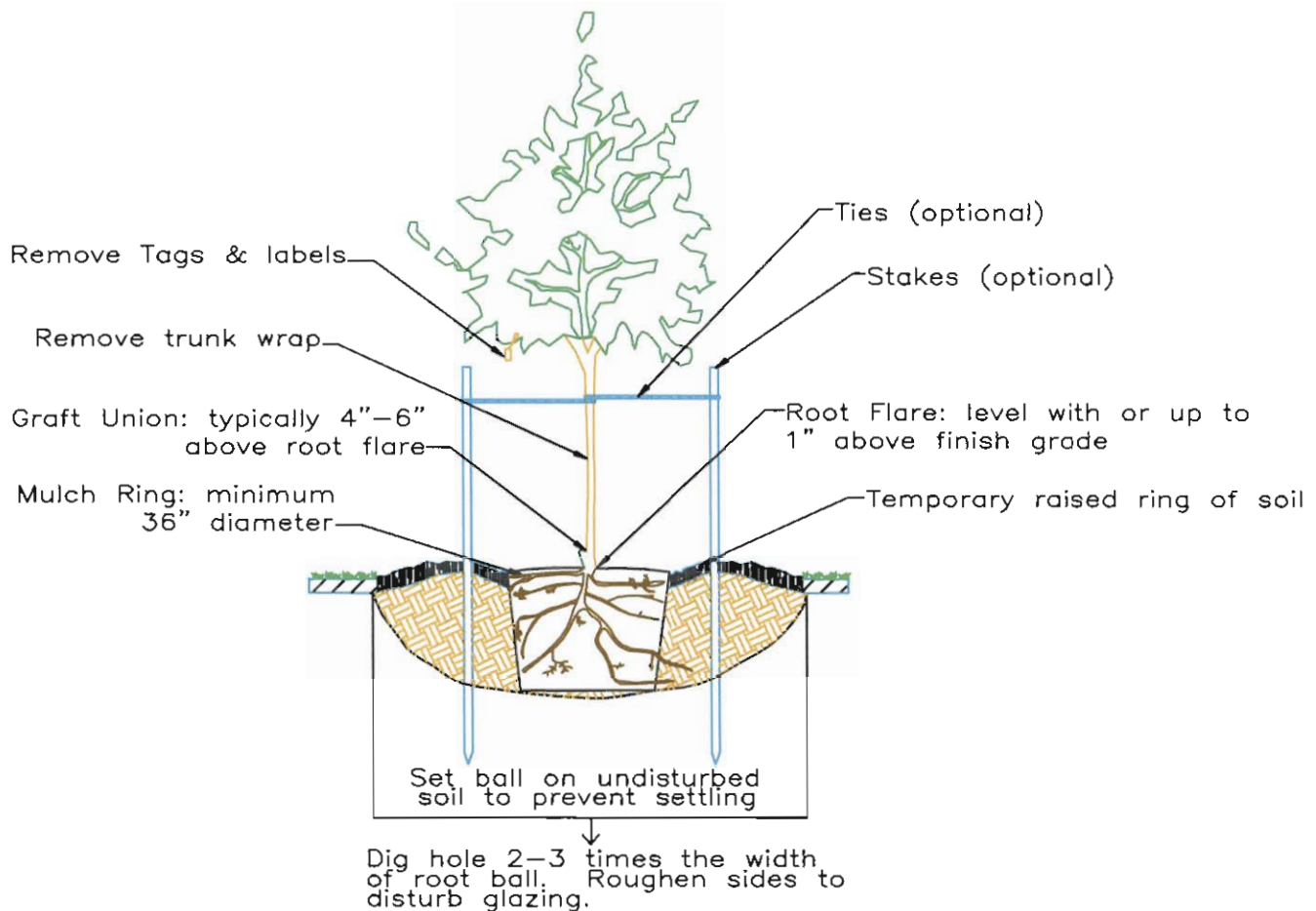
1. Plant materials must meet the minimum acceptable standard set by the American Association of Nurserymen's American Standard for Nursery Stock, ANSI Z60.1. Broken, damaged, diseased, or substandard stock are prohibited from being planted in the public rights-of-way and will be rejected.
2. Only Class I (small growing) trees are permitted to be planted under or within fifteen feet (15') of overhead utility lines.
3. Prune only broken or damaged branches.
4. Do not apply fertilizer at time of planting.
5. The root flare is the point where the topmost structural root emerges from the trunk. The depth of the root ball shall be measured from the root flare to the bottom of the ball. Handle B&B plants carefully when transferring to planting hole. Do not drop. Lift or carry by holding the root ball, not the trunk.
6. Remove any excess soil from top of root ball to expose the root flare. Plant with root flare level with or up to 1" above finish grade.
7. Remove all wire baskets and rope from root ball. Be careful to keep root ball intact.
8. Remove burlap from upper 1/2 (minimum) of the root ball and remove from planting hole.
9. Straighten or cut and remove any circling roots.
10. Backfill planting hole 2/3 full with existing soil, settle with water, continue to fill with soil, water again. Water thoroughly after installation to eliminate air pockets.
11. Construct a temporary raised ring of soil at edge of root ball to contain water. Remove or breach before winter.
12. Construct mulch ring with minimum 36" diameter of aged woody material to a depth of 2-4"; leave 3" bare ground between mulch and tree trunk.
13. Stakes and ties are optional. Use only if necessary for stability. Set stakes parallel to prevailing wind and outside of root ball. Ties must be wide (minimum 1") flexible belt-like strapping. Do not use rope or wire. Do not over-tighten around tree. Ties should be tight enough to support the tree while allowing it to sway. Remove stakes and ties within one year.
14. Trees benefit when irrigated separately from turf. Water new trees during summer months to a depth of 12"-18" once per week (about 5 gallons of water per caliper inch) for the first 3 growing seasons. During periods of drought, new trees may need more frequent watering.

Balled and Burlapped (B+B) Planting Detail

COMMUNITY CANOPY Adopted: August 21, 2008

Endorsed by: City of Coeur d'Alene, City of Post Falls, City of Hayden, Spokane County Conservation District





Planting Notes:

1. Plant materials must meet the minimum acceptable standard set by the American Association of Nurserymen's American Standard for Nursery Stock, ANSI Z60.1. Broken, damaged, diseased, or substandard stock are prohibited from being planted in the public rights-of-way and will be rejected.
2. Only Class I (small growing) trees are permitted to be planted under or within fifteen feet (15') of overhead utility lines.
3. Prune only broken or damaged branches.
4. Do not apply fertilizer at time of planting.
5. The root flare is the point where the topmost structural root emerges from the trunk. The depth of the root ball shall be measured from the root flare to the bottom of the ball.
6. Remove any excess soil from top of root ball to expose the root flare. Plant with root flare level with or up to 1" above finish grade.
7. Remove container from root ball.
8. Straighten or cut and remove any circling roots and scarify the edge of the root ball.
9. Backfill planting hole 2/3 full with existing soil, settle with water, continue to fill with soil, water again. Water thoroughly after installation to eliminate air pockets.
10. Construct a temporary raised ring of soil at edge of root ball to contain water. Remove or breach before winter.
11. Construct mulch ring with minimum 36" diameter of aged woody material to a depth of 2–4"; leave 3" bare ground between mulch and tree trunk.
12. Stakes and ties are optional. Use only if necessary for stability. Set stakes parallel to prevailing wind and outside of root ball. Ties must be wide (minimum 1") flexible belt-like strapping. Do not use rope or wire. Do not over-tighten around tree. Ties should be tight enough to support the tree while allowing it to sway. Remove stakes and ties within one year.
13. Trees benefit when irrigated separately from turf. Water new trees during summer months to a depth of 12"–18" once per week (about 5 gallons of water per caliper inch) for the first 3 growing seasons. During periods of drought, new trees may need more frequent watering.

CONTAINER PLANTING DETAIL

COMMUNITY CANOPY Adopted: August 21, 2008

Endorsed by: City of Coeur d'Alene, City of Post Falls, City of Hayden, Spokane County Conservation District



COUNCIL BILL NO. 09-1008
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 12.36.015 AND 12.36.025 TO REPEAL THE DEFINITION OF TREE STANDARDS AND TO AUTHORIZED THE CITY COUNCIL TO ADOPT TREE PLANTING, CARE AN MAINTENANCE STANDARDS BY RESOLUTION; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

SECTION 1. *Coeur d'Alene Municipal Code Section 12.36.015 is amended to read as follows:*

12.36.015: DEFINITIONS:

APPLICANT: A person who is applying for a license or permit as required by this Chapter.

BOLE: The trunk of a tree.

CONTROLLER: The owner of the private real property that abuts a right of way upon which a public tree or shrub is located.

CUTTING BACK: The same as drop crotch pruning.

DISEASED TREE: A tree or part thereof which has become blighted, defaced or has acquired a disease.

DROP CROTCH PRUNING: The reduction of tops, sides, under branches, or individual tree limbs to be undertaken as specified in National Arborist Standards.

LICENSEE: A person with a valid license as required by this Chapter.

PARK TREES: All public trees in public parks and in all areas owned by the City or to which the public has free access, but excluding those trees in the public right of way.

PERSON: An individual, firm, partnership, joint venture, association, nonprofit organization, corporation, estate, trust, receiver, City, County, special district, or any other group or combination acting as an entity, except that it shall not include the City of Coeur d'Alene.

PRIVATE TREE: A tree that is not a "public tree".

PRUNING: The removal of branches over one inch (1") in diameter.

PUBLIC RIGHT OF WAY: A portion of property reserved for public use, and accepted for such by the City Council, to provide circulation and travel to abutting properties, including, but not limited to, streets, alleys, sidewalks, provisions for public utilities, cut and fill slopes, and open public space.

PUBLIC TREE OR SHRUB: A tree or shrub that is situated in such a manner so that fifty one percent (51%) or more of the tree trunk or shrub base at ground level is on public property or public right of way.

REPLACEMENT TREE: A tree having a minimum caliper of one and one-quarter inch (1¹/₄").

ROOT BARRIER: A device designed to force roots downward in order to prevent surface root growth and reduce root damage to sidewalks, streets and curbs.

ROOT CONTROL PLANTER: A root barrier which completely surrounds the roots on all sides while leaving the top and bottom open and which functions to direct root growth in a downward direction.

SHRUB: A multiple stemmed, woody plant which is usually bushy in appearance and which does not exceed fifteen feet (15') in height at maturity.

STREET: That portion of public right of way which is improved, maintained and intended for use by vehicles to provide traffic circulation, primary access to abutting properties and parking. This definition includes all of the area typically located between curbs.

STREET TREES: All public trees located within the public right of way.

TOPPING: The severe cutting back of limbs within a tree's crown to such a degree that only stubs remain, or the removal of the top part (trunk and limbs) of a conifer tree, thereby removing the normal canopy.

TREE: A woody perennial plant usually having one main stem or trunk and many branches. It usually exceeds fifteen feet (15') in height at maturity.

TREE LAWN: That portion of the public right of way lying between the curb and private

property lines which is generally unpaved and planted with grass or other vegetation.

TREE SERVICE LICENSEE: A person who regularly or principally engages in pruning, topping, removing, spraying or planting trees or shrubs for a fee.

~~**TREE STANDARDS:** A set of specifications concerning the care and maintenance of trees published by the National Arborist Association as adopted by resolution of the City Council.~~

URBAN FORESTRY COMMITTEE: An advisory committee appointed by the Mayor to assist the City in the management of its urban forest.

URBAN FORESTRY COORDINATOR: A City staff member selected by the City Administrator to be responsible for coordinating requests to and recommendations from the Urban Forestry Committee, hereinafter referred to as "Coordinator". The Coordinator administers the Urban Forestry Ordinance and acts as an urban forestry decision maker in certain instances where public health, safety, or welfare would be negatively impacted by delay. (Ord. 2822 §1, 1997: Ord. 2285 §1, 1990: Ord. 2143 §2, 1988: Ord. 1878 §1(part), 1985)

SECTION 2. *Coeur d'Alene Municipal Code Section 12.36.025 is amended to read as follows:*

12.36.025: STANDARDS:

The city council will adopt, by resolution, mandatory standards governing planting, pruning, care and maintenance of public trees and shrubs. ~~Care and maintenance of public trees and shrubs shall be governed by the ANSI A300 standards for pruning trees and shrubs, the "Planting Trees for Communities Checklists for Success" for planting trees, and the National Arborist Association standards for guying tree, fertilizing shade and ornamental tree, lightning protection and installation systems, and spraying operations, as adopted by resolution of the Mayor and City Council.~~

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

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

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

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

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

APPROVED, ADOPTED and SIGNED this 17th day of February, 2009.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Chapter 12.36 Tree Care Standards

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 12.36.015 AND 12.36.025 TO REPEAL THE DEFINITION OF TREE STANDARDS AND TO AUTHORIZED THE CITY COUNCIL TO ADOPT TREE PLANTING, CARE AN MAINTENANCE STANDARDS BY RESOLUTION; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending Chapter 12.36 Tree Care Standards, 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 17th day of February, 2009.

Warren J. Wilson, Chief Deputy City Attorney

GENERAL SERVICES COMMITTEE

DATE: February 9, 2009

FROM: Susan Weathers, Municipal Services Director/City Clerk and
Warren Wilson, Deputy City Attorney

SUBJECT: Amendments to the Limits of Sale for Beer License

DECISION POINT:

Would the City Council approve the proposed amendments to the beer license regulations in order to allow the sale and consumption of beer/wine on premise under certain conditions as defined in M.C. Section 5.08.015 new section entitled "Limited Service".

HISTORY:

Currently only eating establishments that have a Class 1 hood may serve alcoholic beverages to be consumed on premise whose operation is located within 600' of any R-1, R-3, R-5, R-8 or R-12.

In December, Vince Caruso from Caruso's Deli requested that the City consider an amendment to the current regulations to allow eating establishments such as his operation to serve alcoholic beverages along with the meals they serve. Although Mr. Caruso's operation is that of an eating establishment, his menu does not require that he have a Class 1 hood and his operation is located within 600' of a residential zone.

On January 13th, Mr. Caruso met with Warren Wilson, Susan Weathers and Councilman Goodlander to research how his type of eating establishment could serve alcoholic beverages with his meals.

The attached Council Bill proposes allowing the on-premise consumption of alcoholic beverages at "limited service" eating establishments who do not have a Class 1 hood but close for business daily no later than 9:00 p.m.

FINANCIAL ANALYSIS:

The cost of publishing and codifying the proposed code amendment is budgeted in the Municipal Services Department budget.

PERFORMANCE ANALYSIS:

By amending the existing code, eating establishments that do not require a Class 1 Hood, provide in-house seating and who close their business by 9:00 p.m. each day would be able to serve a beer or glass of wine to their patrons who would like an alcoholic beverage with their meal.

DECISION POINT/RECOMMENDATION:

That the General Services Committee recommend adoption of Council Bill No. 09-1005 adding a definition for "Limited Service" to allow for the on-premise consumption of alcoholic beverages with meals served at certain eating establishments.

COUNCIL BILL NO. 09-1005
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 5.08.015 TO AMEND THE DEFINITION OF EATING ESTABLISHMENT TO INCLUDE LIMITED SERVICE EATING ESTABLISHMENTS AND TO DELETE THE DEFINITION OF PLAYGROUND; AMENDING SECTION 5.08.170 TO PROHIBIT THE SALES OF BEER FOR ON PREMISES CONSUMPTION WITHIN THREE HUNDRED FEET OF PARKS, SCHOOLS AND CHURCHES AND SIX HUNDRED FEET OF CERTAIN RESIDENTIALLY ZONED PROPERTY, HOSPITALS AND NURSING HOMES WITH EXCEPTIONS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

SECTION 1. *Coeur d'Alene Municipal Code Section 5.08.015 is amended to read as follows:*

5.08.015: DEFINITIONS:

For the purpose of this chapter, the following words and phrases shall have the following meanings:

CHURCH: Generally, a religious society sought to receive, preserve and propagate doctrines and ordinance. Or a body of communicants gathered into church order; day or community of believers, united under one form of government by the profession of the same faith and the observance of the same ritual and ceremonies; place where persons regularly assemble for worship; a congregation or organization for religious purposes; religious society or body; the clergy or officialdom of a religious body.

EATING ESTABLISHMENT: As used in subsections [5.08.170B](#) and ~~F2~~ of this chapter; means:

FULL SERVICE: a restaurant, cafe, hotel, dining room, coffee shop, cafeteria or other eating establishment that must utilize at least seventy five percent (75%) of gross floor area for the preparation, cooking and serving of complete meals, have and actively operate a commercial kitchen that includes a type one commercial hood and cooking equipment, excluding microwave ovens and grills, capable of cooking complete meals and be a public place kept, maintained and

advertised as a place where complete meals are served and where complete meals are actually and regularly served. Limited food service, such as is provided by luncheonettes, drive-ins, sandwich shops and other similar uses does not meet the requirements of this definition.

LIMITED SERVICE: a restaurant, cafe, hotel, dining room, coffee shop, cafeteria or other eating establishment that must utilize at least seventy five percent (75%) of gross floor area for the preparation, cooking and serving of complete meals, have and actively operate a commercial kitchen, excluding microwave ovens, capable of cooking complete meals and be a public place kept, maintained and advertised as a place where complete meals are served and where complete meals are actually and regularly served and who closes for business daily no later than 9:00 p.m.. Limited food service, such as is provided by drive-ins, fast food restaurants and other similar uses does not meet the requirements of this definition.

HOSPITAL: A public or private institution for the treatment and care of sick, wounded, infirm or aged persons. Also, institution which limits their functions or services is defined as a hospital.

NURSING HOMES: A private or public hospital, home or other place where maintenance and personal or nursing care are provided for three (3) or more persons who are unable to care for themselves properly.

PARK: A tract of land owned by the city or held in trust for the city by the Parks Foundation or Lake City Development Corporation and maintained as a place for passive or active recreation programs to meet the recreational needs of the general public, including playgrounds.

~~PLAYGROUND: A piece of ground used for and having special facilities for recreation, especially by children.~~

PROPERTY OWNER: The person(s) who holds legal title to a real property lot according to the records of the Kootenai County tax assessor on the date of application for a license to sell beer to be consumed on the premises.

A. Multiple Owners, Joint Partners And Tenants In Common: Two (2) or more persons who jointly hold legal title to property. Each real property lot is allowed one vote, regardless of the lot size or if the property is owned by multiple, joint partners or tenants in common.

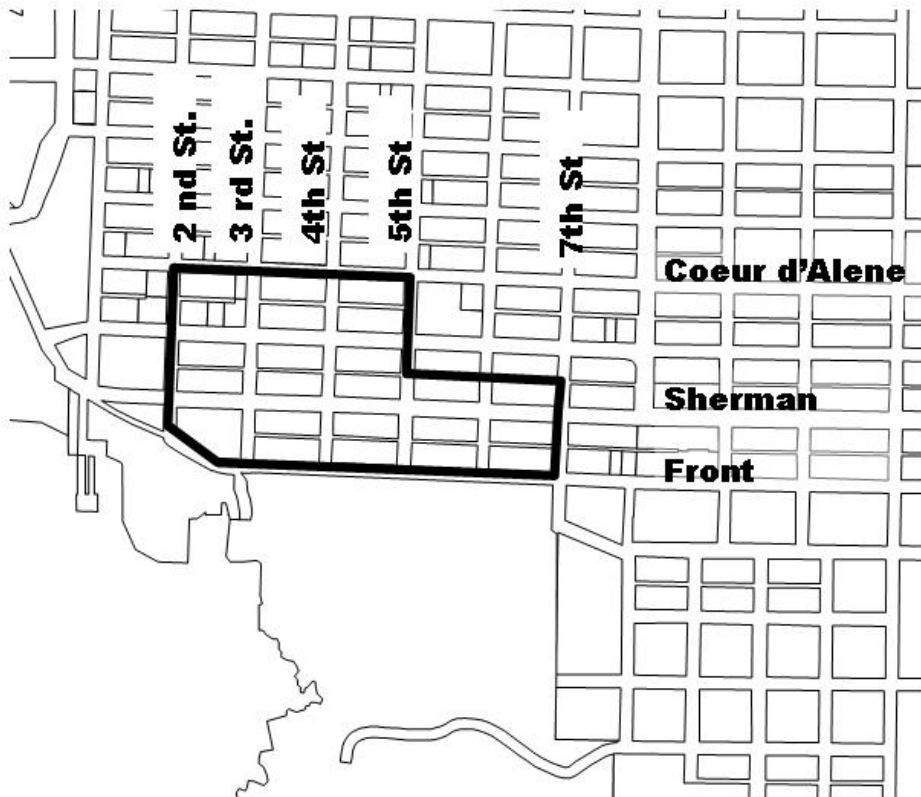
SCHOOL: A public or private institution or place for instruction or education.

SECTION 2. *Coeur d'Alene Municipal Code Section 5.08.170 is amended to read as follows:*

5.08.170: BEER; LIMITS ~~TO~~ ON AREAS OF SALE:

A. No persons shall sell beer to be consumed on the premises within three hundred feet (300') of any park, playground or school or church, nor within six hundred feet (600') of any R-1, R-3, R-5, R-8 or R-12 zone, nursing home or hospital except: -

1. This section does not apply to the sale of beer for consumption on the premises when such sales are incidental to the operation of an eating establishment. Applicants for new licenses must sign and submit an affidavit with their application committing to commence the operation of an eating establishment and to operate the business as a bona fide eating establishment meeting the requirements of this chapter; or
2. Businesses located at least three hundred feet (300') from any park, school or church and at least six hundred feet (600') from any nursing homes or hospital may serve beer to be consumed on the premises within three hundred feet (300') of any R-1, R-3, R-5, R-8 or R-12 zoned property if they have the written consent of a majority of the owners of those residential properties protected by this section that are within six hundred feet (600') feet of the business; or
3. This section does not apply to the area depicted below:

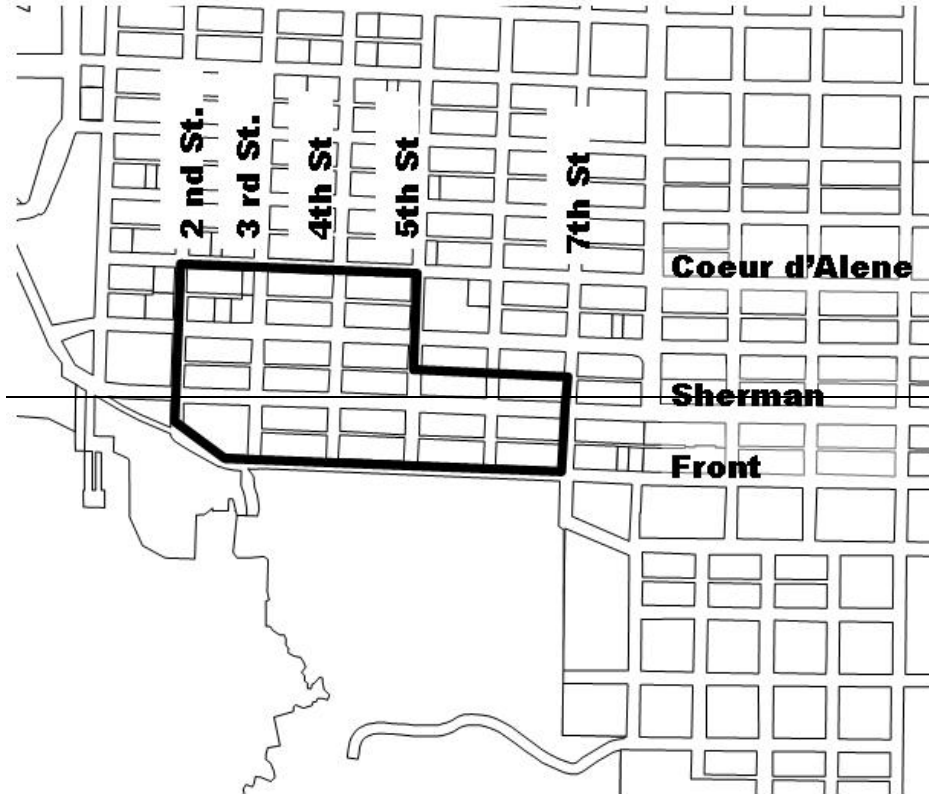


- B. ~~No person shall sell beer to be consumed on the premises within three hundred feet (300') of any park or church except when such sale is incidental to the operation of an eating establishment.~~
- C. ~~Businesses which now lawfully sell beer within the prohibited area set forth in this section are exempt from the provisions of this section so long as they continue their operation. However, in the event any such businesses seeks to expand beyond 20% of the business's original their existing floor space, they must comply with all requirements set forth in section~~

5.08.015 of this chapter, including, but not limited to, this section. Should any such exempt business discontinue its operation for a period of six (6) months, it will no longer be exempt from the restrictions of this chapter.

~~D. Should any such exempt business discontinue its operation for a period of six (6) months, it will no longer be exempt from the restrictions of this chapter.~~

E. The limitations set out in this section shall not apply in the area depicted below:



~~F. Businesses not located within three hundred feet (300') of any park, playground, school or church, nor within six hundred feet (600') of nursing homes or hospitals, may serve beer to be consumed on the premises:~~

~~1. Within six hundred feet (600') of an R-1, R-3, R-5, R-8 or R-12 zone, but not within three hundred feet (300') of an R-1, R-3, R-5, R-8 or R-12 zone, if they obtain the written consent of over fifty percent (50%) of the property owners in that part of the R-1, R-3, R-5, R-8 or R-12 zone, which is within six hundred feet (600') of the business.~~

~~2. Within three hundred feet (300') of an R-1, R-3, R-5, R-8 or R-12 zone, with the consent required in subsection F1 of this section and also the written consent of over fifty percent (50%) of the property owners within that part of the R-1, R-3, R-5, R-8 or R-12 zone, which is within three hundred feet (300') of the business; provided further, that such sale is incidental to the operation of an eating establishment.~~

~~a. In the case of applicants for new licenses, the applicant shall sign an affidavit of their intent to commence the operation of their eating establishment and continue its operation as a bona fide eating establishment meeting the requirements of this chapter.~~

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

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

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

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

APPROVED, ADOPTED and SIGNED this 17th day of February, 2009.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Chapter 5.08 – Definition & Beer; Limit To Area of Sale

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 5.08.015 TO AMEND THE DEFINITION OF EATING ESTABLISHMENT TO INCLUDE LIMITED SERVICE EATING ESTABLISHMENTS AND TO DELETE THE DEFINITION OF PLAYGROUND; AMENDING SECTION 5.08.170 TO PROHIBIT THE SALES OF BEER FOR ON PREMISES CONSUMPTION WITHIN THREE HUNDRED FEET OF PARKS, SCHOOLS AND CHURCHES AND SIX HUNDRED FEET OF CERTAIN RESIDENTIALLY ZONED PROPERTY, HOSPITALS AND NURSING HOMES WITH EXCEPTIONS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending Chapter 5.08 – Definition & Beer; Limit To Area of Sale, 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 17th day of February, 2009.

Warren J. Wilson, Chief Deputy City Attorney

February 9, 2009
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Mike Kennedy
Council Member Woody McEvers
Council Member Al Hassell

STAFF PRESENT

Dave Shults, Capital Program Mgr.
Troy Tymesen, Finance Director
Warren Wilson, Deputy City Atty
Amy Ferguson, Exec. Assistant

GUESTS

None

Item 1 Approval of Amendment #1 to the Annexation Agreement with the Bureau of Land Management

Warren Wilson, Deputy City Attorney, presented a request for council approval of Amendment #1 to the Annexation Agreement with the Bureau of Land Management. Mr. Wilson said that on December 16, 2008, the City Council approved the annexation of a parcel of land owned by the BLM adjacent to the BLM boat launch facility on Blackwell Island. The purpose of the present annexation is to expand the property used by the BLM to support the boat launch facility including providing a pad for a caretaker at the boat launch. Because the restrictions on the new property are to be the same as the previously annexed property, staff has elected to address the new property through an amendment to the existing annexation agreement rather than by adopting a new agreement. Mr. Wilson explained that restricting the future development of the property to public open space and a pad for a caretaker at the boat launch provides adequate consideration for the annexation of this property. He further said that staff elected to proceed with an amendment to the Annexation Agreement because it is easier to get it approved through BLM's administrative processes than a new annexation agreement.

MOTION by McEvers, seconded by Kennedy, to recommend that Council approval of Resolution No. 09-009, authorizing Amendment #1 to the Annexation Agreement with the Bureau of Land Management. Motion carried.

Item 2 Approval of Annexation Agreement with Prairie Avenue Development, LLC

Warren Wilson, Deputy City Attorney, presented a request for approval of an Annexation Agreement with Prairie Ave. Development, LLC. for property located on/near Prairie Avenue, adjacent to the Sunshine Meadows subdivision. Mr. Wilson explained that on June 17, 2008 the City Council approved the annexation of the subject property. Staff had earlier reached an agreement with the developer on an annexation agreement but the developer has recently reached an agreement to sell a majority of the land to Hospice of North Idaho for construction of a Hospice House, which necessitated a change in the annexation agreement. The annexation fee policy has a provision that allows the City to set the fee for non-residential development based on the square footage. As a result, the agreement will allow for a partial refund of the annexation

fees if the contemplated hospice facility is approved within one year of the execution of the annexation agreement. The refund reflects a recalculation of the annexation fee for the six acres that are planned to be used for the Hospice facility.

Councilman McEvers confirmed that the developer would need to get a special use permit. Mr. Wilson said they would also have to plot the property to divide the nine acres and would need to go through the Planning Commission for approval. Councilman McEvers also asked if the proposed density would fit in with the sewer plan. Mr. Wilson responded that it is not likely to be more dense than residential development.

Mr. Wilson explained that the one year refund option in the agreement was inserted as an incentive to get the project completed.

MOTION by Kennedy, seconded by McEvers, to recommend Council approval of Resolution No. 09-010 authorizing the City of Coeur d'Alene to enter into an Annexation Agreement with Prairie Ave. Development, LLC, for property located near/on Prairie Avenue adjacent to the Sunshine Meadows subdivision. Motion carried.

Item 3 Specifications for Installation of WWTP Phase 5A Ammonia Control Improvements.

Consent Calendar

Dave Shults, Capital Program Manager, presented a request for approval of the specifications for contractor installation of WWTP Phase 5A ammonia control improvements, and authorization to advertise for solicitation of bids. Mr. Shults said that Wastewater Consultant has recommended several measures for helping the plant control ammonia. Council has previously approved the prepurchase of several larger pieces of equipment. The specifications are in regard to advertising for bids for installation and construction to put the prepurchased equipment into service.

Mr. Shults explained that prepurchase agreements are usually entered into for the purpose of making sure that the city has complete control over acquiring equipment in a timely manner. He further pointed out that the project total will be less than \$1,000,000, which is substantially less than the \$4,500,000 planning level estimate for the project.

MOTION by McEvers, seconded by Kennedy, to recommend Council approval of the specifications for contractor installation of WWTP Phase 5A ammonia control improvements and authorization to solicit bids. Motion carried.

The meeting adjourned at 4:22 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: February 9, 2009
FROM: Warren Wilson, Deputy City Attorney
SUBJECT: Approval Amendment 1 to the Annexation Agreement with the BLM.

DECISION POINT:

Approve Amendment 1 to the Annexation Agreement with the BLM.

HISTORY:

On December 16, 2008, the City Council approved the annexation of the subject property, which is parcel of land owned by the BLM adjacent to the BLM boat launch facility on Blackwell Island. When the boat launch property was annexed into the City in 2000, the City did not collect an annexation fee but rather placed a restriction on the property that it would be kept in its natural state other than use as a public access boat launch facility. The purpose of the present annexation is to expand the property used by the BLM to support the boat launch facility including providing a pad for a care taker at the boat launch. Because, the restrictions on the new property are to be the same as the previously annexed property, staff elected to address the new property through an amendment to the existing annexation agreement rather than adopt a new agreement. A copy of the previous annexation agreement is attached to this staff report.

FINANCIAL ANALYSIS:

The annexation fee for this property would be \$7,200.00 (9.6 acres x R-1 zoning x \$750). As noted above, when the boat launch property was annexed in 2000, the Council determined that the restriction on the property to a public boat launch provided adequate consideration for the annexation. Staff believes the same logic applies to the current annexation request and that restricting the future development of this property to public open space and a pad for a care taker at the boat launch provides adequate consideration for the annexation of this property.

PERFORMANCE / QUALITY OF LIFE ANALYSIS:

This parcel sits within the City's area of City impact and is adjacent to the existing BLM boat launch property. Annexing the property will allow for the development of a pad for a care taker trailer to further the public use of the boat launch facility and will also restrict the remainder of the property to public open space. As such, completion of this annexation is in the City's best interest. Annexation of this parcel presents relatively few obstacles for the City given its location, the restrictions on the property and the status of public utilities in this area.

DECISION POINT/RECOMMENDATION:

Approve the Annexation Agreement with the BLM.

1661149

AGREEMENT

THIS AGREEMENT, made and dated this 1st day of November, 2000, by and between the City of Coeur d'Alene, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter termed the "City," and United States Department of Interior, Bureau of Land Management, with its field office located at 1808 N. 3rd Street, Coeur d'Alene, Kootenai County, Idaho, hereinafter referred to as "Government" and Mark E. Hall, Anne C. Hall, Robert, A. Hall, Brenda M. Hall, whose address is 1000 S. Marina Drive, hereinafter referred to as "Halls,"

W I T N E S S E T H:

WHEREAS, the Government owns a parcel of land adjacent to the City limits of the City and Halls own a parcel of land adjacent to the City, over which Government has a conservation easement, a portion of which the Government wishes to develop, and the Government has applied to the City for annexation to the City, and said property to be annexed is more particularly described in Exhibit "A" attached hereto (hereinafter referred to as "the Property") and incorporated herein by reference into the substantive portion of this agreement; and

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

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

1. Financial Obligations:

A. The parties agree that the obligations of the Government contained in this agreement are the sole responsibility of the Government and the Halls are not obligated to expend any funds.

B. Nothing in this agreement shall obligate the Government to expend funds unless and until authorized by law and administratively allocated.

STATE OF IDAHO }
COUNTY OF KOOTENAI } SS
AT THE REQUEST OF
City of Coeur d'Alene

JAN 2 9 44 AM '01

DANIEL J. ENGLISH
[Signature]
DEPUTY 33.00
FES

2. Legal Descriptions: The Government agrees to provide, at least thirty (30) days before the adoption of an annexation ordinance, a legal description and map of the Property in the form required by the Idaho State Tax Commission, including the legal description of any adjacent right-of-way to be annexed. Said legal description is set forth in Exhibit "A" attached hereto and incorporated herein by reference.

3. Construction Standards:

A. City Standards: The Government agrees that all improvements required by this agreement or by City codes shall be built to or exceed City standards as approved by the City, adhering to all City policies and procedures, including but not limited to those dealing with sanitary sewer improvements, water lines, fire hydrants, flood control works, storm water management, curbs, sidewalks, and streets if applicable. Development plans for any public improvements shall be submitted to the City for approval prior to the commencement of any work.

B. No Cost to the City: All utilities, and appurtenances necessary to serve this development shall be designed, constructed and installed at no cost to the City, except as specifically set out in this agreement.

C. Ten State Standards: In addition to meeting City standards, all sanitary sewer construction shall comply with the Recommended Standards for Wastewater Facilities, 1990 Edition published by Health Education Services (commonly known as the "Ten States Standards") or other newer Edition, if any, hereafter published prior to commencement of construction. Said Ten States Standards are by this reference incorporated herein.

D. Water Department Standards: Water system construction, including but not limited to mains, meters, hydrants and services shall be constructed in accordance with Coeur d'Alene Water Division standards which are available in written form from the Coeur d'Alene Water Division and are entitled "Standard Specifications for Construction of Pipelines".

4. Applicable Standards: The Government agrees that all laws, standards, policies and procedures regarding public improvement construction that the Government is required to comply with or otherwise meet pursuant to this agreement or City codes shall be those in effect when construction is commenced and not at the time of annexation. The Government agrees that the terms of this section supercede any other right the Government may have, if any, regarding the date used to determine what public improvements construction laws, standards, policies and procedures shall apply.

5. As-Built Drawings: "As-built" drawings of public improvements and private utility improvements shall be provided to the City within ninety (90) days of completion of construction, and all required public and private utility improvements shall be inspected and tested by the City at times and in a manner to be determined by the City Engineer, with all such costs of testing and inspection being the responsibility of the Government. In no event shall the City accept public improvements until "as-builts" are provided.

6. Utilities:

A. Use of Utilities:

(1) The Government agrees Government shall use the City's water for their potable water needs and sanitary sewer systems for this development, except that the Government may install a vault toilet for use during the seasons when the Government does not maintain the water service to the bathroom facilities that discharge into the City sanitary system through the line owned by the Hall's or the City. The Government agrees to use only commercial licensed haulers to pump and dispose of the waste, in accordance with City regulations if the hauler disposes of the sewage into the City system.

(2) The Government agrees Government shall use, for this new development, the garbage collection service in effect within the City of Coeur

d'Alene, which garbage collection service shall be identified by the City.

(3) City shall not be responsible for maintenance of private sanitary sewer lines or water lines including appurtenances within the Government's development.

(4) Sizes for water and sewer mains shall be as determined by the City with no reimbursement for oversizing.

(5) Government shall be responsible for connecting to the six-inch sanitary sewer line located on the site of the Blackwell Island RV Park at the Government's cost. The Government shall maintain private ownership and maintenance of the sewer line from the connection to the Blackwell Island RV Park sewer line through Governments' property until such time as the City desires to extend the line to service other properties.

(6) Government shall be responsible for extending the water main from its present location in Fairmont Loop through Government's property at the Government's cost to service the public fire hydrant on Government property. Government shall also be responsible for extending and maintaining a separate water line from the water main at its present location in Fairmont Loop through Government's property to provide potable water at Government's cost. All water meters shall be located adjacent to Fairmont Loop as directed by the Coeur d'Alene Water Division.

(7) All on-site fire hydrants shall be installed in accordance with the Coeur d'Alene Water Division standards. Government is responsible for providing as-built drawings showing the location of the hydrants and the water mains serving them.

(8) Government agrees to make a good faith effort to process and help facilitate the City obtaining right-of-way twenty feet (20') in width over

Government's property for the maintenance and operation of the hydrants and water mains.

7. Storm water: The Government agrees, that before the commencement of construction of public improvements, the Government shall submit to the City a plan for Storm water management acceptable to the City, and construct the same at the Government's cost.

8. Installation of Public Improvements: The Government further agrees prior to occupancy of the Property as a boat launch facility, and prior to issuance of any building permits for the Property, the Government shall submit plans for approval and construct and install all public improvements required by this agreement or by City code including but not limited to sanitary sewer improvements, storm water disposal, water lines (hydrants), monumentation, grading, subbase, paving, curbs, and sidewalks. The City shall have no obligation, if any exists, for maintenance of public improvements until such time as the improvements are formally accepted by the City. For the purpose of this agreement the term public improvements includes the improvements required by Coeur d'Alene Municipal Code and does not include the boat launch facility, or waterfowl observation facilities that are contemplated to be constructed on the property.

9. Bike Path: Government agrees to make a good faith effort to process and facilitate any application for grant of right-of-way upon the Property for a bike path for which City may apply to connect to a bike/pedestrian path that is required to be constructed by the Yacht Club of Coeur d'Alene, LTD.

10. Use of Property:

A. Government agrees that although they have requested an R-1 zoning designation for the property in Exhibit "A", the property shall be kept in its natural state or be used for a public boat launch and not for residential use due to the environmentally sensitive nature of the property relating to the property as a wet lands.

B. Government agrees that under existing laws when a public boat launch is constructed on the site that public agencies may use the launch with no fee.

11. Consideration: Government agrees that the public boat launch facility is being constructed for public use and to service the citizens of Coeur d'Alene and the general public as consideration for City benefits and services to the Government project.

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

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

14. Annexation/Deannexation:

A. Upon proper completion of the conditions herein, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing the Government's Property. Government agrees that in the event the Government fails to comply with the terms of this agreement, defaults, is otherwise in breach of this agreement, or the Government fails to comply with any Special Use Permit which may be obtained which apply to Government's Property and become effective upon annexation, the City may deannex and terminate utility services without objection from Government's, assigns or successors in interest of such portions of Government's Property as City in its sole discretion decides.

B. The parties agree that in the event the Government is denied a Special Use Permit for the project and has

not hooked to the City water or to a sewer system that discharges into the City sewer system, that Government may request that this agreement be terminated and apply to the City for deannexation of the property.

15. The Government to Hold the City Harmless: The Government further agrees they will hold the City harmless to the extent allowed by law from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Government's development, operation, maintenance, and use of the Property described in Exhibit "A."

16. Time is of the Essence: Time is of the essence in this agreement.

17. Merger: The representations, warranties, covenants, conditions and agreements of the parties contained in the agreement shall survive the acceptance of any deeds and/or grants of right-of-way.

18. Recordation: The Government further agrees this agreement shall be recorded by the City at the Government's expense. All promises and negotiations of the parties merge into this agreement.

19. Amendments: Parties agree that this agreement shall only be amended in writing and signed by both parties. The parties agree that this agreement shall not be amended by a change in any law. The parties agree this agreement is not intended to replace any other requirement of City code.

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

21. Compliance With Applicable Laws: The Government agrees to comply with all applicable laws.

22. Covenants Run With Land: The covenants herein contained to be performed by the Government shall be binding upon the Government and Government's, assigns and successors in interest, and shall be deemed to be covenants running with the land. This document shall be recorded at the

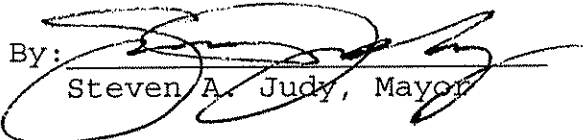
1661149

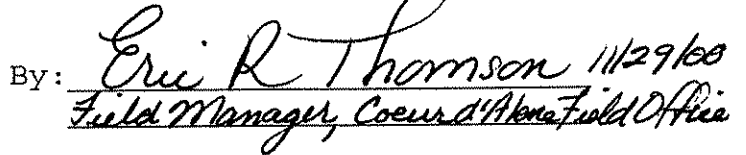
Kootenai County Recorder's Office at the sole cost of the Government.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this agreement to be executed by its Mayor and City Clerk and its corporate seal affixed hereto, and the Bureau of Land Management have caused the same to be executed the day and year first above written.


CITY OF COEUR D'ALENE

BUREAU OF LAND MANAGEMENT

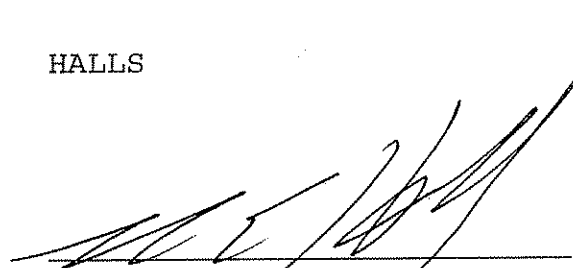
By: 
Steven A. Judy, Mayor

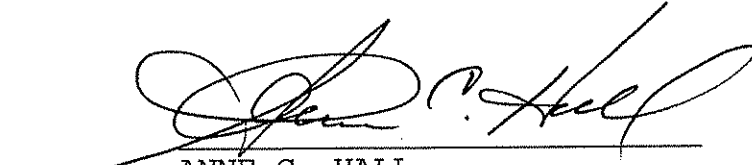
By:  11/29/00
Field Manager, Coeur d'Alene Field Office

ATTEST:


Susan K. Weathers, City Clerk

HALLS


MARK E. HALL


ANNE C. HALL


ROBERT A. HALL


BRENDA M. HALL

RESOLUTION NO. 09-009

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AMENDMENT 1 TO THE ANNEXATION AGREEMENT BETWEEN THE CITY OF COEUR D'ALENE, THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT, AND MARK E. HALL, ANNE C. HALL, ROBERT A. HALL AND BRENDA M. HALL.

WHEREAS, amendment 1 to the annexation agreement has been negotiated between the City of Coeur d'Alene and the United States Department of the Interior, Bureau of Land Management, Mark E. Hall, Anne C. Hall, Robert A. Hall, and Brenda M. Hall, pursuant to the terms and conditions set forth in said amendment, a copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof; and

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

BE IT RESOLVED, that the city enter into said amendment to the annexation agreement in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 17th day of February, 2009.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

_____ was absent. Motion _____.

**AMENDMENT 1
TO
ANNEXATION AGREEMENT BETWEEN
CITY OF COEUR D' ALENE, THE UNITED STATES DEPARTMENT OF THE
INTERIOR, BUREAU OF LAND MANAGEMENT AND MARK E. HALL, ANNE C.
HALL, ROBERT A. HALL AND BRENDA M. HALL.**

WHEREAS, The above parties entered into an Annexation Agreement on November 7, 2000, adopted pursuant to Resolution No. 01-015, regarding the annexation of a certain parcel of real property (“original property”) located at near Blackwell Island into the City of Coeur d'Alene (hereinafter "City"); and

WHEREAS, the United States Department of the Interior, Bureau of Land Management (hereinafter “Government”) has an additional 9.6 acre parcel of real property (“new property”) adjacent to the previously annexed parcel that it would like to annex into the City. The legal description of the new property is attached hereto as Exhibit “1” and by this reference incorporated herein; and

WHEREAS, The Government intends to use the new property for the same purposes as the original property, including public open space, a public boat launch and a pad for a care takers trailer; and

WHEREAS, The Government agrees that the new property should be subject to all the restrictions placed by the annexation agreement on the original property.

THEREFORE, The City and the Government agree to amend the annexation agreement to incorporate the new property as follows:

- 1. New Property Subject to all Obligations of Annexation Agreement:** The parties agree that the new property as described on Exhibit “1” shall be subject to all of the requirements, obligations, covenants and conditions placed on the original property by the Annexation Agreement.
- 2. Use of Property:** Government agrees that although they have requested an R-1 zoning designation for the new property, the new property shall be kept in its natural state or be used for a public boat launch, public open space and for one pad for a care taker trailer/camp site and not for residential uses due to the environmentally sensitive nature of the property relating to the property as a wet lands.
- 3. Consideration:** The parties agree that the new property is to be used to support the public boat launch facility and public open space to service the citizens of Coeur d'Alene and the general public, which provides consideration to the City for the City service provided to the Government.

4. No Further Modification of the Annexation Agreement: The parties agree that the Annexation Agreement, as herein amended, remains in full force and effect and that this amendment to the Annexation Agreement between the parties does not amend or alter any other right or obligation of either party under the Annexation Agreement.

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

DATED THIS _____ day of _____, 2009.

CITY OF COEUR D'ALENE

BUREAU OF LAND MANAGEMENT

By: _____

Sandi Bloem, Mayor

By: _____

[Print Name] _____

Its _____

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

[Print Name] _____

ANNEXATION DESCRIPTION
1-16-09

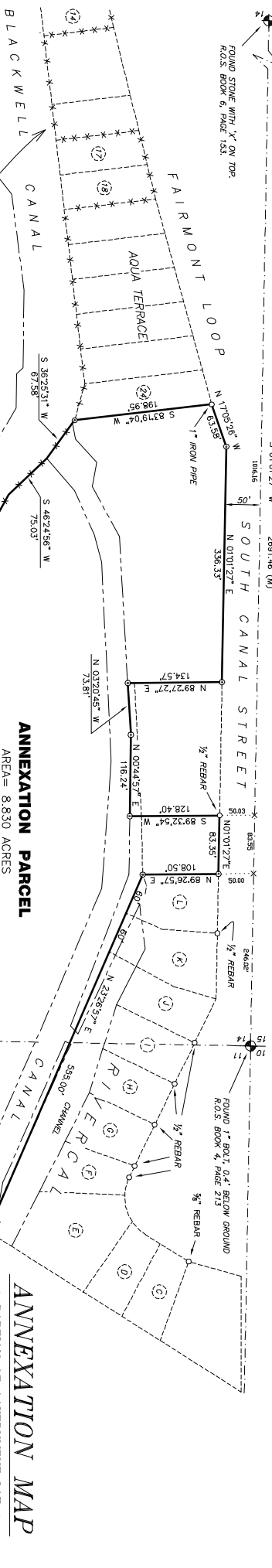
Portions of Government Lot 23, Section 11, Township 50 North, Range 4 West, B.M. and Government Lot 4, Section 14, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho, shown as parcel 2 on Record of Survey, Book 14, Page 104 and 104a, more particularly described as follows: (the Basis of Bearing being the west line of said Section 14 per the City of Coeur d' Alene NAD83, 1992 adjustment datum. rotate the said Record of Survey 0°04'00" counter clockwise to match)

Commencing at the northwest corner of said Section 14; Thence along the west line of said Section 14, S 1°01'27" W, 246.02 feet; Thence leaving the said west line, N 89°26'57" E, 50.00 feet to a point on the westerly boundary of Lot 12 of the plat of Rivercal, Book D, Page 196, Records of Kootenai County and the True Point of Beginning for this description; Thence leaving the said westerly boundary line, N 89°26'57" E, 108.50 feet to the easterly boundary line of the said plat of Rivercal; Thence along the said easterly boundary line, N 23°26'57" E, 555.00 feet to the Spokane River; Thence leaving the said boundary line of the plat of Rivercal along the said Spokane River the following courses:

S 48°31'14" E, 80.81 feet; Thence S 50°55'23" E, 167.88 feet; Thence S 41°45'56" E, 41.75 feet; Thence leaving the said Spokane River, S 28°58'00" W, 200.00 feet; Thence S 40°29'40" E, 212.38 feet to the northwesterly bank of the old canal and the existing boundary line of the City of Coeur d'Alene; Thence along the said northwesterly bank of the old canal and the said existing boundary line of the City of Coeur d'Alene the following courses: S 28°52'16" W, 598.93 feet; Thence S 46°24'56" W, 75.03 feet; Thence S 36°25'31" W, 67.58 feet to the northeasterly corner of Lot 24 of the plat of Aqua Terrace, Book D, Page 156, Records of Kootenai County; Thence leaving the said northwesterly bank of the old canal and the said existing boundary line of the City of Coeur d'Alene along the northerly boundary line of said Lot 24, S 83°19'04" W, 198.95 feet to the easterly right-of-way line of Fairmont Loop; Thence leaving the said northerly boundary line of Lot 24 along the said easterly right-of-way line N 17°05'26" W, 63.58 feet to the easterly right-of-way line of South Canal Street; Thence along the said easterly right-of-way line of South Canal Street, N 01°01'27" E, 336.33 feet; Thence leaving the said easterly right-of-way line of South Canal Street, N 89°27'27" E, 134.57 feet to the westerly bank of the new canal; Thence along the said westerly bank of the new canal, N 03°20'45" W, 73.81 feet; Thence N 00°44'57" E, 116.24 feet; Thence leaving the said westerly bank of the new canal, S 89°32'54" W, 128.40 feet to the said easterly right-of-way line of South Canal Street; Thence along the said easterly right-of-way line of South Canal Street, N 01°01'27" E, 83.35 feet to the True Point of Beginning; containing approximately 8.830 acres, more or less.

FOUND STONE WITH "X" ON TOP
 R.O.S. BOOK 6, PAGE 153.

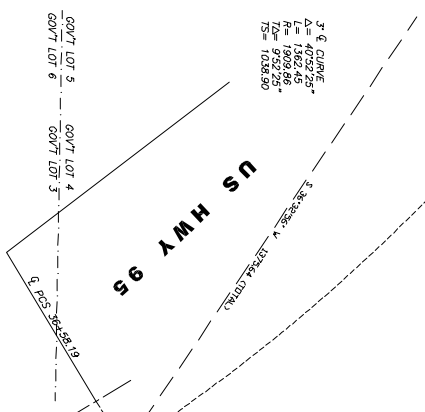
BASIS OF BEARING
 S 01°01'27" W 2691.46 (M)
 N 01°01'27" E 338.33



ANNEXATION PARCEL
 AREA = 8.830 ACRES

EXISTING CITY LIMITS BOUNDARY

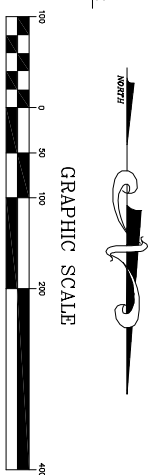
CITY



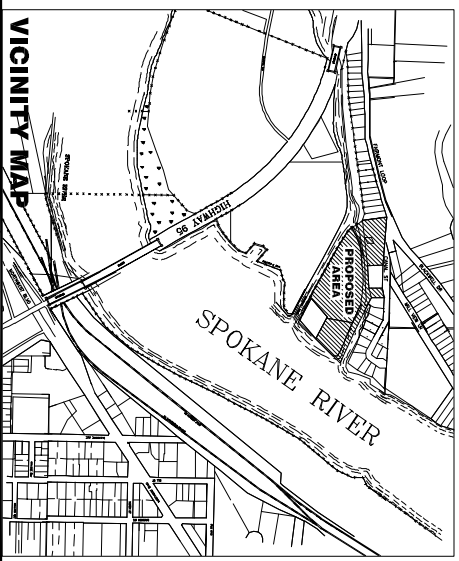
BASIS OF BEARING
 THE WEST LINE OF SECTION 14, T50N, R44W, B.M. S 01°01'27" W, CITY OF COEUR D'ALENE GRID, NAD 83, 1992 ADJUSTMENT

REFERENCE
 RECORD OF SURVEY - BOOK 14, PAGE 104A
 PLAT OF RIVERCAL - BOOK D, PAGE 198
 PLAT OF AQUA TERRACE - BOOK D, PAGE 198

ANNEXATION MAP
 A PORTION OF GOVERNMENT LOT 4,
 IN NW 1/4 SEC 14, T.50N., R.44W., B.M.
 AND A PORTION OF GOVERNMENT LOT 23
 IN SW 1/4 SEC 11, T.50N., R.44W., B.M.,
 ALL IN KOOTENAI COUNTY, IDAHO
CITY OF COEUR DALENE
ORDINANCE No. 3354



- LEGEND**
- ◆ P.L.S.S. CORNERS AS NOTED
 - FOUND SURVEY PINS AS NOTED.
 - ⊗ FOUND 5/8" REBAR WITH PVC CAP MARKED "S 5289".
 - EXISTING CITY LIMITS
 - ANNEXATION BOUNDARY



ANNEXATION MAP - BLM
 SCALE: 1" = 100'
 DATE: 2-12-09
 ORGAN: BLM
 DRAWN BY: DMU
 FILE: B141-ANX
 B141

FRANK & SNEYANA, PA
 Consulting Engineers
 603 North 4th Street, Coeur d'Alene, Idaho, 83814
 Ph: (208) 664-2121 / Fax: 785-5202 / Email: frank@sneyana.com

SHEET 1 OF 1

COUNCIL BILL NO. 09-1007
ORDINANCE NO. _____

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTIONS 11 AND 14, TOWNSHIP 50, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.170, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #51; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

SECTION 1. That the property as set forth in Exhibit "A", attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as City R-1 (Residential at 1unit/acre).

SECTION 2. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, be and the same is hereby amended as set forth in the preceding section hereof.

SECTION 3. That the Planning Director be and he is hereby instructed to make such change and amendment on the three (3) official Zoning Maps of the City of Coeur d'Alene.

SECTION 4. That the above described property be and the same is hereby declared to be and shall be a part of Precinct #51, and that Section 1.16.170, Coeur d'Alene Municipal Code, be and the same is hereby amended to include the herein annexed property within the described boundaries of Precinct #51.

SECTION 5. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

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

APPROVED by the Mayor this 17th day of February, 2009.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Annexation A-4-08 +/- 9.6 acre parcel near the Bureau of Land Management boat ramp and
Canal Drive

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTIONS 11 AND 14, TOWNSHIP 50, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.170, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #51; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Annexation A-4-08 +/- 9.6 acre parcel near the Bureau of Land Management boat ramp and Canal Drive, 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 17th day of February, 2009.

Warren J. Wilson, Chief Civil Deputy City Attorney

ANNEXATION DESCRIPTION
1-16-09

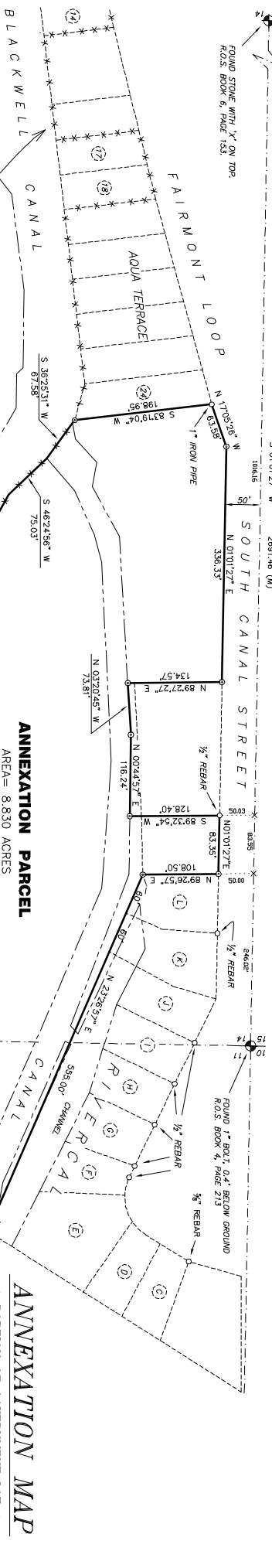
Portions of Government Lot 23, Section 11, Township 50 North, Range 4 West, B.M. and Government Lot 4, Section 14, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho, shown as parcel 2 on Record of Survey, Book 14, Page 104 and 104a, more particularly described as follows: (the Basis of Bearing being the west line of said Section 14 per the City of Coeur d' Alene NAD83, 1992 adjustment datum. rotate the said Record of Survey 0°04'00" counter clockwise to match)

Commencing at the northwest corner of said Section 14; Thence along the west line of said Section 14, S 1°01'27" W, 246.02 feet; Thence leaving the said west line, N 89°26'57" E, 50.00 feet to a point on the westerly boundary of Lot 12 of the plat of Rivercal, Book D, Page 196, Records of Kootenai County and the True Point of Beginning for this description; Thence leaving the said westerly boundary line, N 89°26'57" E, 108.50 feet to the easterly boundary line of the said plat of Rivercal; Thence along the said easterly boundary line, N 23°26'57" E, 555.00 feet to the Spokane River; Thence leaving the said boundary line of the plat of Rivercal along the said Spokane River the following courses:

S 48°31'14" E, 80.81 feet; Thence S 50°55'23" E, 167.88 feet; Thence S 41°45'56" E, 41.75 feet; Thence leaving the said Spokane River, S 28°58'00" W, 200.00 feet; Thence S 40°29'40" E, 212.38 feet to the northwesterly bank of the old canal and the existing boundary line of the City of Coeur d'Alene; Thence along the said northwesterly bank of the old canal and the said existing boundary line of the City of Coeur d'Alene the following courses: S 28°52'16" W, 598.93 feet; Thence S 46°24'56" W, 75.03 feet; Thence S 36°25'31" W, 67.58 feet to the northeasterly corner of Lot 24 of the plat of Aqua Terrace, Book D, Page 156, Records of Kootenai County; Thence leaving the said northwesterly bank of the old canal and the said existing boundary line of the City of Coeur d'Alene along the northerly boundary line of said Lot 24, S 83°19'04" W, 198.95 feet to the easterly right-of-way line of Fairmont Loop; Thence leaving the said northerly boundary line of Lot 24 along the said easterly right-of-way line N 17°05'26" W, 63.58 feet to the easterly right-of-way line of South Canal Street; Thence along the said easterly right-of-way line of South Canal Street, N 01°01'27" E, 336.33 feet; Thence leaving the said easterly right-of-way line of South Canal Street, N 89°27'27" E, 134.57 feet to the westerly bank of the new canal; Thence along the said westerly bank of the new canal, N 03°20'45" W, 73.81 feet; Thence N 00°44'57" E, 116.24 feet; Thence leaving the said westerly bank of the new canal, S 89°32'54" W, 128.40 feet to the said easterly right-of-way line of South Canal Street; Thence along the said easterly right-of-way line of South Canal Street, N 01°01'27" E, 83.35 feet to the True Point of Beginning; containing approximately 8.830 acres, more or less.

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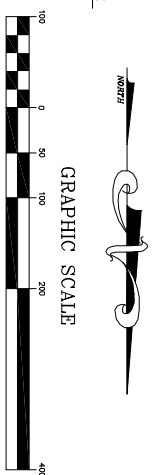
BASIS OF BEARING
 S 01°01'27" W 2691.46 (M)
 N 01°01'27" E 3381.33



EXISTING CITY LIMITS BOUNDARY

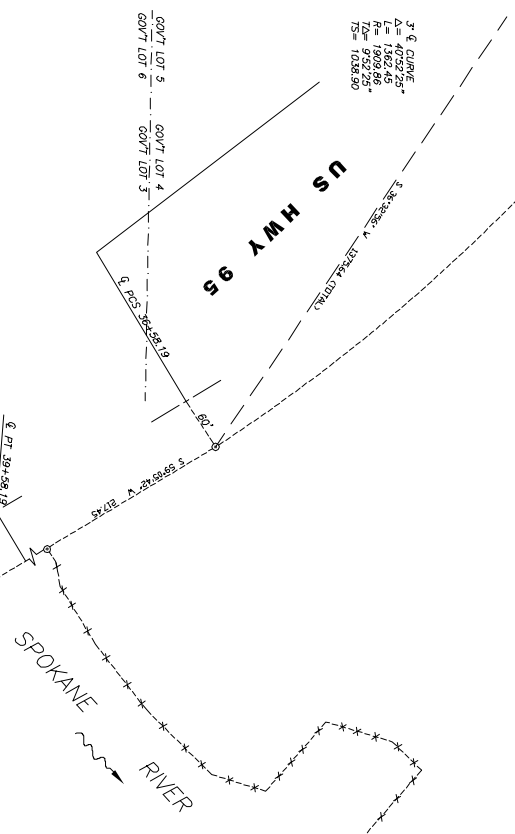
ANNEXATION PARCEL
 AREA = 8.830 ACRES

ANNEXATION MAP
 A PORTION OF GOVERNMENT LOT 4,
 IN NW 1/4 SEC 14, T.50N., R.4W., B.M.
 AND A PORTION OF GOVERNMENT LOT 23
 IN SW 1/4 SEC 11, T.50N., R.4W., B.M.,
 ALL IN KOOTENAI COUNTY, IDAHO
CITY OF COEUR DALENE
ORDINANCE NO. 3354



LEGEND

- ◆ P.L.S.S. CORNERS AS NOTED
- FOUND SURVEY PINS AS NOTED.
- ⊗ FOUND 5/8" REBAR WITH PVC CAP MARKED "S 5289".
- EXISTING CITY LIMITS
- ANNEXATION BOUNDARY



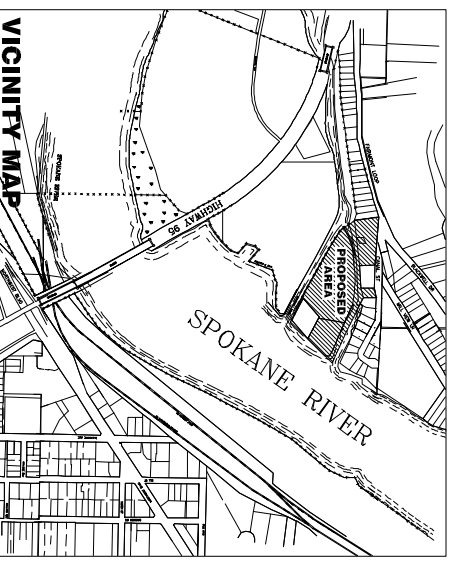
BASIS OF BEARING
 THE WEST LINE OF SECTION 14, T50N., R4W., B.M.
 S 01°01'27" W, CITY OF COEUR DALENE GRID,
 NAD 83, 1992 ADJUSTMENT

REFERENCE
 RECORD OF SURVEY - BOOK 14, PAGE 104A
 PLAT OF RIVERCAL - BOOK D, PAGE 198
 PLAT OF AQUA TERRACE - BOOK D, PAGE 198

ANNEXATION MAP - BLM
 SCALE: 1" = 100'
 DATE: 2-12-09
 DRAWN BY: DMU
 FILE: B141-ANX
 B141

FRAFF & SMETANA, PA
 Consulting Engineers
 603 North 4th Street, Coeur d'Alene, Idaho, 83814
 Ph: (208) 664-2121 Fax: 785-5202 Email: info@fraffsmetana.com

SHEET 1 OF 1



**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: February 9, 2009
FROM: Warren Wilson, Deputy City Attorney
SUBJECT: Approval of Annexation Agreement with Prairie Ave. Development, LLC.

DECISION POINT:

Approve the Annexation Agreement with Prairie Ave. Development, LLC.

HISTORY:

On June 17, 2008, the City Council approved the annexation of the subject property, which is located near on Prairie Ave. adjacent to the Sunshine Meadows subdivision. Staff had earlier reached an agreement with the developer on an annexation agreement but the developer has recently reached an agreement to sell a majority to Hospice of North Idaho for construction of a Hospice House, which necessitated a change in the annexation agreement. Given, the length of time since Council approved this annexation; I have attached the staff report for your review.

FINANCIAL ANALYSIS:

The annexation fee policy requires the annexation fee to be based on the number of potential dwelling lots in a residential development unless that development potential is restricted with a plat or other approved restriction. The policy also establishes a formula to set the fee based on the square footage of a non-residential structure if that agreement limits development of the property to just that structure. In this instance, the annexation agreement calls for a fee of \$56,400.00 for this property. This fee is based on the potential residential lots on the property (9.4 acres x R-8 zoning x \$750 per dwelling unit). However, the agreement allows for a partial refund of the annexation fees in the amount of \$26,250.00 if the contemplated hospice facility is approved within one year of the execution of the annexation agreement. The amount of the refund reflects a recalculation of the annexation fee for the six acres that are planned to be used for the hospice facility and is consistent with the annexation fee policy formula for basing the fee on the square footage of non-residential structures. Hospice facilities are considered civic uses by our zoning code and the agreement incorporates the required restrictions on further construction on the property. Additionally, the agreement requires the developer to pay the City \$1,000.00 to offset the cost of the future abandonment of the temporary sewer infrastructure called for in the agreement. Finally, the City is reimbursed for staff time necessary in preparing this agreement.

PERFORMANCE / QUALITY OF LIFE ANALYSIS:

This parcel sits within the City's area of City impact and is becoming surrounded by other approved residential subdivisions. As such, completion of this annexation is in the City's best interest. Annexation of this parcel presents relatively few obstacles for the City given its location and the status of public utilities in this area. The annexation agreement does address the manner in which utility services must be extended to service the parcel along with a setting out the standards that will be applicable for this development.

DECISION POINT/RECOMMENDATION:

Approve the Annexation Agreement with Prairie Ave. Development, LLC.

**CITY COUNCIL
STAFF REPORT**

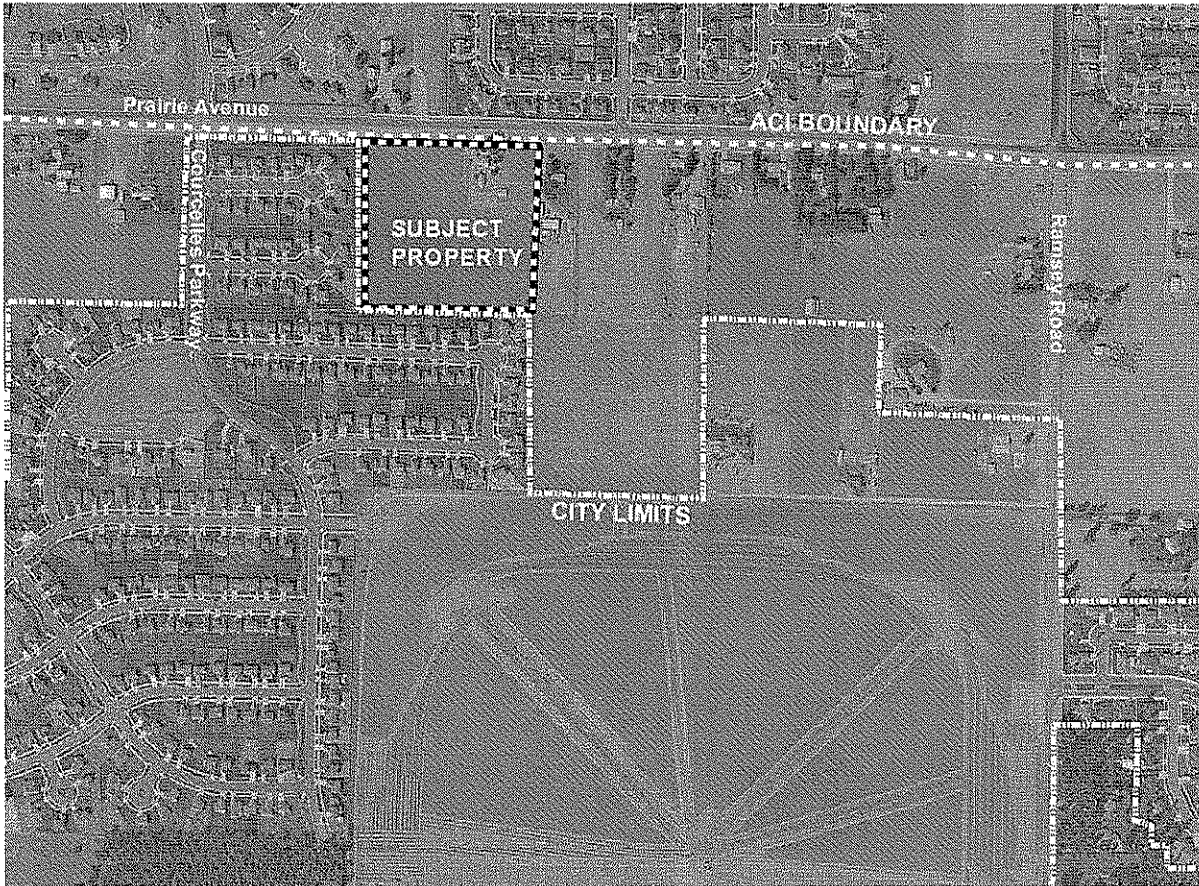
FROM: JOHN J. STAMOS, SENIOR PLANNER
DATE: JUNE 17, 2008
SUBJECT: A-2-08 – ZONING IN CONJUNCTION WITH ANNEXATION FROM COUNTY
AGRICULTURE TO R-8
LOCATION: +/- 9.4 ACRE PARCEL AT 2212 WEST PRAIRIE AVENUE

DECISION POINT:

Meckel Engineering and Surveying is requesting Zoning In Conjunction With Annexation from County Agriculture to City R-8 (Residential at 8 units/acre) for a +/- 9.4 acre parcel.

GENERAL INFORMATION:

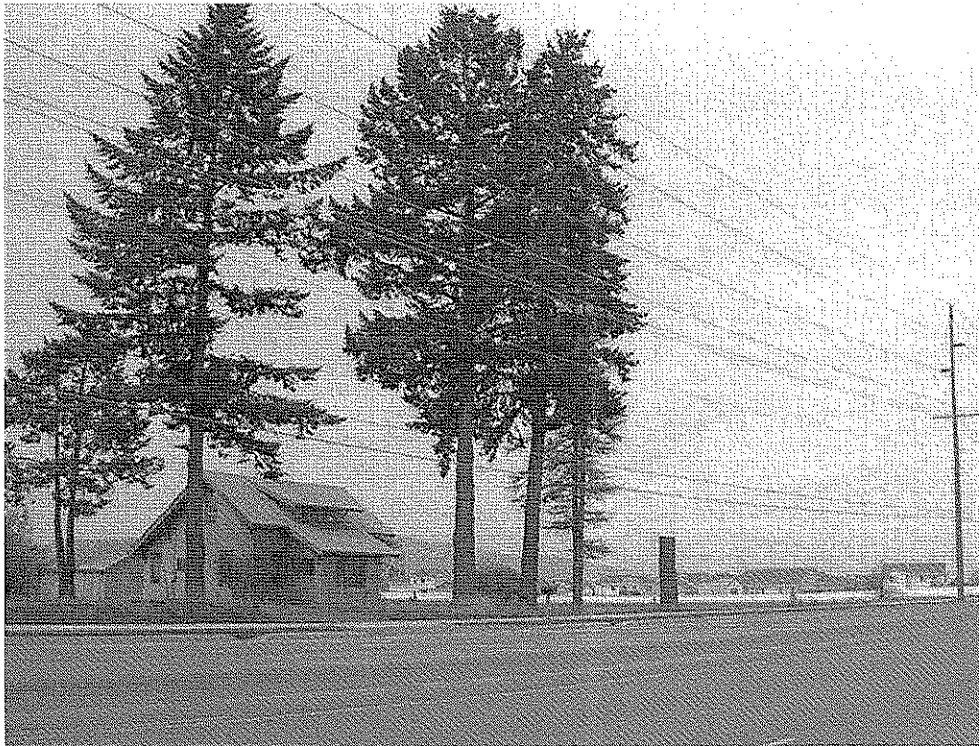
A. Site photo



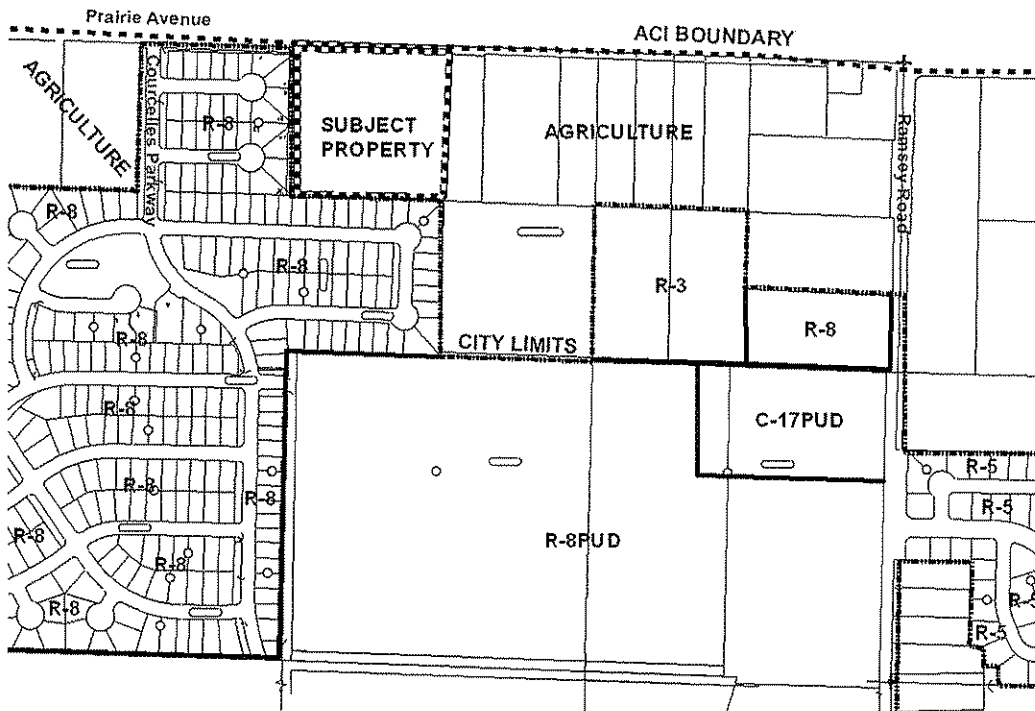
B. Subject property.



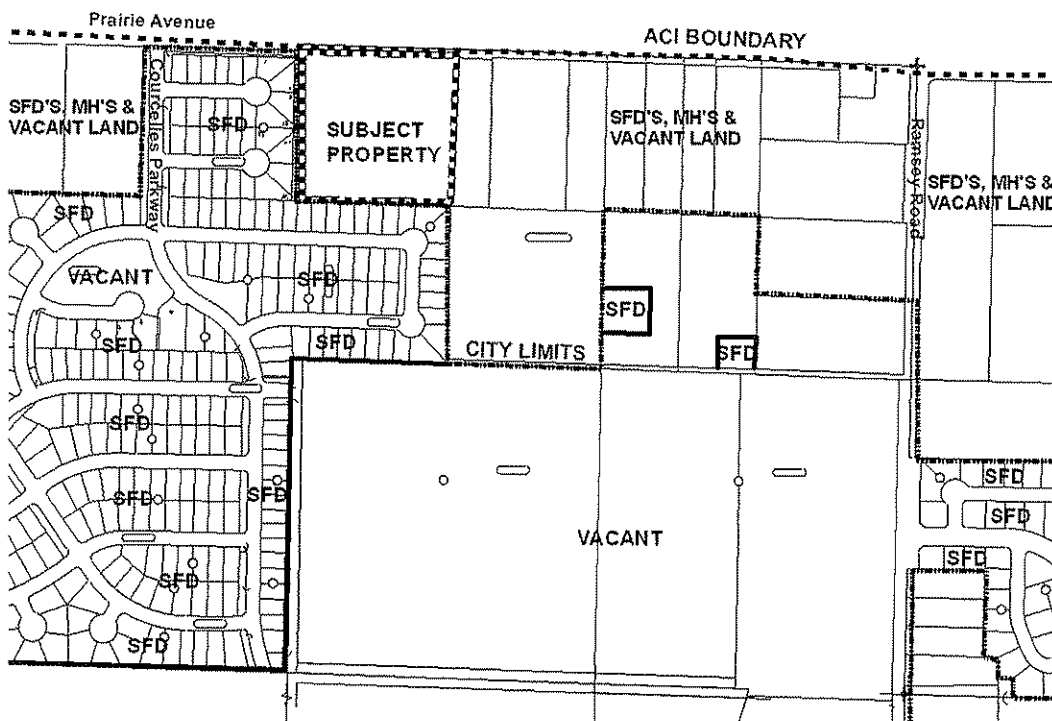
C. Looking North on Ramsey Road.



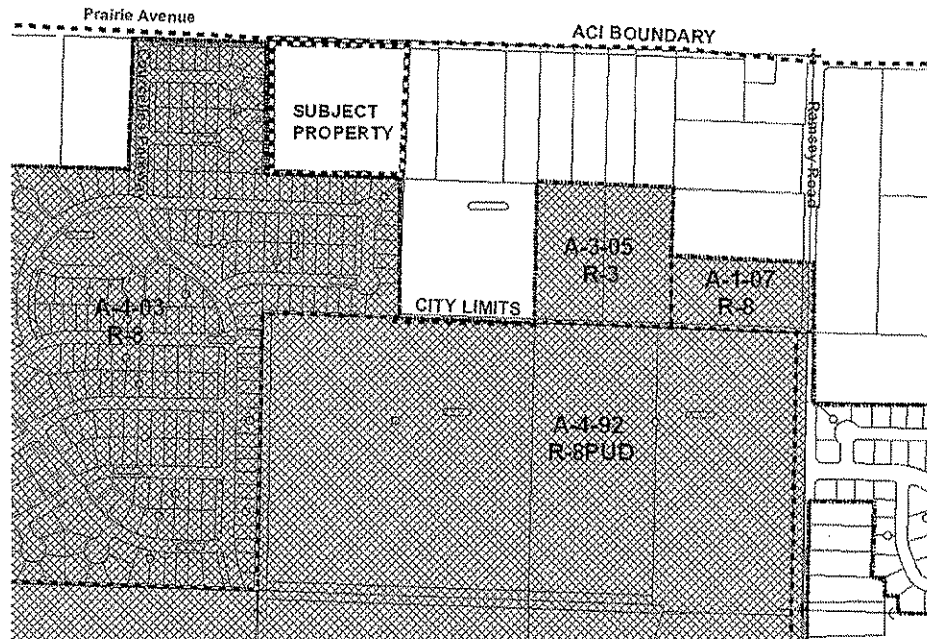
D. Zoning.



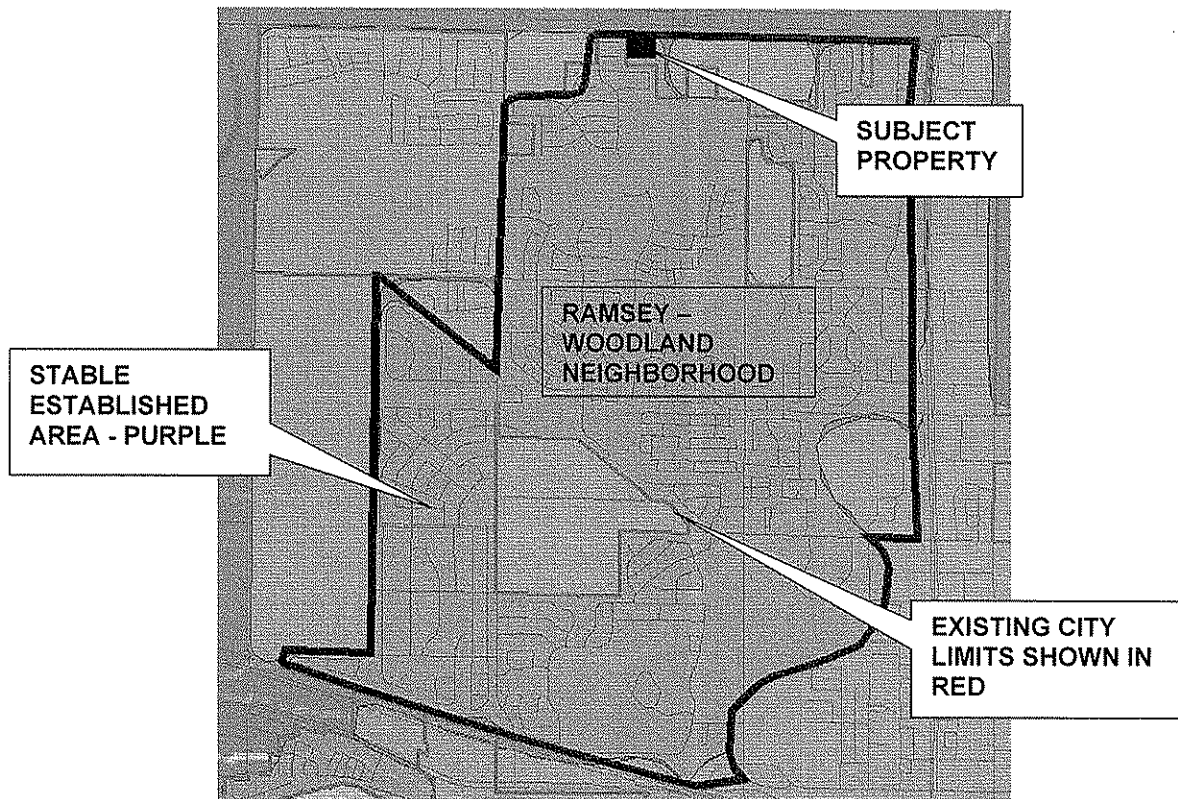
E. Generalized land use.



F. Annexations in surrounding area:



G. 2007 Comprehensive Plan - Stable Established – Ramsey – Woodland Area:



H. Applicant: Meckel Engineering
3606 North Schreiber Way
Coeur d'Alene, ID 83815

Owner: Christopher O. Acarregui
P. O. Box 7705
Bend, Oregon 97708

I. The subject property is predominately vacant but does contain a single-family dwelling.

J. Land uses in the area include residential – single-family and mobile homes, church, agriculture and vacant land.

K. Prior actions on surrounding property (See map on page 4):

1. A-4-92 – Coeur d'Alene Place – R-8PUD - approved in 1992.
2. A-4-03 – Sunshine Meadows – R-8 - approved in 2003.
3. A-3-05 - Ramsey Cove – R-3 - approved in 2005.
4. A-1-07 – Provence 21 – R-8 - approved in 2007

L. RCA-6-08 – Request To Consider Annexation – Approved by the City Council on March 10, 2008.

M. The Planning Commission heard this request on May 13, 2008 and approved it by a 3 to 0 vote.

PERFORMANCE ANALYSIS:

A. Zoning:

The requested R-8 district is intended as a residential area that permits a mix of housing types at a density not greater than eight (8) units per gross acre with a minimum lot size of 5,500 sq. ft. and 50 feet of frontage on a public street and the following uses.

In this district a special use permit may be requested by the developer for a two (2) unit per gross acre density increase for each gross acre included in a pocket residential development. This density increase provision is established to reflect the concern for energy and environment conservation.

Permitted uses:

1. Single-family detached housing.
2. Duplex housing.
3. Cluster housing.
4. Essential service (underground).
5. "Home occupation" as defined in this title.
6. Administrative.

Uses allowed by special use permit:

1. Public recreation facilities, whether or not buildings are involved.

2. Neighborhood recreation.
3. Community education.
4. Religious assembly.
5. Convenience sales.
6. Essential service (aboveground).
7. Restriction to single-family only (see district column).
8. A two (2) unit per gross acre density increase (see district column).
9. Group dwelling-detached housing.
10. Community organization.
11. Community assembly.
12. Childcare facility.
13. Juvenile offenders facility.
14. Boarding house.
15. Handicapped or minimal care facility.
16. Noncommercial kennel.
17. Commercial film production.

The zoning pattern (see zoning map on page 3) shows R-3, R-8, R-8PUD, and R-5 zoning in the incorporated areas and Agricultural zoning in the County areas surrounding the subject property.

The R-3 zone is a residential zone that allows single-family detached housing at a density of 3 units/acre with a minimum lot size of 11,500 sq. ft. and 75 feet of frontage on a public street.

The R-5 zone is a residential zone that allows single-family detached housing at a density of 5 units/acre with a minimum lot size of 8,500 sq. ft. and 50 feet of frontage on a public street.

The R-8 zone is a residential zone that allows single-family, duplex, and pocket housing at a density of 8 units/acre with a minimum lot size of 5,500 sq. ft. and 50 feet of frontage on a public street.

The Agricultural zone is suitable for farming and forestry uses and allows a single-family dwelling or class A or B manufactured home on less than 5 acres.

Evaluation: The City Council, based on the information before them must determine if the R-8 zone is appropriate for this location and setting.

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

1. The portion of the subject property to be annexed is within the Area of City Impact Boundary.
2. The City Comprehensive Plan Map designates the subject property as Stable Established –

Ramsey – Woodland Area, as follows:

Stable Established Areas:

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

Ramsey-Woodland Neighborhood:

Characteristics of the neighborhoods have, for the most part, been established and should be maintained. Development in this area will continue to grow in a stable manner. Lower density zoning districts will intermingle with the existing Coeur d'Alene Place Planned Unit Development (PUD) providing a variety of housing types. The northern boundary is the edge of the community, offering opportunities for infill.

The characteristics of Ramsey - Woodland neighborhoods will be:

- That overall density may approach three to four residential units per acre (3-4:1), however, pockets of higher density housing and multi-family units are appropriate in compatible areas.
- Pedestrian and bicycle trails.
- Parks just a 5-minute walk away.
- Neighborhood service nodes where appropriate.
- Multi-family and single-family housing units.

Significant policies:

- Objective 1.12 - Community Design:
Support the enhancement of existing urbanized areas and discourage sprawl.
- Objective 1.13 - Open Space:
Encourage all participants to make open space a priority with every development and annexation.
- Objective 1.14 - Efficiency:
Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.
- Objective 3.02 - Managed Growth:
Coordinate planning efforts with our neighboring cities and Kootenai County, emphasizing connectivity and open spaces.
- Objective 3.16 - Capital Improvements:
Ensure infrastructure and essential services are available prior to approval for properties seeking development.
- Objective 4.02 - City Services:
Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation,

recycling, and trash collection).

3. Evaluation: The City Council must determine, based on the information before them, whether the Comprehensive Plan policies do or do not support the request. Specific ways in which the policy is or is not supported by this request should be stated in the finding.

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

SEWER:

The applicant has proposed to install both a temporary connection to the south through the Sunshine Meadows development that will connect to existing sanitary sewer and a permanent "dry" connection to the east that would connect to the sanitary main as detailed in the City's Sewer Master Plan. Upon the extension and installation of the main as detailed in the Northwest Quadrant Master Plan, the proposed area would be required to abandon the "temporary" southerly connection and make the connection to the east. Also, the applicant will be required to install the sanitary connection from the Coeur d'Alene Place development to Sunshine Meadows (+/-600'), and remove the temporary sanitary sewer lift station that serves the Sunshine development.

Comments submitted by Don Keil, Assistant Wastewater Superintendent

WATER:

This area is within the boundaries of the Hayden Lake Irrigation District and the applicant will need to pursue water supply with them. We do have a new main in the area but, would have to have approval from HLID to provide service.

Comments submitted by Terry Pickel, Assistant Wastewater Superintendent

STORMWATER:

All stormwater will be required to be contained on site, and those issues will be addressed at the time of development of the subject property.

TRAFFIC:

Utilizing the proposed 6.1 acres at R-8 zoning, there may be up to 48 residential units on the subject property. It is therefore possible that the single family units may generate an additional 43 average daily trips (ADT's) during the peak hour periods. The amount of traffic that may be generated by the proposed assisted living use cannot be determined at this time but will be addressed at the time of development.

Evaluation: The adjacent street, a five lane arterial roadway, should accommodate the additional traffic volume.

STREETS:

The proposed area of annexation is bordered by Prairie Avenue, a recently reconstructed five (5) lane arterial roadway section.

Evaluation: The applicant is not proposing any street layout on the subject property at this time, however, Prairie Avenue, the roadway that adjoins the subject property and the principal point of access, is under the jurisdiction of the Post Falls Highway

District. Authorization and approval from that agency will be required prior to any development on the site. All approvals will be required in writing from the PFHD.

Submitted by Chris Bates, Engineering Project Manager

FIRE:

The Fire Department will address issues such as water supply, fire hydrants, Fire department access, etc., prior to any site development.

Submitted by Glenn Lauper, Deputy Fire Chief

POLICE:

I have no comments at this time.

Submitted by Steve Childers, Captain, Police Department

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

The subject property is relatively flat with no physical constraints.

Evaluation: The physical characteristics of the site appear to be suitable for the request at this time.

E. Finding #B11: That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.

The surrounding area contains existing single-family and mobile homes on larger parcels in the County areas and single-family in developing single-family neighborhoods in City areas including Coeur d'Alene Place (R-8PUD), Sunshine Meadows (R-8), and Legacy Place (R-5). The subject property also has frontage on Ramsey Road, which is designated as a minor arterial on the Transportation plan.

Evaluation: The subject property is in an area of developing single-family neighborhoods with densities lower or comparable to the R-8 zoning requested by the applicant.

F. Items recommended for an Annexation Agreement.

None.

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

ACTION ALTERNATIVES:

Staff recommends the City Council take the following action:

The City Council must consider this request and make appropriate findings to approve, deny or deny without prejudice. The findings worksheet is attached.

If the Council approves the request, they may adopt the Planning Commission findings, create their own findings or use some of the Planning Commission findings and some of their own findings.

If the Council denies the request, a new set of findings must be made.

F:\pcstaffreportsA208]

RESOLUTION NO. 09-010

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ANNEXATION AGREEMENT WITH PRAIRIE AVENUE DEVELOPMENT, LLC.

WHEREAS, an annexation agreement has been negotiated between the City of Coeur d'Alene and the Prairie Avenue Development, LLC, pursuant to the terms and conditions set forth in said agreement, a copy of which is attached hereto as Exhibit "1" and by this reference made a part hereof; and

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

BE IT RESOLVED, that the city enter into an annexation agreement with the Prairie Avenue Development, LLC in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said annexation agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 17th day of February, 2009.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

_____ was absent. Motion _____.

ANNEXATION AGREEMENT

THIS AGREEMENT, made and dated this ____ day of January, 2009, by and between the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as the "City," and **Prairie Avenue Development, LLC**, an Idaho Limited Liability Company, who's address is 64 NW Skyliner Summit Loop Bend, Oregon 97701, (the "Owner").

WITNESSETH:

WHEREAS, Owner owns a parcel of land ("the Property") adjacent to the City limits that he wishes to develop, and the Owner has applied for annexation to the City. The Property is more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference; and

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

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

ARTICLE I: LEGAL DESCRIPTION

1.1. Property Description: The Property is an approximately 9.4 acre parcel located at 2212 West Prairie Avenue (south of Prairie Avenue, between Ramsey and Atlas Roads). The legal description for the Property is attached hereto as Exhibit "A".

ARTICLE II: STANDARDS

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

ARTICLE III: UTILITIES

3.1. Water and Sewer: The Owner agrees to use the City's sanitary sewer systems for this development. The Owner further agrees to adhere to the terms of the Water Service Agreement between the City and the Hayden Lake Irrigation District, adopted by Resolution 03-060, dated June 17th, 2003, or the version in effect at date of approval of the construction drawings.

3.2. Garbage Collection: Upon expiration of any existing garbage hauling contract, the Owner agrees to use the garbage collection service in effect within the City of Coeur d'Alene for any development on the Property. The City will identify the garbage collection service to be used.

3.3. Maintenance of Private Sanitary Sewer and Water Lines: City shall not be responsible for maintenance of private sanitary sewer or water lines, if any, including appurtenances, within the Property.

3.4. Temporary Public Sewer: In order to provide immediate sanitary sewer capacity to the Property, Owner will install a temporary sewer line from the Property to the south through the Sunshine Meadows development that will connect to the existing sanitary sewer as depicted on the attached exhibit "B," which by this reference is incorporated herein. Additionally, the Owner will install the planned sanitary sewer line connection from its current terminus in the Coeur d'Alene Place development to the lift station located on Coeurcelles Parkway in the Sunshine Meadows development as detailed in exhibit "C", which by this reference is incorporated herein, and remove the temporary lift station from service. The lift station must be removed and abandoned in a manner that complies with all applicable federal, state and local regulations. All temporary sewer improvements required by this section will be completed at no cost to the City.

3.5. Permanent Sewer: In addition to the temporary sanitary sewer improvements detailed above in Section 3.4, the Owner will install a permanent "dry" sanitary sewer line to the east that will ultimately connect to the sanitary main as detailed in exhibit "B". Upon the extension and installation of the main as detailed in the Northwest Quadrant Master Plan, the temporary sewer connection to the south through the Sunshine Meadows development will be abandoned by the City. Owner hereby agrees to pay to the City the sum of One Thousand Dollars and no/100 (\$1,000.00) to pay for the future abandonment of the temporary sewer line described in Section 3.4 above. All permanent sewer improvements required by this section will be completed at no cost to the City

3.6. Street Lights: The Owner agrees to adhere to City policies and standards for street light design and construction.

ARTICLE IV: PUBLIC IMPROVEMENTS

4.1. Installation of Public Improvements: The Owner agrees that prior to occupancy of the Property, and prior to issuance of any building permits for the Property, the Owner shall, in accordance with City Code, submit plans for approval and construct and install all improvements required by this agreement or by City code including but not limited to sanitary sewer improvements, storm water disposal, water lines, hydrants, monumentation, grading, subbase, paving, curbs, dry utility conduit, street lights and sidewalks. The City shall have no

obligation, if any exists, for maintenance of improvements until such time as the City formally accepts the improvements.

4.2. Street Trees: The Owner agrees to adhere to City policies and standards for street trees.

4.3. Access to Prairie Avenue: The Property is accessed from Prairie Avenue, a recently reconstructed five (5) lane arterial roadway section, which is under the jurisdiction of the Post Falls Highway District ("PFHD"). Authorization and approval from that agency will be required prior to any development on the site. All approvals will be required in writing from the PFHD.

ARTICLE V: FEES

5.1. Annexation Fees: Owner agrees to provide specific consideration for annexation in the amount of Fifty Six Thousand Four Hundred Dollars and no/100 (\$56,400.00). This fee is based upon the formula found in the policy approved by Coeur d'Alene Municipal Resolution 94-059 (\$750 per allowed lot under the approved R-8 zoning). The sum specified is deemed by the parties to be a reasonable fee for City benefits and services to the Owner's project, including but not limited to public safety and other services. The Owner will remain responsible for all other costs and fees required by City code. Payment of the annexation fees will be due before the execution of this agreement.

5.2. Partial Refund of Annexation Fees: Owner has agreed to subdivide and sell approximately six (6) acres of the subject property to a non-profit agency for the construction of a hospice facility. Owner has submitted a site plan for the proposed hospice facility that indicates the maximum square footage of the hospice facility is Thirty Seven Thousand (37,000) square feet. A copy of the site plan is attached hereto as Exhibit "D" and by this reference incorporated herein. Owner further covenants that if the property is subdivided as proposed that the owner will not construct a facility larger than Thirty Seven Thousand (37,000) square feet on the six (6) acre parcel. Based, on the site plan and the covenant from the Owner, the City will calculate the annexation free for six (6) acres of the subject property based on the square footage of the proposed facility (as allowed by Coeur d'Alene Municipal Resolution 94-059) and refund the difference (Twenty Six Thousand Two Hundred Fifty Dollars and no/100 [\$26,250.00]) to the Owner if the subdivision is completed and a special use permit is granted for the hospice facility within one (1) year of the effective date of this Agreement.

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

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

5.5. Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare the annexation agreement that will benefit the Owner. Owner agrees to reimburse the City in the amount of Two Hundred Fifty Dollars and No/100 (\$250.00), which will be due before the execution of this Agreement.

ARTICLE VI. MISCELLANEOUS

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

6.2. Deannexation: Owner agrees that in the event the Owner fails to comply with the terms of this agreement, defaults, is otherwise in breach of this agreement, the City may deannex and terminate utility services without objection from Owner's, assigns or successors in interest of such portions of Owner's Property as City in its sole discretion decides.

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

6.4. Time is of the Essence: Time is of the essence in this agreement.

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

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

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

6.8. Compliance With Applicable Laws: The Owner agrees to comply with all applicable laws.

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

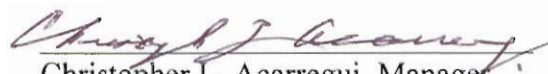
6.10. Publication of Ordinance: The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owner's Property shall occur. Upon proper execution and recordation of this agreement, the City will, to the extent lawfully permitted, adopt and thereafter publish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

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

CITY OF COEUR D'ALENE

PRAIRIE AVENUE DEVELOPMENT, LLC

By: _____
Sandi Bloem, Mayor


Christopher L. Acarregui, Manager

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2009, before me, a Notary Public, personally appeared Sandi Bloem and Susan K. Weathers, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.


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

Notary Public for Idaho
Residing at Coeur d'Alene
My Commission expires:

STATE OF OREGON)
) ss.
County of Deschutes)

On this 19 day of January, 2009, before me, a Notary Public, personally appeared Christopher L. Acarregui, known or identified to me to be the Owner and the person who executed the foregoing instrument.

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



Notary Public for Oregon
Residing at Bend
My Commission Expires: 8/28/10



EXHIBIT B

Dry Sewer for eventual connection to Master Sewer. (Dry sewer to be built is in Aqua)

Temporary Sewer (shown in RED)



Eventual Master Sewer Plan Route (Shown in Lite Brown)

EXHIBIT C

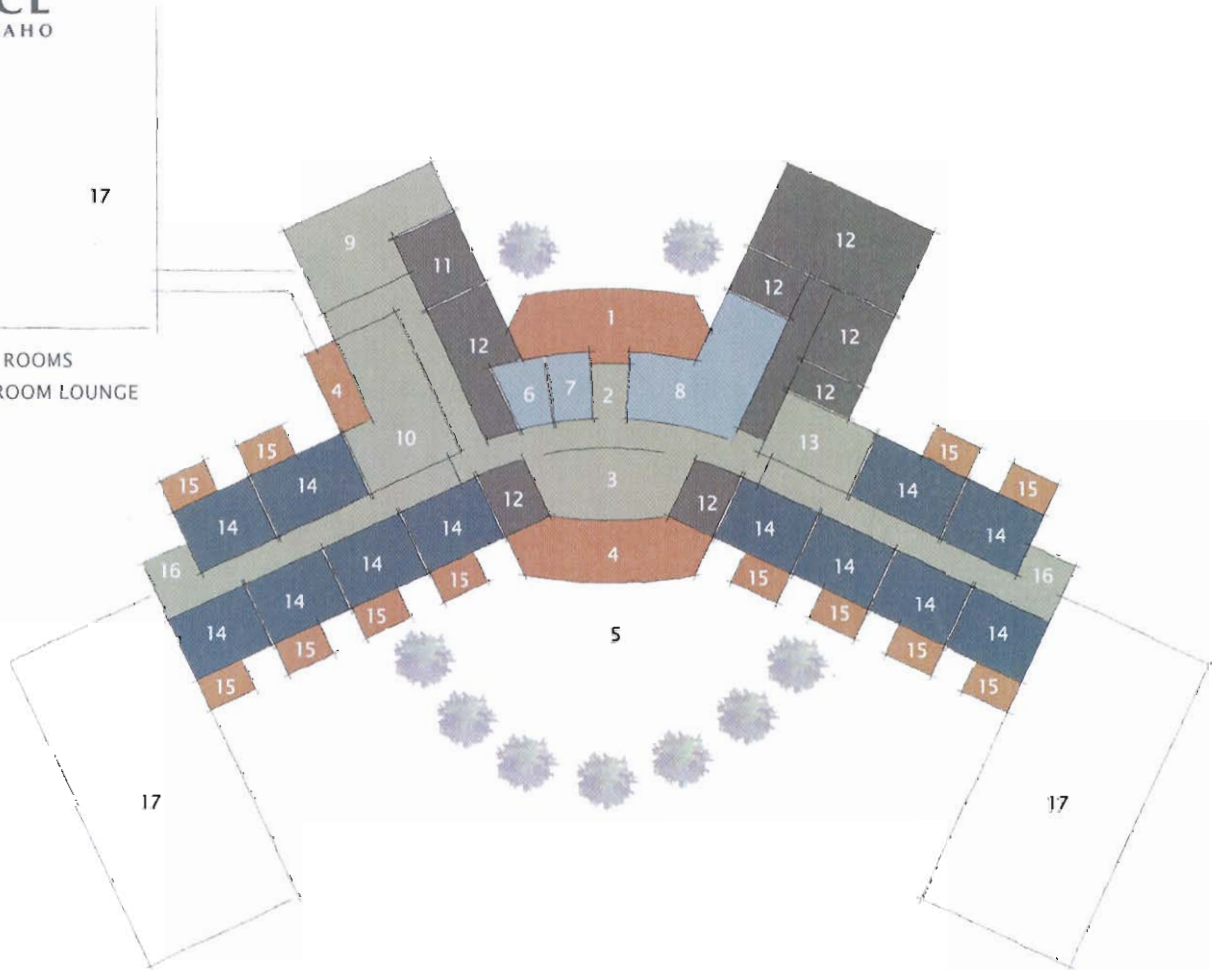
Courcelles Pkwy Gravity Sewer

EXHIBIT D



HOSPICE
OF NORTH IDAHO

- 1 COVERED ENTRY
- 2 ENTRY FOYER
- 3 GREAT ROOM
- 4 FAMILY DECK
- 5 REFLECTION GARDEN
- 6 HOUSE MANAGER
- 7 CONSULTATION ROOM
- 8 CLINICAL AREA
- 9 FAMILY & CHILD ACTIVITY ROOMS
- 10 FAMILY KITCHEN/DINING ROOM LOUNGE
- 11 PATIENT KITCHEN
- 12 SUPPORT SPACES
- 13 MEDITATION ROOM
- 14 CLIENT ROOMS (12)
- 15 CLIENT PATIO
- 16 FAMILY NOOKS
- 17 FUTURE EXPANSION



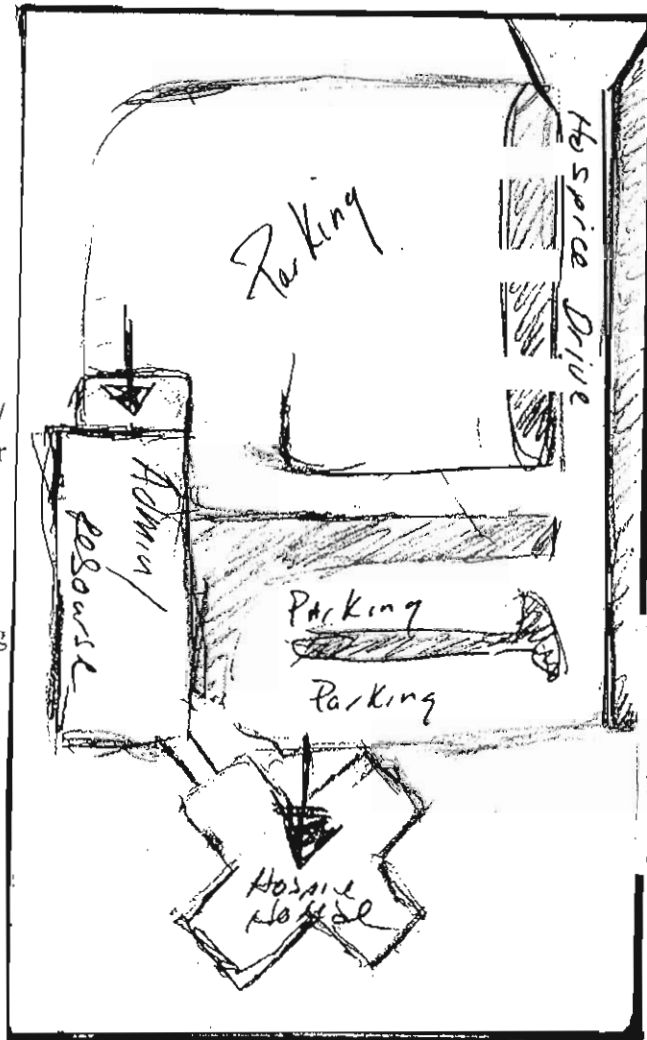
ALSC ARCHITECTS

Hospice of North Idaho
6 Acre Campus

**Future Administration/
Public Resource Center**
2 Floors

1st Floor 9,000 sq/ft
Conference Rooms
Bereavement Counseling
and Office Space

2nd Floor 9,000 sq/ft
Office Space
12 beds



Hospice House
1st Phase - 12 beds
13,000 sq/ft
2nd Phase - 10-
6,000 sq/ft



Engineering & Surveying

MECKEL ENGINEERING & SURVEYING
3906 N. Schreiber Way
Coeur d'Alene, ID 83815
Office 208-667-4638 • Fax 208-664-3347
www.meckel.com



Scott M. Rasor
1/30/09

January 30, 2009

Sec. 27, T51N, R4W

**PRAIRIE AVENUE DEVELOPMENT, LLC
ANNEXATION-TO-CITY OF COEUR D' ALENE
LEGAL DESCRIPTION**

A tract of land for City of Coeur d' Alene annexation purposes, being all of Tract 318, Amended plat of Hayden Lake Irrigated Tracts, according to the official plat on file in Book "C" at Page 67, excluding the North five (5) feet, thereof, deeded to the Post Falls Highway District, under Warranty Deed Instrument Number 1925201, AND EXCEPTING that portion of unnamed right-of-way of Hayden Lake Irrigated Tracts, bounded on the North by the Westerly extension of the North line of said Tract 318, on the South by the Westerly extension of the South line of said North 5 feet, on the East by the west line of said Tract 318 and on the West by the North-South centerline of Section 27, situated in the Northwest Quarter of the Northeast Quarter of Section 27, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Commencing at the North Quarter corner of said Section 27, monumented with an existing iron pipe with brass cap, marked PLS 5576, according to Corner Perpetuation and Filing Record on file under Instrument Number 2145301000, from which the Northeast corner of said Section 27, monumented according to Corner Perpetuation and Filing Record form on file under Instrument Number 2145300000, bears, South 88°12'34" East, a distance of 2614.46 feet;

thence along the North line of said Section 27, South 88°12'34" East, a distance of 653.61 feet;

thence, leaving said North line, along the Northerly extension and the East line of said Tract 318, South 01°06'23" West, a distance of 35.00 feet to an existing iron rod, 5/8 inch diameter with a 2-inch diameter aluminum cap marked PLS 11187 on the South right-of-way line of Prairie Avenue, the Point of Beginning;

thence continuing along the East line of said Tract 318, South 01°06'23" West, a distance of 627.16 feet to an existing iron rod, 5/8 inch diameter with a plastic cap marked PLS 6602, monumenting the Southeast corner of said Tract 318, being also a point on the existing City boundary;

thence along the South line of said Tract 318 and the existing City boundary, North 88°12'21" West, a distance of 633.41 feet to an existing iron rod, 30 inches long, 5/8 inch diameter with a plastic cap marked PLS 11119, according to Record of Survey on file in Book 25 at Page 333;

thence along the Westerly extension of the South line of said Tract 318 and the existing City boundary, North 88°12'21" West, a distance of 20.00 feet to an existing iron rod, 5/8 inch diameter with a plastic cap marked PLS 6602 on the North-South centerline and existing City boundary of said Section 27, common with the Easterly boundary of Sunshine Meadows according to the official plat on file in Book I at Page 496;

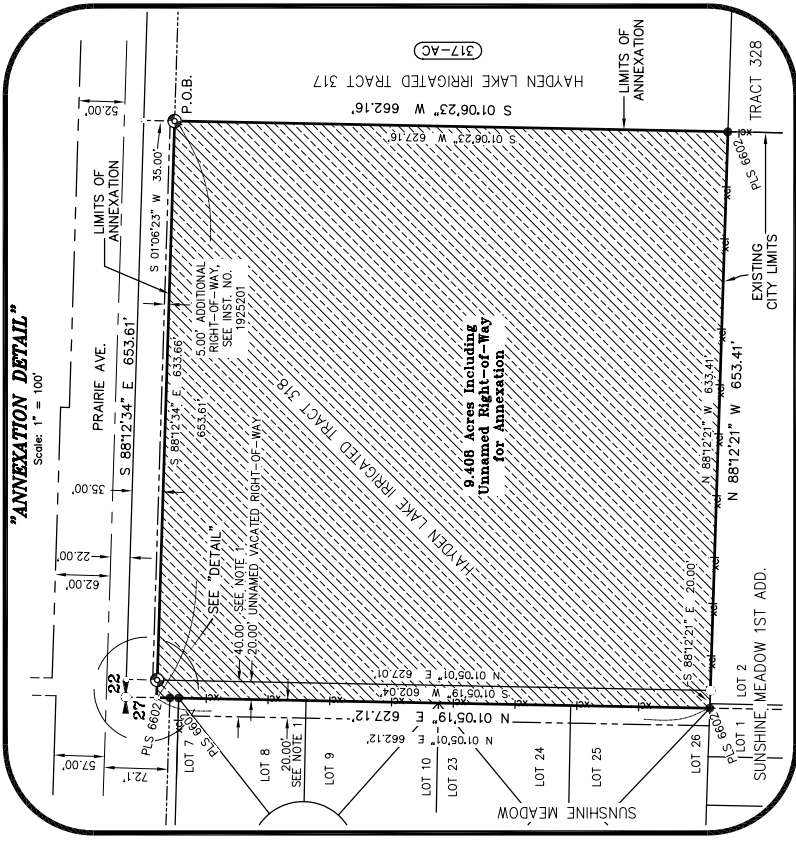
thence along said North-South centerline, North 01°05'19" East, a distance of 627.12 feet to the South right-of-way line of said Prairie Avenue;

thence along said South right-of-way line of Prairie Avenue South 88°12'34" East, a distance of 653.61 feet to the Point of Beginning, containing 9.408 acres of land, more or less.

RECORD OF SURVEY & ANNEXATION MAP

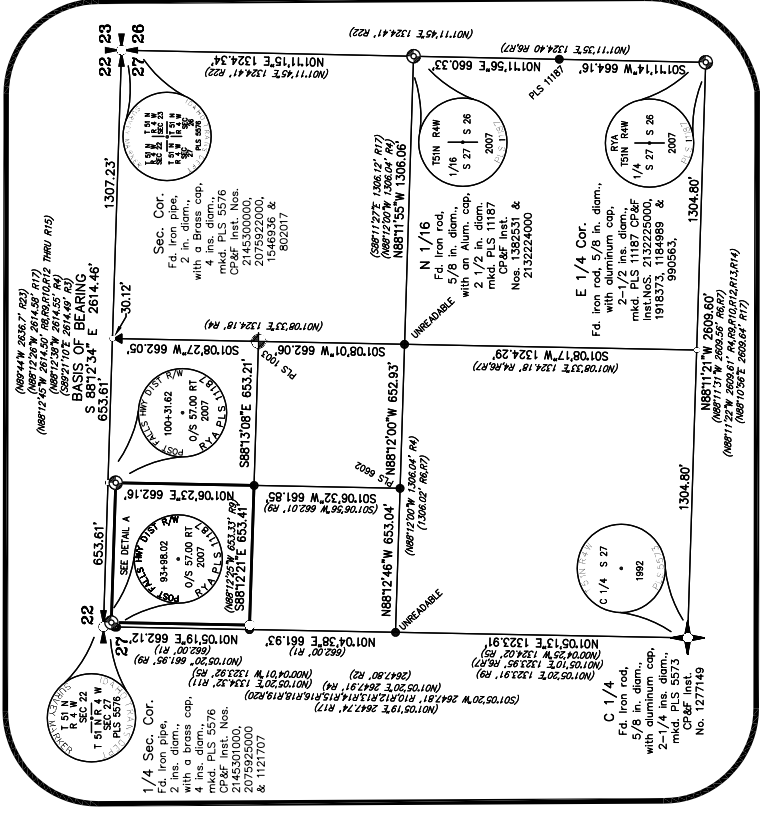
A PART OF TRACT 318 & A PART OF A VACATED RIGHT-OF-WAY, HAYDEN LAKE IRRIGATED TRACTS SEC. 27, T.51N., R.4W., B.M., KOOTENAI COUNTY, IDAHO

CITY OF COEUR D'ALENE ORDINANCE NO. 3355



"CORNER DETAIL"

SCALE 1" = 30'



SURVEYS OF RECORD & PRIOR SURVEYS (cont.)

- 19) W. B. MORRIS PLS 6602 MAY 2005
- 20) W. B. MORRIS PLS 6602 MAY 2005
- 21) G. R. DAHLMAN PLS 772 OCT. 2005
- 22) M. E. MOORE PLS 9717 AUG. 2007
- 23) S. M. WARNER PLS 4565 SEPT. 2007
- 24) S. M. RASOR PLS 6374 MAR. 2008

PURPOSE OF SURVEY

THIS SURVEY WAS PERFORMED TO SHOW THE BOUNDARIES OF ANNEXATION FOR HAYDEN LAKE IRRIGATED TRACT 318, INCLUDING A PORTION OF UNNAMED RIGHT-OF-WAY AS SHOWN ON PLAT OF HAYDEN LAKE IRRIGATED TRACT.

SURVEYOR'S NOTES

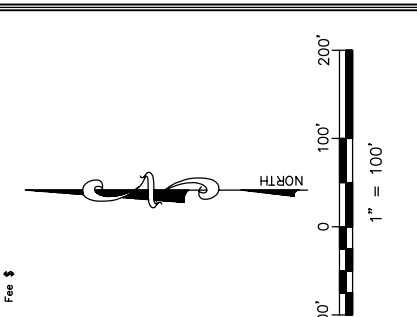
1. THE WESTERLY 30 FEET OF THIS 40 FOOT PLATTED RIGHT OF WAY SHOWN ON THE PLAT OF HAYDEN LAKE IRRIGATED TRACTS HAS BEEN VACATED. SEE INSTRUMENT NUMBER 1844200.

SURVEYOR'S CERTIFICATE

I, SCOTT M. RASOR, PROFESSIONAL LAND SURVEYOR NO. 6374 OF THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION FOR CHRIS ACARREGUI.

SCOTT M. RASOR, PLS 6374 DATE
 REGISTRATION SURVEYOR
 STATE OF IDAHO
 6374

BOOK _____ PAGE _____
 No. _____
 STATE OF IDAHO
 COUNTY OF KOOTENAI
 AT THE REQUEST OF:
MECKEL ENGINEERING & SURVEYING
 At _____ minutes past _____ o'clock _____ M
 Date: _____
 DANIEL J. ENGLISH, RECORDER
 By _____ Deputy
 Fee \$ _____



BASIS OF BEARING
 THE BASIS OF BEARING FOR THIS SURVEY IS THE NAD 83, (99 ADJUSTMENT), IDAHO STATE PLANE SYSTEM, WEST ZONE. MEASURING ANGLES TO THE RIGHT AND TO THE LEFT AND THE NORTH QUANTER OF SECTION 27 AND THE FOUND MONUMENT AT THE NORTHEAST CORNER OF SECTION 27 USING COEU GPS (NNS PID SV785) LOCATED AT THE CORNER. ALL DISTANCES SHOWN ARE CORRECTED FOR SLOPE AND CURVATURE. FACTOR OF 1.0000987 AND A PROJECT ELEVATION OF 2276.14 FEET, NAVD 88, AT IDIT 1 COEU GPS. ALL BEARINGS SHOWN ARE GRID. TO CALCULATE GEODETIC BEARINGS ADD THE CONVERGENCE ANGLE OF 0°48'26" TO THE SUBTRACT FROM THE GRID BEARINGS AND SOUTHWEST BEARINGS.

- ### LEGEND
- FOUND AN IRON ROD, 5/8 INCH DIAMETER, WITH A PLASTIC CAP MARKED AS SHOWN
 - ▲ FOUND A 1/2 INCH DIAMETER IRON ROD WITH A PLASTIC CAP MARKED PLS 772
 - ◆ FOUND A 5/8 INCH DIAMETER IRON ROD WITH A 2 1/2 INCH DIAMETER ALUMINUM CAP MARKED AS SHOWN
 - FOUND A 5/8 INCH DIAMETER IRON ROD WITH A 2 INCH DIAMETER ALUMINUM CAP MARKED PLS 11187
 - FOUND AN IRON ROD, 3/8 INCH LONG, 5/8 INCH DIAMETER, WITH A PLASTIC CAP MARKED PLS 11119
 - CALCULATED POINT (NOTHING FOUND OR SET)
 - POINT OF BEGINNING
 - SURVEYS OF RECORD & PRIOR SURVEYS
 - EXISTING CITY LIMITS
 - AREA OF ANNEXATION

RECORD OF SURVEY & ANNEXATION MAP
 A PART OF TRACT 318 & A PART OF A VACATED RIGHT-OF-WAY, HAYDEN LAKE IRRIGATED TRACTS SEC. 27, T.51N., R.4W., B.M., KOOTENAI COUNTY, IDAHO

COUNCIL BILL NO. 09-1006
ORDINANCE NO. _____

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 27, TOWNSHIP 51, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.050, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #38; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

SECTION 1. That the property as set forth in Exhibit "A", attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as R-8 (Residential at 8 units/acre).

SECTION 2. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, be and the same is hereby amended as set forth in the preceding section hereof.

SECTION 3. That the Planning Director be and he is hereby instructed to make such change and amendment on the three (3) official Zoning Maps of the City of Coeur d'Alene.

SECTION 4. That the above described property be and the same is hereby declared to be and shall be a part of Precinct #38, and that Section 1.16.050, Coeur d'Alene Municipal Code, be and the same is hereby amended to include the herein annexed property within the described boundaries of Precinct #38.

SECTION 5. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

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

APPROVED by the Mayor this 17th day of February, 2008.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Annexation A-2-08 +/- Acre Parcel at 2212 W Prairie Avenue

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 27, TOWNSHIP 51, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.050, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #38; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, 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. _____, Annexation A-2-08 +/- Acre Parcel at 2212 W Prairie Avenue, 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 17th day of February, 2009.

Warren J. Wilson, Chief Civil Deputy City Attorney



Engineering & Surveying

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Coeur d'Alene, ID 83815
Office 208-667-4638 • Fax 208-664-3347
www.meckel.com



Scott M. Rasor
1/30/09

January 30, 2009

Sec. 27, T51N, R4W

**PRAIRIE AVENUE DEVELOPMENT, LLC
ANNEXATION-TO-CITY OF COEUR D' ALENE
LEGAL DESCRIPTION**

A tract of land for City of Coeur d' Alene annexation purposes, being all of Tract 318, Amended plat of Hayden Lake Irrigated Tracts, according to the official plat on file in Book "C" at Page 67, excluding the North five (5) feet, thereof, deeded to the Post Falls Highway District, under Warranty Deed Instrument Number 1925201, AND EXCEPTING that portion of unnamed right-of-way of Hayden Lake Irrigated Tracts, bounded on the North by the Westerly extension of the North line of said Tract 318, on the South by the Westerly extension of the South line of said North 5 feet, on the East by the west line of said Tract 318 and on the West by the North-South centerline of Section 27, situated in the Northwest Quarter of the Northeast Quarter of Section 27, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Commencing at the North Quarter corner of said Section 27, monumented with an existing iron pipe with brass cap, marked PLS 5576, according to Corner Perpetuation and Filing Record on file under Instrument Number 2145301000, from which the Northeast corner of said Section 27, monumented according to Corner Perpetuation and Filing Record form on file under Instrument Number 2145300000, bears, South 88°12'34" East, a distance of 2614.46 feet;

thence along the North line of said Section 27, South 88°12'34" East, a distance of 653.61 feet;

thence, leaving said North line, along the Northerly extension and the East line of said Tract 318, South 01°06'23" West, a distance of 35.00 feet to an existing iron rod, 5/8 inch diameter with a 2-inch diameter aluminum cap marked PLS 11187 on the South right-of-way line of Prairie Avenue, the Point of Beginning;

thence continuing along the East line of said Tract 318, South 01°06'23" West, a distance of 627.16 feet to an existing iron rod, 5/8 inch diameter with a plastic cap marked PLS 6602, monumenting the Southeast corner of said Tract 318, being also a point on the existing City boundary;

thence along the South line of said Tract 318 and the existing City boundary, North 88°12'21" West, a distance of 633.41 feet to an existing iron rod, 30 inches long, 5/8 inch diameter with a plastic cap marked PLS 11119, according to Record of Survey on file in Book 25 at Page 333;

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thence along said North-South centerline, North 01°05'19" East, a distance of 627.12 feet to the South right-of-way line of said Prairie Avenue;

thence along said South right-of-way line of Prairie Avenue South 88°12'34" East, a distance of 653.61 feet to the Point of Beginning, containing 9.408 acres of land, more or less.

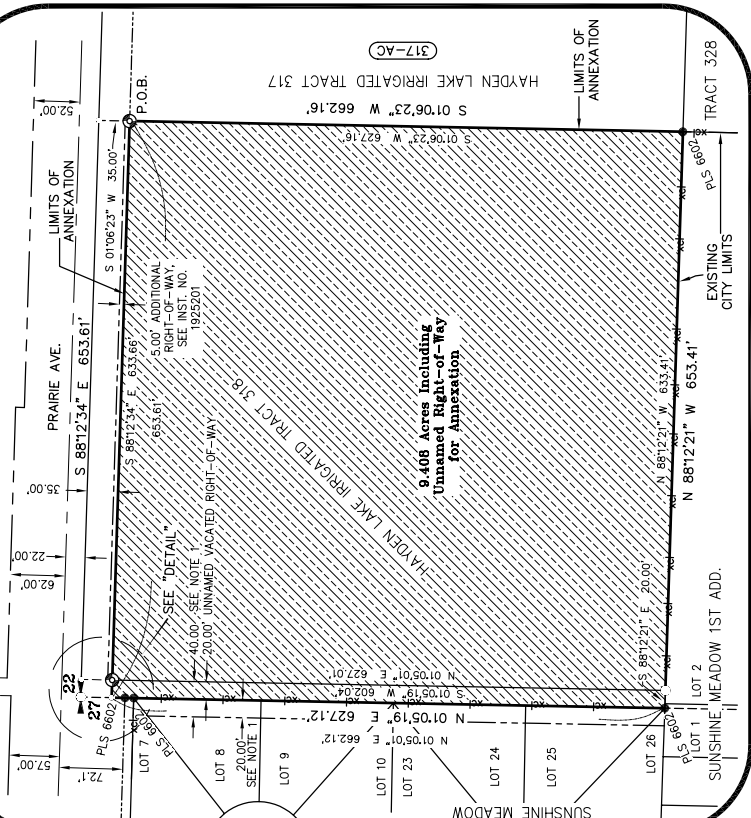
RECORD OF SURVEY & ANNEXATION MAP

A PART OF TRACT 318 & A PART OF A VACATED RIGHT-OF-WAY, HAYDEN LAKE IRRIGATED TRACTS SEC. 27, T.51N., R.4W., B.M., KOOTENAI COUNTY, IDAHO

CITY OF COEUR D'ALENE ORDINANCE NO. 3355

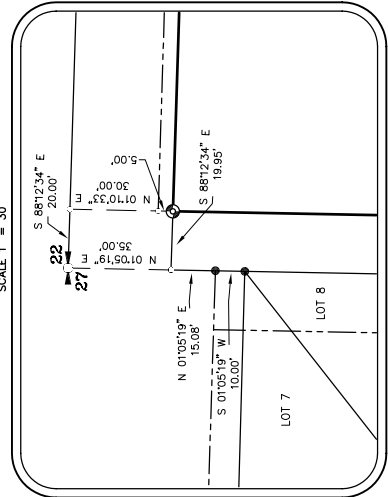
"ANNEXATION DETAIL"

Scale: 1" = 100'

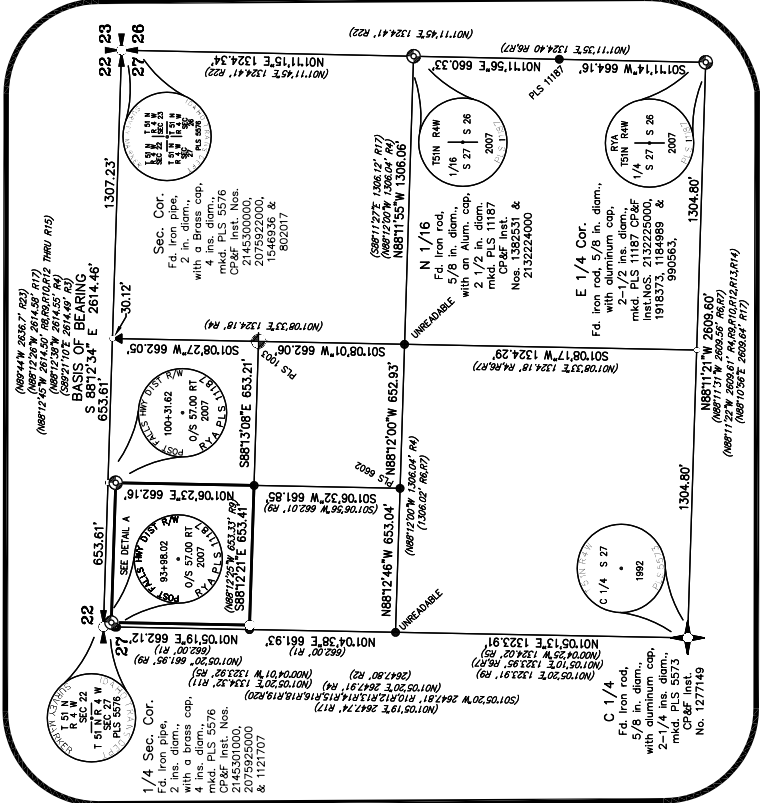


"CORNER DETAIL"

Scale: 1" = 30'



NOTE: THIS RECORD OF SURVEY DOES NOT ATTEMPT TO SHOW ALL LOCATION OF PRESCRIPTIVE EASEMENTS, FENCE LINES OR PHYSICAL FEATURES OF THE PROPERTY, ITEMS SUCH AS BUILDINGS, ROADS AND FENCES IF SHOWN, ARE FOR INFORMATIONAL PURPOSES ONLY.



BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS THE NAD 83, (99 ADJUSTMENT), IDAHO STATE PLANE SYSTEM, WEST ZONE. MEASURING BEARINGS ARE TO BE READ TO THE RIGHT AND THE NORTH QUARTER OF SECTION 27 AND THE FOUND MONUMENT AT THE NORTHEAST CORNER OF SECTION 27 USING COEU GPS (NNS PID SV795) LOCATED AT THE OFFICE. ALL DISTANCES SHOWN ARE MEASURED TO THE CENTER OF THE INSTRUMENT FACTOR OF 1.0000987 AND A PROJECT ELEVATION OF 2276.14 FEET, NAVD 88, AT IDIT 1 COEU GPS. ALL BEARINGS SHOWN ARE TO CALCULATE GEODETIC BEARINGS ADD THE CONVERGENCE ANGLE OF 0°48'26\"/>

LEGEND

- FOUND AN IRON ROD, 5/8 INCH DIAMETER, WITH A PLASTIC CAP MARKED AS SHOWN
- ▲ FOUND A 1/2 INCH DIAMETER IRON ROD WITH A PLASTIC CAP MARKED PLS 772
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- FOUND A 5/8 INCH DIAMETER IRON ROD WITH A 2 INCH DIAMETER ALUMINUM CAP MARKED PLS 11187
- FOUND AN IRON ROD, 3/8 INCH LONG, 5/8 INCH DIAMETER, WITH A PLASTIC CAP MARKED PLS 11119
- CALCULATED POINT (NOTHING FOUND OR SET)
- POINT OF BEGINNING
- SURVEYS OF RECORD & PRIOR SURVEYS
- EXISTING CITY LIMITS
- AREA OF ANNEXATION

SURVEYS OF RECORD & PRIOR SURVEYS (cont.)

- | | | | |
|-------------------|----------|------------|--|
| 19) W. B. MORRIS | PLS 6602 | MAY 2005 | BK. J. PG. 191 - 191D SUNSHINE MEADOW 6TH ADDITION |
| 20) W. B. MORRIS | PLS 6602 | MAY 2005 | BK. J. PG. 192 - 192D SUNSHINE MEADOW 7TH ADDITION |
| 21) G. R. DAHLMAN | PLS 772 | OCT. 2005 | BK. 24, PG. 76 |
| 22) M. E. MOORE | PLS 9717 | AUG. 2007 | BK. 24, PG. 88 SEF SORBOANE ADDITION |
| 23) E. M. WARNER | PLS 4565 | SEPT. 2007 | BK. 25, PG. 193 |
| 24) S. M. RASOR | PLS 6374 | MAR. 2008 | BK. 25, PG. 333 |

PURPOSE OF SURVEY

THIS SURVEY WAS PERFORMED TO SHOW THE BOUNDARIES OF ANNEXATION FOR HAYDEN LAKE IRRIGATED TRACT 318, INCLUDING A PORTION OF UNNAMED RIGHT-OF-WAY AS SHOWN ON PLAT OF HAYDEN LAKE IRRIGATED TRACT.

SURVEYOR'S NOTES

1. THE WESTERLY 30 FEET OF THIS 40 FOOT PLATTED RIGHT OF WAY SHOWN ON THE PLAT OF HAYDEN LAKE IRRIGATED TRACTS HAS BEEN VACATED. SEE INSTRUMENT NUMBER 1844200.

SURVEYOR'S CERTIFICATE

I, SCOTT M. RASOR, PROFESSIONAL LAND SURVEYOR NO. 6374 OF THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION FOR CHRIS ACARREGUI.



SCOTT M. RASOR, PLS 6374 DATE

SURVEYS OF RECORD & PRIOR SURVEYS

- | | | | |
|---|------------|------------|---|
| ON FILE WITH BUREAU OF LAND MANAGEMENT (BLM) | SEPT. 1880 | SEPT. 1920 | BK. C, PG. 67 |
| BK. C, PG. 67 | NOV. 1981 | NOV. 1981 | BK. 3, PG. 173 |
| BK. 3, PG. 173 | AUG. 1989 | AUG. 1989 | BK. 8, PG. 13 |
| BK. 8, PG. 13 | SEPT. 1992 | SEPT. 1992 | BK. 11, PG. 236 |
| BK. 11, PG. 236 | OCT. 1992 | OCT. 1992 | BK. 11, PG. 265 |
| BK. 11, PG. 265 | DEC. 1994 | DEC. 1994 | COEUR D'ALENE PLACE ADDITION, REAR PLACE 1ST ADDITION |
| COEUR D'ALENE PLACE ADDITION, REAR PLACE 1ST ADDITION | NOV. 1995 | NOV. 1995 | BK. 6, PG. 34D - 34DB |
| BK. 6, PG. 34D - 34DB | AUG. 2002 | AUG. 2002 | BK. J. PG. 377 - 377C STODDARD MEADOWS |
| BK. J. PG. 377 - 377C | SEPT. 2003 | SEPT. 2003 | BK. 22, PG. 183 |
| BK. 22, PG. 183 | DEC. 2003 | DEC. 2003 | BK. I, PG. 496 - 496G SUNSHINE MEADOWS |
| BK. I, PG. 496 - 496G | MAY 2004 | MAY 2004 | BK. J. PG. 31 - 31F SUNSHINE MEADOW 1ST ADDITION |
| BK. J. PG. 31 - 31F | JULY 2004 | JULY 2004 | BK. 22, PG. 416 |
| BK. 22, PG. 416 | JULY 2004 | JULY 2004 | BK. 22, PG. 54F SUNSHINE MEADOW 2ND ADDITION |
| BK. 22, PG. 54F | NOV. 2004 | NOV. 2004 | BK. J. PG. 103 - 103E SUNSHINE MEADOW 3RD ADDITION |
| BK. J. PG. 103 - 103E | NOV. 2004 | NOV. 2004 | BK. J. PG. 104 - 104C SUNSHINE MEADOW 4TH ADDITION |
| BK. J. PG. 104 - 104C | MAR. 2005 | MAR. 2005 | BK. 23, PG. 182 |
| BK. 23, PG. 182 | MAR. 2005 | MAR. 2005 | BK. J. PG. 154 - 154E SUNSHINE MEADOW 5TH ADDITION |

JOB NO: AC06E603
DWG FILE: AC06E603.DWG
CREW: ASH & DRB

DRAWN: DBO & SAQ
CHECKED:

SHEET 1 OF 1
DATE: FEB. 12, 2009



MECKEL ENGINEERING & SURVEYING
3906 N. SWANBERG HWY, COEUR D'ALENE, IDAHO, 83815 (208)667-1439 fax: (208)666-1947

RECORD OF SURVEY & ANNEXATION MAP
A PART OF TRACT 318 & A PART OF A VACATED RIGHT-OF-WAY,
HAYDEN LAKE IRRIGATED TRACTS SEC. 27, T.51N., R.4W., B.M.,
KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
No. _____
STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF:
MECKEL ENGINEERING & SURVEYING
A _____ minutes past _____ o'clock _____ M
Date: _____
By: DANIEL J. ENGLISH, RECORDER
Deputy
Fee \$ _____

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

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

FUND	BALANCE 12/31/08	RECEIPTS	DISBURSE- MENTS	BALANCE 1/31/09
<u>General-Designated</u>	\$445,042	\$20,959	\$10,583	\$455,418
<u>General-Undesignated</u>	(1,199,985)	17,935,393	10,493,269	6,242,139
<u>Special Revenue:</u>				
Library	(171,964)	536,988	95,000	270,024
Cemetery	84,829	19,034	26,058	77,805
Parks Capital Improvements	340,920	1,040,644	121,809	1,259,755
Impact Fees	3,565,588	126,219	1,554,843	2,136,964
Annexation Fees	132,399	39,991		172,390
Insurance	1,968,319	56,332	4,045	2,020,606
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	919,911	1,023,573	911,911	1,031,573
LID Guarantee	281,145	3,855		285,000
LID 124 Northshire/Queen Anne/Indian Meadows	782			782
LID 127 Fairway / Howard Francis	49,709		49,846	(137)
LID 129 Septic Tank Abatement	195,175	9,248		204,423
LID 130 Lakeside / Ramsey / Industrial Park	94,592			94,592
LID 133 E Sherman/Gravel Sts/Forest Prk Paving	-			-
LID 143 Lunceford / Neider	6,688			6,688
LID 146 Northwest Boulevard	174,804	13,337		188,141
LID 148 Fruitland Lane Sewer Cap Fees	-			-
<u>Capital Projects:</u>				
Street Projects	336,222	864,254	101,997	1,098,479
2006 GO Bond Capital Projects	571,293	1,039	44,989	527,343
<u>Enterprise:</u>				
Street Lights	173,614	40,769	45,690	168,693
Water	380,312	202,740	359,257	223,795
Water Capitalization Fees	1,093,920	12,880		1,106,800
Wastewater	16,194,291	497,145	431,645	16,259,791
Wastewater-Reserved	1,123,926	26,500		1,150,426
WWTP Capitalization Fees	2,325,219	30,034		2,355,253
WW Property Mgmt	60,668			60,668
Sanitation	291,348	265,938	237,179	320,107
Public Parking	614,606	11,535	32,131	594,010
Stormwater Mgmt	515,588	161,120	216,820	459,888
Wastewater Debt Service	70	60,339	60,338	71
<u>Trust and Agency:</u>				
Kootenai County Solid Waste Billing	189,391	196,593	189,391	196,593
LID Advance Payments	492		105	387
Police Retirement	1,381,467	92,522	57,060	1,416,929
Cemetery P/C	2,108,031	2,550	38,537	2,072,044
Sales Tax	1,165	1,431	230	2,366
Fort Sherman Playground	-			-
Jewett House	13,181	979	2,864	11,296
KCATT	3,398	6		3,404
Reforestation	19	6,365		6,384
Street Trees	201,743	3,067		204,810
Community Canopy	1,100	2	147	955
CdA Arts Commission	1,080	2	84	998
Public Art Fund	78,450	143		78,593
Public Art Fund - LCDC	177,073	322		177,395
Public Art Fund - Maintenance	110,885	201	166	110,920
KMPO - Kootenai Metro Planning Org	87,537	2,832	55,208	35,161
BID	103,387	6,981		110,368
Homeless Trust Fund	333	363	333	363
GRAND TOTAL	\$35,027,764	\$23,314,225	\$15,141,535	\$43,200,454

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 FOUR MONTHS ENDED
 31-Jan-2009

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/31/2009	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$178,075	\$56,834	32%
	Services/Supplies	18,560	3,835	21%
Administration	Personnel Services	487,884	159,820	33%
	Services/Supplies	319,576	4,943	2%
Finance	Personnel Services	618,800	206,991	33%
	Services/Supplies	134,590	34,083	25%
Municipal Services	Personnel Services	781,490	263,323	34%
	Services/Supplies	519,090	231,490	45%
Human Resources	Personnel Services	200,841	69,210	34%
	Services/Supplies	50,600	7,885	16%
Legal	Personnel Services	1,188,345	386,099	32%
	Services/Supplies	103,542	26,562	26%
	Capital Outlay			
Planning	Personnel Services	480,015	160,971	34%
	Services/Supplies	59,800	18,951	32%
Building Maintenance	Personnel Services	274,385	79,785	29%
	Services/Supplies	147,975	33,004	22%
Police	Personnel Services	8,388,028	2,794,585	33%
	Services/Supplies	720,719	193,872	27%
	Capital Outlay	138,018	74,055	54%
Fire	Personnel Services	6,198,116	2,248,528	36%
	Services/Supplies	419,402	103,845	25%
	Capital Outlay	30,000	35,952	120%
General Government	Services/Supplies	202,890	177,830	88%
Byrne Grant (Federal)	Services/Supplies	80,662	524	1%
COPS Grant	Services/Supplies			
CdA Drug Task Force	Services/Supplies	51,640	10,109	20%
	Capital Outlay			
Streets	Personnel Services	1,801,367	575,560	32%
	Services/Supplies	512,750	141,771	28%
	Capital Outlay	235,000	115,120	49%
ADA Sidewalk Abatement	Personnel Services	140,214	513	0%
	Services/Supplies	71,600	37,717	53%
Engineering Services	Personnel Services	524,633	141,766	27%
	Services/Supplies	736,600	126,771	17%
	Capital Outlay			

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 FOUR MONTHS ENDED
 31-Jan-2009

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/31/2009	PERCENT EXPENDED
Parks	Personnel Services	1,210,389	321,340	27%
	Services/Supplies	433,820	79,473	18%
	Capital Outlay	81,000	9,900	12%
Recreation	Personnel Services	584,633	164,060	28%
	Services/Supplies	151,600	20,091	13%
	Capital Outlay	41,000		
Building Inspection	Personnel Services	832,665	262,429	32%
	Services/Supplies	56,150	13,712	24%
	Capital Outlay	16,000	15,900	99%
Total General Fund		<u>29,222,464</u>	<u>9,409,209</u>	<u>32%</u>
Library	Personnel Services	922,504	294,178	32%
	Services/Supplies	192,900	56,630	29%
	Capital Outlay	65,000	17,999	28%
Cemetery	Personnel Services	172,654	56,832	33%
	Services/Supplies	76,080	22,934	30%
	Capital Outlay	48,000	20,542	43%
Impact Fees	Services/Supplies	2,000,000	1,454,789	73%
Annexation Fees	Services/Supplies	400,000	400,000	100%
Parks Capital Improvements	Capital Outlay	1,578,000	349,281	22%
Insurance	Services/Supplies	318,000	10,978	3%
Total Special Revenue		<u>5,773,138</u>	<u>2,684,163</u>	<u>46%</u>
Debt Service Fund		<u>2,383,816</u>	<u>961,838</u>	<u>40%</u>
Ramsey Road	Capital Outlay			
Govt Way - Dalton to Hanley	Capital Outlay	300,000		
Howard - Neider Extension	Capital Outlay	450,000		
4th St - Lakeside to Harrison	Capital Outlay		81,038	
4th St - Anton to Timber	Capital Outlay		196	
Ironwood	Capital Outlay			
15th Street - Lunceford to Dalton	Capital Outlay	220,000		
Seltice Way	Capital Outlay			
15th St & Harrison signal	Capital Outlay	250,000		
Front Street	Capital Outlay			
GO Bond - Refunding & Misc	Capital Outlay			
Library Building	Capital Outlay		6,222	
Fire Dept GO Bond Expenditure	Capital Outlay	500,000	80,471	16%
Total Capital Projects Funds		<u>1,720,000</u>	<u>167,927</u>	<u>10%</u>

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 FOUR MONTHS ENDED
 31-Jan-2009

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/31/2009	PERCENT EXPENDED
Street Lights	Services/Supplies	572,090	153,640	27%
Water	Personnel Services	1,489,698	491,856	33%
	Services/Supplies	3,674,714	373,093	10%
	Capital Outlay	1,856,000	518,487	28%
Water Capitalization Fees	Services/Supplies	1,000,000		
Wastewater	Personnel Services	2,070,178	599,629	29%
	Services/Supplies	5,001,574	524,756	10%
	Capital Outlay	8,620,000	732,495	8%
	Debt Service	1,488,860	60,938	4%
WW Capitalization	Services/Supplies	3,798,325		
Sanitation	Services/Supplies	3,100,546	795,281	26%
Public Parking	Services/Supplies	184,132	52,443	28%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	372,189	100,958	27%
	Services/Supplies	521,837	149,953	29%
	Capital Outlay	675,000	145,940	22%
Total Enterprise Funds		<u>34,425,143</u>	<u>4,699,469</u>	<u>14%</u>
Kootenai County Solid Waste		2,400,000	553,555	23%
Police Retirement		244,728	73,122	30%
Cemetery Perpetual Care		103,000	32,647	32%
Jewett House		16,300	4,608	28%
Reforestation		2,000		
Street Trees		40,000	8,700	22%
Community Canopy		620	363	59%
CdA Arts Commission		6,700	1,104	16%
Public Art Fund		101,000		
Public Art Fund - LCDC		105,000		
Public Art Fund - Maintenance		5,000	1,055	21%
Fort Sherman Playground			2,707	
KMPO		539,200	157,965	29%
Business Improvement District		142,000	60,000	42%
Homeless Trust Fund		4,000	988	25%
Total Trust & Agency		<u>3,709,548</u>	<u>896,814</u>	<u>24%</u>
TOTALS:		<u><u>\$77,234,109</u></u>	<u><u>\$18,819,420</u></u>	<u><u>24%</u></u>