



Coeur d'Alene

CITY COUNCIL MEETING

March 15, 2011

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**

March 1, 2011

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room March 1, 2011 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

INVOCATION: The invocation was led by Pastor Dick Hege, Coeur d'Alene Bible Church.

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

PRESENTATION – WATER RESEARCH INBRE (IDEA NETWORK OF BIOMEDICAL RESEARCH EXCELLENCE) PROGRAM: Professor Rhena Cooper from North Idaho College introduced the students who reported on their research of water quality in area lakes and the river as it relates to the water quality. Andy, a student from NIC, reported on his research on Lake Fernan for dissolved oxygen and E.coli. NIC student Brianna compared water quality from the Post Falls and Coeur d'Alene Wastewater Treatment Plants and reported that all levels were within acceptable limits. NIC student Tom presented his research of water quality at Coeur d'Alene City Beach.

PUBLIC COMMENTS:

McEuen Park Improvement Project – Public Vote: Those speaking in favor of a public vote on the McEuen Park Improvement Project were Rita Sims-Snyder, 808 Front Ave; Julie Clark, 602 Pine Avenue; Sharon Culbreth, 206 Hubbard; Sharon Hebert, 4255 Wirth Drive; Ron Harwood, 9256 N. Maple St., Hayden, Idaho; Mary Comfort, 901 ½ N. 4th; Vermont Trotter, 512 S. 14th Street; Steve Ayles, 2925 E. Packsaddle Dr.; Frank Orzell, 310 E. Garden; Richard Sherrell, 1308 Cd'A Ave.; Anthony Hall, 720 C Street; Jeff Anderson, 3660 Evergreen Drive; Mary Souza, 4153 W. Fairway Drive.

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

1. Approval of minutes for February 15, 2011.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, March 7th at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 11-008: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NO PARKING ZONE ON FRONT STREET, WEST OF 7TH STREET AND ON 7TH STREET, JUST NORTH OF FRONT STREET.
4. Approval of cemetery lots repurchases from Carol Gregory and Roy Purcell.
5. Approval of beer/wine license for Java on Sherman at 324 Sherman Avenue.
6. Authorizing the Police Department to purchase patrol vehicles from Knudtsen Chevrolet and Lake City Ford.

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

RECESS: Motion by Hassell, seconded by Bruning to call for a 10 minute recess. Motion carried. The meeting recessed at 7:10 p.m. The meeting reconvened at 7:26 p.m.

COUNCIL COMMENTS:

COUNCILMAN BRUNING: Councilman Bruning announced that volleyball camp registration began Feb. 27th and will remain open until registration is full. Spring soccer registration is available March 1-10th. For more please contact the Recreation Department at 769-2250. He announced that Specialized Needs Recreation presents the Rhythm Dawgs, as a fundraiser dance to be held April 9th at the Eagles. The cost of a ticket is \$5.00 with proceeds going to the Specialized Needs Recreation Program.

COUNCILMAN GOODLANDER: Councilman Goodlander read a letter from Dr. E. R. W. Fox dated 12/12/97 which recalled the transition of McEuen Field and urged that McEuen Field be improved to serve the greatest good for the greatest number.

COUNCILMAN KENNEDY: Councilman Kennedy announced that the City Council will be meeting, for the first time, with Team McEuen to review the proposed park plan on March 3rd at 7:30 a.m. at Parkside Towers, 3rd floor.

APPOINTMENT – PED/BIKE ADVISORY COMMITTEE: Motion by Kennedy, seconded by Bruning to appoint Marjorie Hern to the Ped/Bike Advisory Committee. Motion carried.

ADMINISTRATOR'S REPORT: City Administrator Wendy Gabriel announced a thank you to the Street Maintenance Department and the Parks Department for their tireless efforts to clean up after "Storm Fast Eddy." The next Legislative Town Hall Meeting has been scheduled for Saturday, March 12th, from 8:30 a.m. to 10:00 a.m., in the Library Community Room. Everyone is invited and encouraged to attend. Last Friday we had the pleasure of touring the new Kathy

Reed House at an Open House event. The Kathy Reed House is a 36 unit low income senior apartment building located at Howard and Neider Avenue right next to the Lynn Peterson House. Your local Arbor Day Committee announced the annual art contest to design a button for 2011 Arbor Day celebrations. Designs must be submitted by Friday, March 4th. For more information, contact Karen Haskew at 769-2266. Spring is coming and two landscape care workshops have been planned for Friday, March 11th. They are designed for anyone who makes decisions about, or participates in, the maintenance of landscapes, from professional landscape contractors to church trustees or homeowners' association board members. Both workshops will be held at the Trailhead building at Q'emiln Park in Post Falls. A \$10 registration fee per workshop helps cover workshop costs. A workshop brochure and registration form is available on-line at www.communitycanopy.org or call Katie at 208/415-0415. Teen videographers have the opportunity to win up to \$350 for their entries in Teen Film Festival 2011, with contests sponsored by North Idaho libraries and the Idaho Commission for Libraries. Videos can be submitted by individuals or groups, but participants must be age 13-18. Call the Coeur d'Alene Library for more information at 769-2315. There are two vacancies on the city's Noise Abatement Board. If you are interested in serving, please contact Susan Weathers at 769-2231 for an application. The 23rd Annual Writers Competition at the Coeur d'Alene Public Library is underway for writers over age five can submit up to two entries in either the fiction or nonfiction prose category (no poetry please). The deadline for entries is March 31st. Entries mailed to the library should be postmarked no later than March 30th. I am pleased to report that last Wednesday a federal jury completely cleared the City and the three police officers involved in the City v. Aaseby case. This frivolous case was filed by Larry Purviance alleging that the City and several of its police officers violated his client's civil rights. The majority of the claims were previously dismissed by the judge and the few remaining claims, involving alleged use of excessive force, were resolved today. Last week, our Water Department sponsored a cross connection meeting with other purveyors and DEQ. One thing that was evident in that meeting was the excellent leadership role that City of Coeur d'Alene cross control program managers, Greg Schrempp and Gary Nolan. During the meeting the people from Rathdrum, Sandpoint, East Greenacres, North Kootenai Water, Hayden Lake Irrigation, Department of Environmental Quality, etc. all commented on how Coeur d'Alene is leading the field in backflow prevention.

PUBLIC HEARING – AMENDMENTS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS ACTION PLAN FOR 2010: Mayor Bloem read the rules of order for this public hearing. Councilmen Bruning and Goodlander declared a conflict of interest. Renata McLeod, Project Coordinator, gave the staff report.

Mrs. McLeod requested the Council to authorize the proposed amendment to the CDBG 2010 Annual Action Plan including the following:

- To allocate \$14,000 from the Community grant program that was not awarded as follows: \$10,000 to Whitewater Development for the Riverstone Apartment project and \$4,000 awarded to the Lake City Senior Center for a facility enhancement in support of the Meals on Wheels program.
- To reallocate funds originally set aside for a sidewalk project within the East Fairway area in the amount of \$27,006, as follows: \$25,000 to land acquisition of 102 and 106 Homestead Avenue; and \$1,006 added to the Administration line item, \$600 added to the

Low-to-Moderate-Income sidewalk line item, with the remaining \$400 added to the Lake City Senior Center public service line item.

Councilman Edinger believes that the funding of the Lake City Senior Center is a good investment.

Councilman Kennedy thanked Mrs. McLeod for her diligence on managing the CDBG funds.

PUBLIC COMMENTS: Mayor Bloem called for public comments with none being received.

Motion by Kennedy, seconded by Edinger to authorize the amendments to the CDBG Fund 2010 Annual Action Plan as presented. **ROLL CALL:** Kennedy, Aye; McEvers, Aye; Bruning, Abstain; Edinger, Aye; Hassell, Aye; Goodlander, Abstain. Motion carried.

RECESS: Motion by Kennedy, seconded by Hassell to recess this meeting to March 3rd at 7:30 a.m. at the Parkside Towers for a joint workshop with the McEuen Steering Committee. Motion carried.

The meeting recessed at 7:45 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, CMC
City Clerk

**A CONTINUED MEETING OF THE
COEUR D'ALENE CITY COUNCIL
HELD AT THE PARK TOWERS, 3RD FLOOR
601 FRONT AVENUE
HELD ON
MARCH 3, 2011**

The Coeur d'Alene City Council met in continued session at the Park Towers, 601 Front Avenue, 3rd Floor on March 3, 2011 at the hours of 7:30 a.m. there being present upon roll call a quorum.

Mayor Sandi Bloem

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

Jim Elder) Members of McEuen Park Steering Committee Present
John Bruning)
Steve Anthony)
Sandy Emerson)
Peter Luttrupp)
Ilene Moss)
Wendy Gabriel)
Denise Wetzel)
Scott Cranston)
Dave Yadon)
Dave Patzer)
Dennis Spencer)
LaDonna Beaumont)

Monty Miller) Members of Team McEuen Present
Dick Stauffer)
Del Hatch)
Phil Boyd)

Susan Weathers) Staff Members Present
Troy Tymesen)
Mike Gridley)

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

McEuen Field Workshop: Doug Eastwood distributed a copy of today's agenda which includes a review by the Design Team, review of proposed changes, possibilities for relocation, cost estimates and setting a tentative date to bring plan forward to the City Council.

Dick Stauffer from Team McEuen reviewed the process starting with an overhead view of the existing McEuen Park and the existing Tubbs Hill trailhead. He reviewed the community values established by the City Council, and the mission statement, which is: "Our mission is to develop a dynamic master plan, that allows the park to evolve into a destination park, with compelling and memorable features that serve the greatest number of uses for the greatest number of people, of all ages and abilities, throughout all seasons; stimulating economic benefits to the community; supporting regional events; & recognizing the legacy of the McEuen Field area."

Mr. Stauffer presented the Team McEuen's design concept in response to the Council's community values for McEuen. The next step was to have the Steering Committee's review the proposed design and then present it to the community with 3 public information meetings, 42 service committee meetings, 16 steering committee meetings and 4 design review meetings.

Phil Boyd, also a member of Team McEuen presented the survey which has been made available to the public through the web site or written form and submitted to the design team. He noted that the web site survey response shows that 70% agree with the proposal, 35% disagree and 4% no response. He broke the responses down to those responding from within the City of Coeur d'Alene, responses from those living in Kootenai County and responses received outside of the City and Kootenai County. The survey results are also incorporated into the findings.

Del Hatch reported that some elements that need further review which includes: reducing/eliminating the skate park; eliminate waterfall, picnic structure at new eastern Tubbs Hill trail head; eliminate option for overlook structures; re-evaluate the sledding hill by either downsizing or eliminating the sledding hill; re-evaluate waterfall at enhanced west Tubbs Hill trail head including considering eliminating the waterfall; refining ideas for the Freedom Fountain, incorporate a four-season use & interest, possibly incorporate as sculptural opportunity; consider eliminating bridge to Boardwalk unless as alternate or independent project by others; look for opportunity to "replace" Freedom Tree near Grand Plaza; reduce the "urban water" elements in the project; and, cost out Centennial Trail Parking Level as base bid but allow for deductive alternate. Councilman Edinger commented that the proposal is to eliminate the east end trail head improvements, and asked if the plan for an accessible trail remains. Mr. Hatch responded that yes, the accessible trail is a very important part of accessibility and that it is not a paved trail but a natural trail. Councilman Edinger asked how wide the trail would be and Mr. Hatch responded that it would be in the 5'-6' range so, if someone is traveling the trail in a wheelchair, another pedestrian can pass by. Councilman McEvers asked if all these changes are a result of the survey. Mr. Hatch responded that the changes are a result of the survey and looking at the least favorable responses. Mr. Stauffer added that these changes are also a result of the public meetings and noted that positive responses are about 2 positive responses to 1 negative. Mr. Hatch noted that the committee looked at all the responses that rated 68% or less and those are the items the Steering Committee has suggested amending. Peter Luttrupp also noted that the committee also reviewed all the written comments received in addition to the quantitative data.

Jim Elder noted that the written comments were consistent with the data received. Mr. Boyd added that the elements being tweaked are not set in stone and further refinement is planned. Mr. Hatch commented that these design concepts are merely placeholders in the layout of the park and are not the definitive designs. Mr. Hatch also noted that their focus was to create a park that would be used year-round and that was one of the reasons why the sledding hill was incorporated into the initial conceptual design. Councilman Edinger asked if the proposed plans to the Tubbs Hill trail be removed from the plan. Mr. Hatch noted that there is a strong response to put the trail on the north side of Tubbs Hill. Councilman Kennedy believes that if the two opposing groups could meet and work out their issues regarding the Tubbs Hill trail that would be best. Councilman Kennedy believes that although the skate park received low numbers, he believes that the survey should be the only denominator in removing the skate park. Doug Eastwood noted that the numbers are not the only denominator but also risk factor is a part of the decision process, but he does agree that the skate park is an important part of this park for the user group. LaDonna Beaumont commented that the impassioned statements for either keeping or removing an item from the plan were also weighted in the decision process.

Phil Boyd discussed the community value of ensuring the replacement of a displaced facility with an equal or better facility. He noted that the boat launch replacement facility is proposed at either the Education Corridor or Silver Beach area. He noted these two proposed designs are very conceptual. Doug Eastwood noted that when the option of removing the boat launch was presented the response was that a boat launch needed to be located between City Beach and Blackwell. The Education corridor presents silt maintenance issue. Silver Beach was presented by ITD as an option and showed how a boat launch could work at that site. He also noted that the State has not done master planning for the true need of boat launch facilities. He commented that another site just east of City Park could be created and he added that the city is not responsible for all boat launch needs to the lake, but for all groups to create a master plan for the area's needs. Mr. Stauffer explained why the current 3rd Street boat launch is not the most ideal location for a boat launch in that the boaters must navigate high traffic and pedestrian traffic to get to the launch where access to either the Education Corridor site or the Silver Beach site are much more accessible. Councilman Edinger asked about statistics on traffic /pedestrian accidents. Mr. Eastwood noted that there were 34 accidents at the intersections of Front and 2nd or Front and 3rd. Sandy Emerson who stated he was the designated boater representative on the committee and he has realized that placing a boat launch next to a park is not a good scenario. Councilman Kennedy asked what changed Mr. Emerson's mind about moving boat launch. Mr. Emerson responded that when they started the process with a clean slate the evolution of the design made it clear to him that the boat should not be located where it is and that the boating world has changed since the boat launch was initially placed there. LaDonna Beaumont also commented that she too was against the boat launch removal until she went through this process. Scott Cranston commented that as City's population increases so does the conflict of people vs. boaters if the boat launch remains. He also believes it is not the City's responsibility to accommodate all boaters on the lake but rather they can be a partner with other agencies to create a master plan for the boating public. Councilman McEvers asked if the initial design had kept the boat launch, would their decision be the same. Del Hatch responded that the design team and steering committee looked at the community values, in particular the values of connecting the downtown to McEuen park and the highest and best use of waterfront and that their consideration was between 20,000-30,000 residents vs. 2,000 – 3,000 boaters. Councilman

McEvers asked if the committee considered the same rationale for the 52 kids that use the Legion baseball diamond. Doug responded that they did. Sandy Emerson also noted that the proposed improvements include expanded boat slips which serves the boaters better than simply a launch.

In regard to the baseball facilities, sites that were considered were high schools, 15th Street proposed facility, IFI site proposed facility or Memorial Field. He commented that the 15th Street site could accommodate the Legion field; Memorial Field could accommodate a baseball and softball complex with a swinging fence; Lake City High School would accommodate the field and is a good existing facility; Coeur d'Alene High School next to the fairgrounds is also a feasible site for a baseball complex. Dennis Spencer, representing the American Legion, noted that the concession receives much more from the McEuen field than from any other proposed site. Councilman Edinger agrees that McEuen's Legion field is used by the high school teams as well so there are more kids using that field than just the American Legion team. Councilman Edinger asked who would provide the lights for the alternative field and who is going to pay for the improvements since some of the proposed sites are outside the LCDC boundaries. Dick Stauffer responded that those are issues outside the purview of this committee. Doug Eastwood commented that the baseball fields, even if they are used by more than one team, are considered a restrictive use. He noted that the high school fields are excellent and are in better condition than McEuen Legion field, but the issue is lighting and it would be proposed that the lighting be moved from McEuen to the high school field. He noted that the Eagles had approached the American Legion and they had expressed an interest in their site. Councilman Kennedy asked if the area where the amphitheater seating is located could also be used as a baseball field. Dick Stauffer referred back to the community values and the issue of how to create a park for the most people to use. He noted that people are saying that this plan is against baseball or boating and that is not the case, but the plan was reviewed collectively and designed for accommodating the most elements to create a park for the highest use. Doug Eastwood noted that the current Legion field is designed backwards. He added that City Park usually has 2,000 visitors/day on weekdays and 3,000 on weekends. Additionally during the 3-day street fair period about 30,000 people go through City Park. Dennis Spencer, representing the American Legion, commented that by moving the baseball field to a high school you are eliminating a baseball field; however, the school district has property located next to Woodland Middle School that the City could partner with the school in developing a baseball field at that site.

Dick Stauffer believes that it would be nice to see more than one location for boat launching. Peter Luttrupp believes that there is a synergy created by this proposed park plan and volunteers are willing to contribute to the improvements to the City.

In regard to the parking, Phil Boyd explained the design options for bidding one level of parking or two levels of parking. He also noted that when a person is building a home they think in terms of 10-15-20 years, when a City designs facilities they need to think in terms of 50-75-100 years and that is what this park plan is doing. Councilman McEvers asked if this design would be broken into phases. Dick Stauffer noted that because of the design there will be a need to design packages. Monty Miller noted that when the final design is developed, the next process will be the costing out of the several elements and how each element interplays in the overall design. Councilman McEvers commented that one of the major factors is the cost of this project and commented he had heard from more people opposing the cost. Councilman Edinger asked

when are they going to have the cost estimates and that the costs need to include the cost of moving the boat launch and the baseball field. He believes that he needs the cost before he can approve any design. Dick Stauffer responded that costs will be developed. Councilman Kennedy noted that when it comes to cost, the initial cost of the new Library was too high and then the design was reduced to 2-stories and it was approved. He also noted that when the Library was going to be a reality, donors came forward and believes that is what will happen with the Park. Councilman Hassell noted that one big advantage to this project compared to the Library is that this can be done in phases. Councilman McEvers noted that the Steering Committee is comprised from all different interest groups representing the public but there are still some members of the public that just don't want any changes and has come to realize that this committee also represented that group. Del Hatch commented that one of today's meeting goals was to provide the Council with a better understanding of where the Steering Committee and Team McEuen have come from, and the process they have undertaken and hope that the Council will give their okay to the proposed changes to the initial design and give their okay to proceed with the cost estimate process. Dave Patzer commented that McEuen Park has had several evolutions and that the proposed design is also an evolving element of the community that will be a multi-year process based on the 9 community values and their mission statement. He is asking the Council to authorize that the next step of costing out the plan be undertaken knowing that it will not simply be a 15-year type mortgage but a phased program.

Councilman Hassell personally would not want to see any structures on Tubbs Hill but does want to see more accessible trails. He also likes the overall design of the proposed park improvements. Dick Stauffer noted that part of the design of this park is meant to offer opportunities to all people, of all ages to be able to access not only the park but Tubbs Hill. Councilman Edinger asked if the committee is going to present the amended design to the community prior to presenting it to the Council. He believes that the committee has shown the changes they might want to make, although he does not agree with moving the boat launch and the baseball field, and asked that if the plan has been approved by the citizens then why not take it a public vote. Jim Elder responded that is not a decision of this committee but rather that it is a decision to be made by the Council. LaDonna Beaumont asked what the ballot would look like and what would be the difference between the ballot and the survey questionnaire.

Mayor Bloem stated that the steering committee has asked the Council if they are comfortable with the amended design and if so, would they authorize the committee to move forward with development of the cost estimates. Councilman Goodlander commented that she likes the proposed amendments to the conceptual design and she would like to have the committee move forward with costing out the proposed design. She also noted that a lot of people have told her they want to make sure that the character of the community be maintained and they also wanted to be able to have picnics in this park. Dick Stauffer noted that the park does include a lot of picnic tables, children's playground area and above all it is a city park and he asked the community to look past the pretty colors and drawings and see it is a park. Del Hatch again noted that a lot of the components of this park design are simply place holders. Councilman Kennedy expressed his appreciation to the Steering Committee for their work and would like them to move forward. He noted that he had met with the American Legion last night and learned that although they would like to stay at McEuen they understand that if they are moved that the City will keep their promise of constructing an equal for better facility. He also asked

about closing 3rd Street and what impact it will have on 7th street. Phil Boyd noted that it will place more traffic on 7th street but without a traffic study, the actual impact cannot be predicted. Phil Boyd added that a traffic analysis would need to be undertaken to realize the impact of closing 3rd Street and a portion of Front Street before it can be determined if the design can work.

Mayor Bloem asked what the time line would be for providing a cost estimated. Del Hatch believes it would take about 30 days. Mayor Bloem explained that one of the biggest misunderstandings of the community is that this is an end-product; however, this a process and we have completed only a part of the process and the next step in the overall process is to complete a cost estimate on the amended design.

ADJOURNMENT: Motion by Edinger, seconded by McEvers to adjourn. Motion carried. The meeting adjourned at 10:00 a.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 11-009

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING AN AMENDMENT TO THE LEASE WITH COEUR D' ALENE LAKE CRUISES; APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ALASKA LAW ENFORCEMENT INFORMATION SHARING SYSTEM (ALEISS) AND AUTOMATED RECORDS RETRIEVAL AND ELECTRONIC SHARING TECHNOLOGY CONSORTIUM (ARREST) FOR SHARING LAW ENFORCEMENT INFORMATION; APPROVING CHANGE ORDER NO. 1 WITH MDM CONSTRUCTION, INC. FOR THE HOWARD STREET PROJECT; AND APPROVING A REAL ESTATE PURCHASE AND SALE AGREEMENT WITH FERNAN LAKE PRESERVATION, LLC.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "1 through 4" and by reference made a part hereof as summarized as follows:

- 1) Approving an Amendment to the lease with Coeur d' Alene Lake Cruises;
- 2) Approving an Intergovernmental Agreement between The Alaska Law Enforcement Information Sharing System (ALEISS) and Automated Records Retrieval and Electronic Sharing Technology Consortium (ARREST) for sharing law enforcement information;
- 3) Approving Change Order No. 1 with MDM Construction, Inc. for the Howard Street Project;
- 4) Approving a Real Estate Purchase and Sale Agreement with Fernan Lake Preservation, LLC;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 4" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute such agreements or other actions on behalf of the City.

DATED this 15th day of March, 2011.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**PARK & RECREATION COMMISSION
STAFF REPORT**

Date: February 14, 2011
From: Bill Greenwood, Parks & Cemetery Superintendent
SUBJECT: CHANGES TO CDA CRUISES LEASE

DECISION POINT:

Staff requests authorization to approve the addition of Operational Procedures and the change to section 16 to the current lease agreement, this agreement began April 1, 2010 and ending October 13, 2013.

HISTORY:

Lake Coeur d' Alene Cruises been leasing 6 bays on the commercial docks for several years.

FINANCIAL ANALYSIS:

There are no costs for the City of Coeur d' Alene for the approval of these proposed addition and changes.

PERFORMANCE ANALYSIS:

The aforementioned changes address the issue of allowing too many people on the dock at one time and the distribution of those passengers on the dock. During last years cruise season there where two separate occasions where the commercial docks sank due to improper loading and unloading of passengers by CDA Cruises.

DECISION POINT/ RECOMMENDATION:

Recommend to the City Council to authorize the approval of adding Operational Procedures and changes to section 16 to the current lease with CDA Cruises.

LEASE AGREEMENT

THIS LEASE, entered into this 15th day of March, 2011, by and between the **CITY OF COEUR D'ALENE**, a municipal corporation organized and existing under the laws of the state of Idaho, whose address is 710 E. Mullan Avenue, Coeur d'Alene Idaho 83814, hereinafter referred to as the "Lessor," and **LAKE COEUR D'ALENE CRUISES, INC.**, an Idaho Corporation with its principle place of business at P O Box 6200, Coeur d'Alene, Idaho 83816-1937, hereinafter referred to as the "Lessee,"

WITNESSETH:

That the Lessor, for and in consideration of the rents and covenants hereinafter mentioned to be paid and performed by the Lessee, does hereby lease and let unto the Lessee the following described moorage along the City Dock between Independence Point and Hagadone Hospitality Company property, to wit:

THOSE SPACES DESCRIBED AS BAY 1, BAY 2, AND BAY 3
ON THE EAST SIDE OF THE CITY DOCK; AND

THOSE SPACES DESCRIBED AS BAY 6, BAY 7, AND BAY 8
ON THE WEST SIDE OF THE CITY DOCK.

Said bays are depicted on the attached drawing identified as Exhibit "A," and by this reference incorporated herein.

Section 1. Term: The term of this lease shall be four (4) years commencing April 1, 2010, and ending October 31, 2013. Any property left beyond October 31, 2013, will be impounded and returned to the Lessee only upon payment of reasonable impounding costs, fees, and storage. All rent is to be paid in advance as described below.

Section 2. Rental: The Lessee agrees to pay as rental for the right of such moorage space and the use of said portion of said dock, for the first year of the lease, the sum of Sixty Two Thousand One Hundred Twenty-Two and 48/100 (\$62,122.48), based on a monthly rental of Eight Hundred Forty Five and 89/100 Dollars (\$845.89) per month per bay and One Thousand Two Hundred Eighteen Dollars and 08/100 (\$1,218.08) the 2% Department of Lands fee as identified in Section 4, payable as follows: Thirty Six Thousand Two Hundred Thirty Eight and 25/100 Dollars (\$36,238.25) payable on April 1, 2010, for the period of April 1, 2010, through October 31, 2010, this includes Seven Hundred Ten and 55/100 Dollars (\$710.55), the 2% Department of Lands fee; and Twenty-Five Thousand Three Hundred Seventy Six and 70/100 Dollars (\$25,376.70), payable on or before November 1, 2010, for the period of November 1, 2010, through March 31, 2011, this includes Five Hundred Seven and 53/100 Dollars (\$507.53), the 2% Department of Lands fee. Payments for rental for each subsequent year shall be made in advance of April 1 for the period of April 1 through October 31 for that year. Annual fee increases will be based on the Consumer Price Index (CPI) Western. Lessee is required to report any use of said dock during the period of November 1 to March 31 providing compensation to the Lessor on a per use basis.

PROVIDED HOWEVER, the Lessee may at its option remove its property and vacate the leased space prior to November 1 of any year, in which event rental for the months during which such space is not used between November 1 and March 31 will not be charged if the Lessee has, prior to November 1, certified in writing to the City Clerk that the space has been so vacated. In such event, City will utilize the bay(s) as it deems in the City's best interest.

Section 3. Renegotiation: Lessee may request in writing a two (2) year extension of this agreement for the period from April 1, 2014, to October 31, 2015, by submitting to Lessor a written request for extension after April 1, 2012, and prior to November 1, 2012. Upon receipt of such request, the Lessor will consider whether it will grant an additional two (2) year extension and if so, the parties may mutually renegotiate terms applicable to said extension. Such request can be made, in writing, in each succeeding even year between the dates of April 1 and November 1.

If the parties are unable to negotiate terms mutually agreeable to both parties within sixty (60) days of the date of receipt of the request from Lessee for an extension of the original agreement or extension of the extended agreement, then no extension shall occur and the lease shall expire according to previously agreed upon terms.

Section 4. Additional Rental: The State of Idaho Land Board has initiated a fee or other charge against the Lessor, during the term of this lease, for maintenance, operation, placement, and use of the City Dock, the Lessee shall pay to the Lessor its proportionate share of such rental or fee which for the first year of this lease is \$1,218.08 or 2% of the annual fee. This fee is included in Section 2. Should the State of Idaho charge any other or additional fee, Lessee shall be responsible for a proportionate share.

Section 5. Utilities: The Lessee agrees to pay all electrical services and other utility costs incurred at said dock and attributed to Lessee's operation pursuant to Section 11, entitled "Use of Leased Premises."

Section 6. Maintenance: The lessee is expected not to conduct any activity, or operate equipment in any manner not consistent with generally accepted marina boating practices that could cause damage to the City Dock, including but not limited to decking, railings, pilings, walkways, and float logs. To this end the Lessee agrees to promptly repair any damage done to the City Dock, including but not limited to decking, railings, pilings, walkways, and float logs, caused by the Lessee, Lessee's employees, agents, and/or customers, and caused by Lessee's boats and/or equipment. Lessee further agrees at its sole cost, to promptly repair any damage done to the City's Third Street Seawall and Third Street Seawall Docks, including but not limited to decking, railings, pilings, walkways, and float logs, caused by the Lessee, Lessee's employees, agents, and customers, and/or caused by Lessee's boats and/or equipment and to promptly notify the City Parks Director of any such action whether to the City Dock, the Third Street Seawall or Third Street Seawall Docks. A drawing depicting the Third Street Seawall and Third Street Seawall Docks is attached hereto as Exhibit "B" is incorporated herein. In the event a City dock reconstruction or modification project would reasonably impair Lessee from proceeding promptly with repairs, Lessee shall undertake and complete repairs required by this

Section within a reasonable time after the City dock reconstruction or modification project is complete.

Section 7. Improvements or Construction: The Lessee shall not construct anything on or about said dock without the written consent of the Parks Director. The Lessee agrees that City has the right to reconstruct and modify, including expansion of the dock, at any time during the term of the Lease. Lessor however, agrees to make reasonable efforts to not make such modification between May 1 and August 31. Lessee further agrees that it shall have no claim against Lessor for any inconvenience or lost income that may result from reconstruction, modification, or expansion of the dock.

Section 8. Adjustments: The parties agree the rental and utility payments required under Section 2 entitled "Rental" and Section 5 entitled "Utilities" shall be adjusted on a pro rated basis for each day a City's reconstruction or modification project makes the dock inaccessible to Lessee's patrons or invitees.

Section 9. Signs: Except as set forth in this section and in Section 11, entitled "Souvenir Sales," no signs for advertising purposes or otherwise shall be attached to the dock or affixed in the area adjacent to the dock, except a small sign designating the owner or the name of the boat and its location, which sign must be approved by the Parks Director and be in conformance with the Municipal Sign Code.

Section 10. Alcoholic Beverages: The Lessee shall make every reasonable effort to not permit any person to debark from the watercraft to the City Dock with any opened, sealed, or unsealed container of any alcoholic beverage.

Section 11. Souvenir Sales: The Lessee may sell from the dock non-food items directly related to its business, with the following conditions. The only items that may be sold are hats, t-shirts, sweatshirts, mugs, drinking cups, bumper stickers, and pennants provided such items either bear the Lessee vendor's logo or some other mark indicating a relation to the Lessee vendor's business. Provided, however, that sales and display of the items are to be confined to the interior of their respective booths, which booths and location must be approved in writing by the Parks Director prior to placement. Signs advertising the items for sale must be approved by the Parks Director and be in conformance with the Municipal Sign Code. The City reserves the right to direct Lessee to immediately cease the sale of souvenir items if in the City's sole discretion the continued sale of souvenir items creates an unsafe condition upon the City's dock. In such event, Lessee shall have no claim for damages against Lessor.

Section 12. Use of Leased Premises: It is understood and agreed that the Lessee will use the leased premises only for the moorage of The Mish-N-Nock, The Idaho, The Coeur d'Alene, the Kootenai, the Spirit of Coeur d'Alene, and the Fantasy for hire, and the loading and/or unloading of said craft along with limited souvenir sales permitted in Section 11, entitled "Souvenir Sales." The manner of moorage of the watercraft shall be approved by the Lessor's Parks Director. It is further understood and agreed that the general public shall at all times be invited to patronize the Lessee and shall have free access to and from the dock and the use

thereof without charge by the Lessee. Due to increased water activity on the 4th of July, access to the dock will be restricted for commercial activity from 6:00 p.m. to the following morning.

Section 13. Liability: The Lessee covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all demands, loss or liability for any injury or death occurring to any person or persons or for any damage to any property resulting from the business activities and operation of the Lessee in the use and possession of the leased premises pursuant to this Agreement.

The Lessee does further agree that it shall remedy any damage caused to the dock or docks which results from any acts of the Lessee, or the agents, employees, customers, patrons or passengers of the Lessee.

The Lessee shall not be liable for any loss, damage or injury which results from structural defects or failures of the dock or docks, if the structural defect or failure is not caused by the negligent acts of the Lessee, the agents, employees, customers, patrons or passengers of the Lessee.

The Lessee does agree that any structural defect that comes to the attention of the Lessee as relates to the leased property will be reported to the Lessor.

The Lessee does further agree that as relates to its use of the dock or docks for the purposes of loading or unloading passengers, it shall maintain reasonable inspection of the premises and shall take appropriate action to prevent their agents, employees, patrons or passengers from entering upon unsafe or defective conditions on the dock or docks of which it has notice, or from which a defective condition is readily apparent.

The Lessor shall have the right at all times during the Lease term to maintain inspection of the premises.

The Lessee and Lessor do acknowledge that the Lessee's rights to the use of the dock or docks is in common with other Lessees, including such other Lessees having passengers, patrons or guests on or about the leased premises. The Lessee shall have no liability for any injury to or death of any person or persons or from any damage to the premises which results from or is occasioned by other Lessees' operations and business activities.

Section 14. Insurance: The Lessee does agree that it shall procure, at its cost and expense and maintain in full force and effect, during the term of the Lease, a Policy of Liability Insurance insuring against loss for personal injury, death, or property damage with limits of not less than \$1,000,000.

The Lessor shall be endorsed on the Contract of Insurance as an Additional Named Insured. A Certificate of Endorsement of the Lessor as an Additional Named Insured under the insurance coverage to be procured by the Lessee shall be issued and shall be re-issued upon the annual renewal of the Insurance Policy and shall provide at least thirty (30) days written notice to Lessor prior to cancellation of the policy.

No coverage shall be afforded to the Lessor by the Lessee or its Insurance Company that goes beyond the obligation of the liability of the Lessee as are defined and outlined in Section 13 of this Lease Agreement.

The Lessee shall further make available to the Lessor those provisions of the Insurance Policy that would have bearing upon the terms, coverages, exclusions and conditions as relate to the rights of the Lessor as an Additional Named Insured. No entitlement shall exist in favor of the Lessor to obtain, by request or otherwise, any information from or about the Contract of Insurance that relates to other insured activities of the Lessee; other properties that are covered by such insurance; or any of the economics thereof; including premium payments, reports, reports on losses, or information relating to claims, excepting those claims arising pursuant to the activity of the Lessee under this Lease Agreement, for which the Lessor is to be protected as an Additional Named Insured. The Lessor shall be entitled to obtain a Declaration Sheet of coverage limits of the insurance to show compliance with the limits of insurance to be maintained by the Lessor.

Section 15. Assignability: Lessee shall not assign the lease or sublet the bay, or any part thereof, during the term hereof, without first having obtained the written consent of the Lessor to do so.

Section 16. Filing of Charges and Schedules: The lessee shall at all times during the term hereof keep on file with the City Clerk of Coeur d'Alene and City of Coeur d'Alene Parks Department a current schedule of its hours of operation and charges to the public as well as the maximum number of passengers anticipated for each departure. Additionally the lessee will provide schedules to the Clerk and the Parks Department for all special cruises that may not be part of their aforementioned cruise season. The lessee will notify the City of Coeur d'Alene immediately of any changes to all schedules.

Section 17: Operational Procedures: The lessee shall at all times during loading and unloading of passengers from the vessels onto the dock, monitor the dock for proper floatation and the allowable tolerance of the freeboard, which will be identified with a red tag/pin affixed to the dock cross member. The number of passengers will need to be distributed evenly to keep the dock floatation balanced at all times. The allowable number of vessels moored at the dock at one time for loading and unloading of passengers is four. The lessee will provide staff to manage passengers for the larger cruises they may have. Safety procedures for loading and unloading of passengers shall include but not be limited to the following: Use of barricades to identify boarding lines. Post a deckhand at each cruise boat, this deckhand will arrange and control the boarding line and the distribution of the passengers. Provide security to prevent over crowding on the dock. Post security at the entrance to the dock who will not allow more than the weight capacity of passengers at one time onto the dock to keep the dock freeboard below the pin affixed to the dock cross member; this security will maintain an orderly line of passengers for the cruise boats while maintaining access to the other facilities on the dock.

Section 18. Parking: The parties recognize that the city is involved in a process of developing a downtown properties plan that may modify, move or eliminate some parking in the

present downtown public parking lots. Lessee acknowledges and agrees that this may occur and may effect the parking areas presently used by Lessee's customers. In the event of said occurrence Lessee hereby releases, holds harmless Lessor and waives any claim whatsoever Lessee may have against the city its employees, agents, elected and appointed officials in the event parking is modified.

Section 19. Removal in Emergency: Should it appear to the Lessor that because of flooding or other danger, the property of the Lessor is endangered by the mooring of watercraft, the Lessee shall, immediately after receiving notice, remove the watercraft from the leased premises until the danger has ceased as determined by Lessor.

Section 20. Other Laws: Lessee agrees it shall comply with all local, state, and federal laws, statutes, rules and regulations, including agency rules and regulations, that may apply to Lessee's use of the leased premises.

Section 21. Default: In the event the Lessee fails, neglects, or refuses to perform any covenant or condition required of Lessee herein, that Lessor may terminate this lease and reenter and retake possession of the leased space, retaining any and all payments made by the Lessee as liquidated damages, or the Lessor may, at its option, enforce the specific performance of the terms hereof, or take such other recourse as may be open to it in law or in equity. In any of such events, the Lessee agrees to pay all expenses, including a reasonable attorney's fee, in any suit or action brought by the Lessor.

Lessee further agrees, in the event of default, that Lessor may impound property moored at or on the dock and store the same at Lessee's expense at a location chosen by Lessor. Provided, however, that before declaring such default, the Lessor shall notify the Lessee in writing of the particulars in which it deems the Lessee to be in default, and the Lessee shall have seven (7) days from the time such written notice has been placed in the United States Mail addressed to the Lessee at the last address the Lessee has left with the Lessor, with proper postage affixed, within which to remedy the default.

Section 22. Notice: Any notice required herein to be given to City shall be written and deemed received by City when personally delivered to the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. Any notice required herein to be given to Lessee shall be written and deemed received by Lessee when addressed to P.O. Box 7200. Coeur d'Alene, Idaho 83816-1941, and deposited in the United States mail with proper postage affixed thereto. In lieu of service by mail, a notice of default or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b).

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

Section 24. Time of the Essence: Time is of the essence of this agreement.

The terms and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, and assigns of the respective parties.

IN WITNESS WHEREOF, the Lessor has caused this lease to be executed by its Mayor and attested by its City Clerk, and the corporate seal hereunto affixed, and the Lessee has signed the same, the day and year first above written.

LESSOR:
CITY OF COEUR D'ALENE

LESSEE:
LAKE COEUR D'ALENE CRUISES, INC.

By: _____
Sandi Bloem, Mayor

By: _____
Its: _____

By: _____
Susan K. Weathers, City Clerk

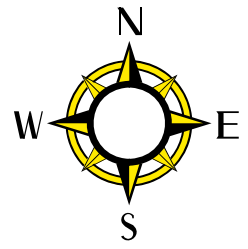
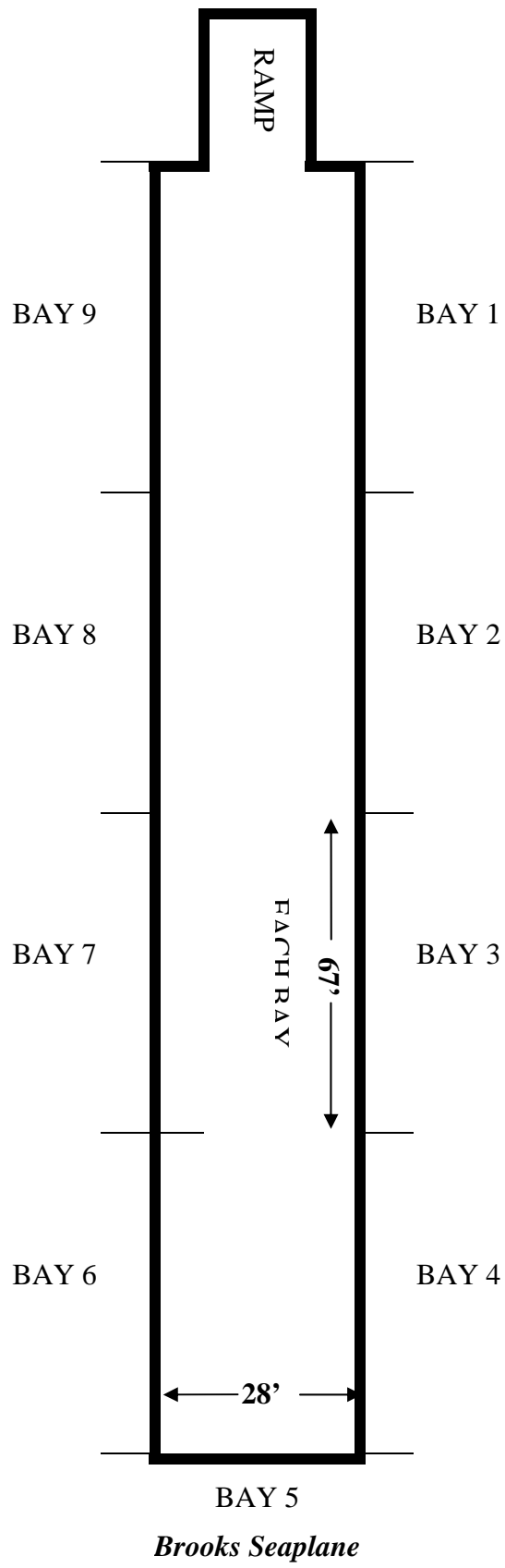
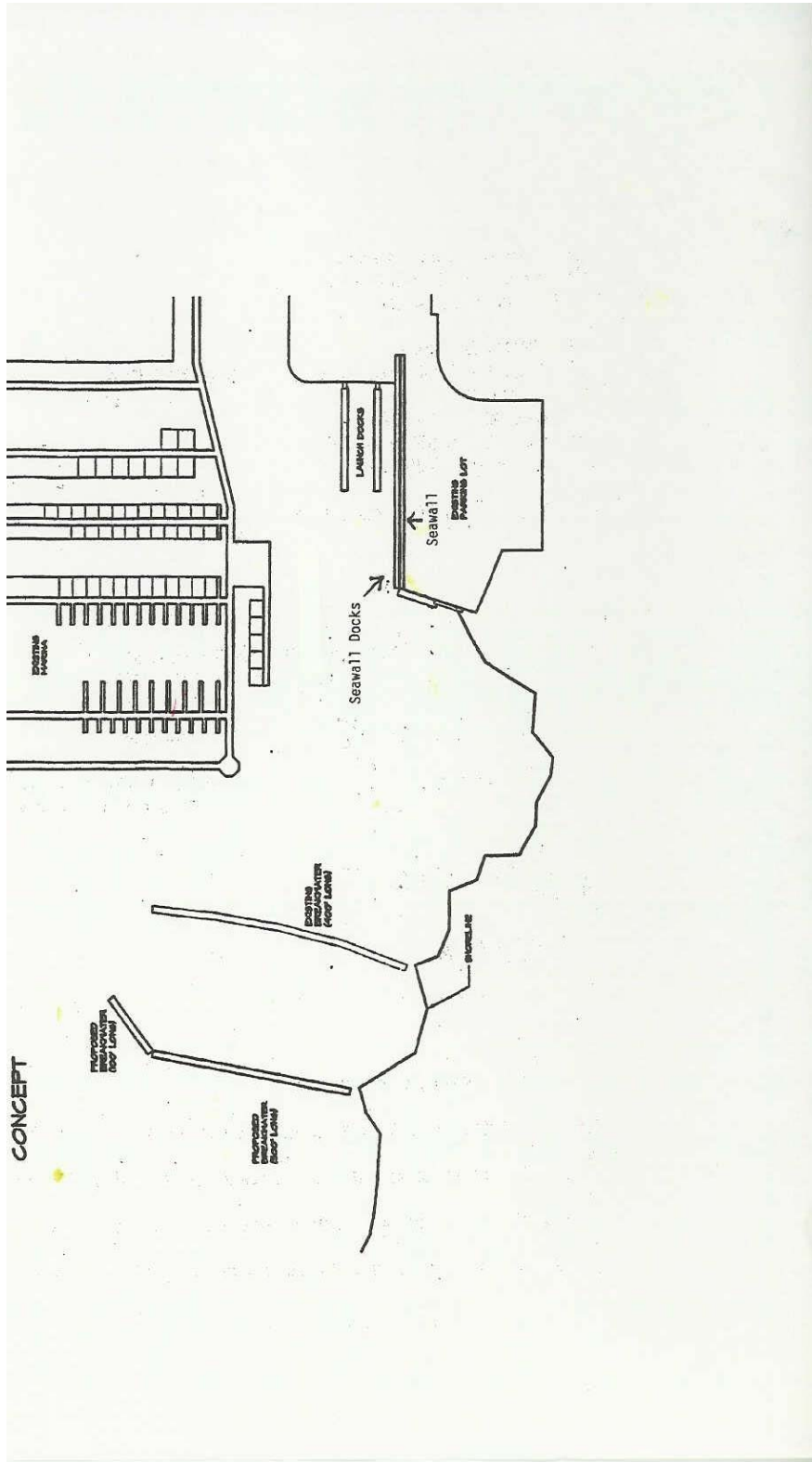


Exhibit "B"



**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: February 28, 2011

FROM: Steve Childers, Patrol Captain

SUBJECT: Intergovernmental Agreement for Automated Records Retrieval and Electronic Sharing Technology (A.R.R.E.S.T.)

Decision Point:

Should the City Council approve the agreement to permit the Coeur d'Alene Police Department participate in a multi-agency information sharing program with the Alaska Law Enforcement Information Sharing System (ALEISS).

History:

Currently, the Coeur d'Alene Police Department is a participating agency in a multi-agency/state information sharing program called A.R.R.E.S.T., or Automated Records Retrieval and Electronic Sharing Technology. As a participating agency we have agreed to share specific information, housed within our records management system, with other participating agencies. The allowed information is extracted to a common program named CopLink All participating agencies in A.R.R.E.S.T. have signed similar agreements as the one attached to this document. Members of A.R.R.E.S.T have access to CopLink, therefore allowing them access to the shared information on individuals. As you can see by the agreement, there is another similar information sharing program in Alaska. Each separate site is considered a Node. We are currently sharing information with three other Nodes. The purpose of the agreement is to allow information sharing to take place between each Node and will be managed by a Node administrator.

Financial Impact:

Since this is the third such agreement, there is no additional cost for adding the ALEISS CopLink information to the City Police Department's data base.

Decision Point:

Staff recommends the City Council adopt a resolution authorizing the Police Department to enter into an agreement with the Alaska Law Enforcement Information Sharing System (ALEISS) to share police information among all the participating agencies.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
The Alaska Law Enforcement Information Sharing System (ALEISS)
AND
Automated Records Retrieval and Electronic Sharing Technology Consortium:

City of Spokane, WA Spokane Police Department
City of Airway Heights WA Police Department
City of Cheney WA Police Department
City of Coeur d' Alene ID Police Department
Kootenai County ID Sheriff Office
City of Liberty Lake WA Police Department
Bonner County ID Sheriff Office
Spokane County WA Sheriff Office

FOR SHARING LAW ENFORCEMENT INFORMATION

I. OVERVIEW

- A. Background: ALEISS was established in 2003 by law enforcement agencies in Alaska as a consortium body comprised of law enforcement agencies in order to facilitate regional information sharing through the use of interoperative technologies.

The Automated Records Retrieval and Electronic Sharing Technology Consortium ("ARREST") is a consortium of Inland Northwest Law Enforcement agencies organized to share law enforcement information using a COPLINK Solution Suite ("COPLINK ARREST") that was installed by, and is currently maintained by KCC. ARREST participants have entered into a Memorandum of Understanding (MOU), a copy of which is attached as **EXHIBIT "B"** hereto and incorporated herein. ARREST members are empowered to maintain law enforcement agencies and participate in information-sharing agreements. ARREST members are Law Enforcement Agencies of the State of Washington or Law Enforcement Agencies of the State of Idaho, and this Agreement has been approved by the respective City Council, County Board of Supervisors or other Governing Body of each ARREST member.

ALEISS uses a COPLINK Solution Suite (ALEISS) that was installed by, and is currently maintained by KCC. ALEISS participants have entered into an MOU, a copy of which is attached as **EXHIBIT "A"** hereto and incorporated herein. The MOU was approved by the respective Police Chief or Executive in Charge of each ALEISS Consortium member. ALEISS members are Alaska Law Enforcement Agencies and are empowered to maintain and participate in information-sharing agreements.

ALEISS and the ARREST members, hereinafter the "Agency Parties," realizing the mutual benefits to be gained by sharing Information, now seek to share the Information in ALEISS and COPLINK ARREST ("COPLINK"). The specific technological means for securely connecting both COPLINK Nodes will be approved by both Node Administrators.

The purpose of this agreement ("Agreement") is to outline conditions under which the Agency Parties will share and use Information, and to detail various indemnifications among the Agency Parties (individually "Party, collectively "Parties").

II. AUTHORIZED RELEASE OF INFORMATION

- A. Sharing of Information: Each Agency Party authorizes the release of Information residing in COPLINK to the other Agency Party as permitted by law. An Agency Party that does not want certain Information made available to the other Agency Party is responsible for ensuring that the Information is not included in the data transfer to COPLINK. An Agency Party that wants certain data to be made available only to a select group of users is responsible for placing the appropriate restriction indicator on COPLINK.
- B. Limitation on Information Sharing: Information contributed by each Agency Party shall be shared with or released to only the other Agency Party. Only authorized employees who have an approved login and password ("Authorized Users") will be allowed to access or use information in COPLINK.
- C. Liability: Each Party is solely responsible for any and all claims (including without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs)

("Claims") of every kind and nature whatsoever, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement, including the use or alleged or actual misuse of COPLINK by that Party, its officers, agents or employees.

D. Indemnification:

To the extent allowed by law, each Agency Party mutually agrees to indemnify, hold harmless, and defend the other Agency Party, its County Board of Supervisors, City Councils, boards and commissions, officers, agents and employees (collectively, the "Indemnified Parties") in an amount equal to its proportionate share of liability on a comparative fault basis. The indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost, or expense that arises out of, or is in any way related to, the performance

of services pursuant to the agreement. The indemnity obligation will extend, without limitation, to an injury, death, loss, or damage which occurs in the performance of the agreement and that is sustained by any third party, agent or contractor of an Agency Party. Each Agency Party executing this agreement certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement, and it shall continue to maintain such funds throughout the Term of this Agreement.

Notwithstanding the foregoing, nothing herein shall be construed to require the Agency Parties to indemnify any other party from any Claim arising from the sole negligence or willful misconduct of another party. Nothing in this indemnity shall be construed as authorizing any award of attorney fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. Any policy limits shall not act as a limitation upon the amount of indemnification to be provided.

The provisions of this section, II D, shall survive the expiration or termination of this Agreement.

III. INFORMATION OWNERSHIP

- A. Ownership: Each Agency Party retains control of all information it provides to COPLINK. Each Agency Party is responsible for creating, updating, and deleting records in its own records management system or database, according to its own policies. Each Agency Party shall use reasonable efforts to insure the completeness and accuracy of its source data.
- B. Release of Information: Agency Parties and Authorized Users shall release or make available information accessed from COPLINK only to persons or entities authorized to receive COPLINK information.
- C. Unauthorized Requests: If an Agency Party receives a request for information in COPLINK by anyone who is not authorized to receive information from COPLINK, that Agency Party shall refer the request to the law enforcement agency that authored or originated the requested information ("Source Agency").
- D. Public Record Requests, Subpoenas and Court Orders: Any Agency Party receiving a public records request, subpoena, or court order ("Legal Request") for information in COPLINK not authored by or originated by that Agency Party shall respond to the Legal Request, and shall immediately provide a copy of the Legal Request to the Source Agency.

IV. UNDERSTANDING ON ACCURACY OF INFORMATION

- A. Accuracy of Information: Agency Parties agree that the data maintained in COPLINK consists of information assumed to be accurate. Agency Parties will participate in several testing sessions, to validate and ensure that its information is accurate. However, data inaccuracies can arise for multiple reasons (e.g., entry errors, misinterpretation, outdated data, etc.). It shall be the responsibility of the Agency Party requesting or using the data to confirm the accuracy of the information with the Source Agency before taking any enforcement-related action.
- B. Timeliness of Information: Each Agency Party shall determine the frequency with which its data will be refreshed in COPLINK. In addition, each Agency Party has its own policy regarding the speed at which incidents are recorded in its internal records management systems. Since changes or additions to data do not get updated in COPLINK on a real-time basis, Agency Parties recognize that information may not always be timely and relevant. It shall be the responsibility of the requesting Agency Party to confirm the timeliness and relevance of the information with the Source Agency. Additionally, a data refresh schedule will be published by each System Administrator to enable a user to determine the potential timeliness of each Agency Party's data.
- C. Hold Harmless: To the extent permitted by law, each Agency Party agrees to hold the other Agency Party harmless for any information in COPLINK, or any action taken as a result of that data, regardless of whether the data is accurate or not, or any time delay associated with changes, additions, or deletions to the information contributed. This hold harmless provision shall not apply to the willful misconduct or gross negligence of Source Agencies.

V. USER ACCESS

- A. Login Application Process: Each Agency Party's System Administrator is responsible for management of user accounts at that Agency Party. Each Agency Party agrees that all Authorized Users shall be limited to current employees who are legally authorized to review criminal history data for crime prevention and detection purposes. Each potential user shall submit a request for a login and password to the Agency System Administrator. The Agency System Administrator shall have discretion to deny or revoke individual access.
- B. Login Assignment: Each Authorized User will be issued a user login and a default password by the Agency System Administrator. Upon logging into COPLINK for the first time, each Authorized User will change the default password to another password. Authorized Users may be assigned to groups that have different levels of access rights based on the level of restriction of the information.
- C. Provision of Agreement: The Agency System Administrator must provide a copy of the terms and conditions of this Agreement to all Authorized Users

when they are issued a login ID for the system. Each Authorized User shall sign an acknowledgement stating, "I have received a copy of the terms and conditions of usage of COPLINK. I agree to comply with the terms and conditions and I understand that violation of the terms and conditions may lead to disciplinary action and/or criminal prosecution." The Agency System Administrator shall maintain the signed acknowledgements at all times.

- D. Intended Use: Each Authorized User agrees that COPLINK, the information contained in it and the networking resources it provides are to be used solely for purposes consistent with the law. Authorized Users shall not use or share the information for any unethical, illegal, or criminal purpose.
- E. Limitations on Use of Logins: An Authorized User shall not access COPLINK by using a name or password that was assigned to another user. An Authorized User shall not give his or her password to another person, including another user, to access the system.
- F. Audit Trail: Each transaction on COPLINK is logged, and an audit trail is created. Each Agency System Administrator shall conduct an internal audit on a periodic basis to ensure information is reasonably up to date and user queries are made for legitimate law enforcement purposes only. COPLINK will require each Authorized User to input the reason for the requested information before any information is generated. This information shall be recorded on COPLINK, and retained to allow the System Administrator to complete the internal audit. Each System Administrator shall maintain the audit trail for a minimum of three years. Requests for transaction logs shall be made in writing to the Agency System Administrator, who shall provide the logs to the requesting party within a reasonable amount of time.
- G. Termination of Logins: Each Agency System Administrator is responsible for timely removal of any login accounts as Authorized Users leave the Agency, failure to meet the requirements of this Agreement, or are denied access by the Agency System Administrator for any other reason.

VI. CONFIDENTIALITY OF INFORMATION

- A. Information Confidentiality: Information in COPLINK is confidential and is not subject to public disclosure, except as required by law. Only Authorized Users are allowed to view and use the information in COPLINK. Otherwise, the information shall be kept confidential.
- B. Internal Requests for Information: An Authorized User who receives a request from a non-authorized requestor for information in COPLINK shall not release that information, but may refer the requestor to the Source Agency.

- C. Removal or Editing of Records: Agency Parties shall determine a schedule for record deletion and other edits.

VII. SYSTEM ACCESS

- A. Network Access: Access to COPLINK will be provided by a private network maintained by a secure network configuration or other such method that is mutually acceptable to the Agency Parties.
- B. System Availability: COPLINK shall operate 24-hours a day, 7-days a week, with downtime limited to those hours required for any necessary maintenance activities.

VIII. AGREEMENT TERMS

- A. Term: This Agreement will commence on the date that it is executed by all Agency Parties. It will terminate only as allowed by Section IX.
- B. Amendments: Any change in the terms of this Agreement, shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the Agency Parties.
- C. Supplemental Policies: An Agency Party may add individual guidelines for its own computers or networks providing the guidelines do not conflict with the provisions of this Agreement.
- D. Sanctions for Non-Compliance: Any Agency Party that violates the Agreement may be disconnected from the COPLINK System. The offending Agency Party will be provided with a 60-day written notice of the violation, and the opportunity to correct the violation. Failure to meet the guidelines will result in the termination of System access for the offending Agency.
- E. Controlling Law and Venue: Any dispute that arises under or relates to this Agreement (whether contract, tort, or both) shall be adjudicated in a court of competent jurisdiction in which the defendant is located and shall be governed by the controlling state's law, including any laws that direct the application of another jurisdiction's laws.
- F. Severability: If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

IX. TERMINATION

Either Agency Party to this Agreement may terminate this Agreement or any part hereof upon giving the other Agency Party at least thirty (30) days written notice

INTERGOVERNMENTAL AGREEMENT
ALEISS & ARREST CONSORTIUM

prior to the effective date of such termination, which date shall be specified in such notice.

X. SIGN-OFF ON EXECUTION OF AGREEMENT

By executing this agreement, each Party acknowledges that it has received a copy of this agreement, and will comply with its terms and conditions. The person executing this Agreement certifies that the person is authorized by its Party to execute this Agreement and legally bind its Party to the terms herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

The Alaska Law Enforcement Information Sharing System

By: _____ Date: _____

Greg Browning
Chairman of the Board of Directors

INTERGOVERNMENTAL AGREEMENT
ALEISS & ARREST CONSORTIUM

ARREST Consortium Governance Board Chair

By: _____ Date: _____

Jeff Sale
ARREST Governance Board Chair
City of Cheney, WA Chief of Police

Attachment A
(insert ALEISS MOU and amendment to MOU)

Attachment B

ARREST

(Automated Records Retrieval and Electronic Sharing Technology) consortium

MEMORANDUM OF UNDERSTANDING
BETWEEN

Airway Heights Police Department
Cheney Police Department
Coeur d' Alene Police Department
Kootenai County Sheriff Office
Liberty Lake Police Department
Spokane County Sheriff Office
Medical Lake Police Department
Spokane Police Department

To Form Consortium For Sharing Law Enforcement Information

This Memorandum of Understanding for Sharing Law Enforcement Information, (hereinafter called "MOU"), is made and entered into this ____ day of _____, 2007 (the "Effective Date"), by and between the following law enforcement agencies: Cheney Police Department; Medical Lake Police Department; Airway Heights Police Department; Spokane County Sheriff Office; Spokane Police Department; Liberty Lake Police Department; Post Falls Police Department; Coeur d' Alene Police Department; Kootenai County Sheriff Office.

The law enforcement agencies above are interchangeably referred to in this MOU as "AGENCIES" or as "ARREST Consortium" and individually as "AGENCY."

RECITALS

WHEREAS, the above listed AGENCIES desire to share law enforcement information held by each AGENCY under the conditions set forth in this MOU in order to improve their responses to community crime and enhance overall investigative capacity; and

WHEREAS, the AGENCIES desire to facilitate the sharing of law enforcement information using a commercially available system through which each AGENCY will allow access to their law enforcement information and be allowed access to the other AGENCIES' law enforcement information; and

WHEREAS, the Chiefs and Sheriffs of the above listed AGENCIES endorse, agree and support a proposed project to share law enforcement information among the AGENCIES; and

WHEREAS, the Spokane Police Department has agreed to provide funding for the initial connection to the central node for each of the participating AGENCIES, and all first year maintenance costs to Knowledge Computing;

THEREFORE, the AGENCIES hereby agree to the following:

AGREEMENT

IT IS HEREBY AGREED, by and between the AGENCIES as follows:

0.0 Definitions:

- 0.1 **ARREST: Automated Records Retrieval and Electronic Sharing Technology** consortium (Consortium name). A consortium of Law Enforcement Agencies as listed above who desire to share law enforcement information among themselves and with any new entities that seek to join the consortium.
- 0.2 **COPLINK**: Shall refer to and mean the CONNECT, DETECT, VISUALIZER, AND AGENT application modules and any other application modules licensed to the Spokane Police Department by Knowledge Computing Corporation as part of the COPLINK system.
- 0.3 **COPLINK Node**: shall refer to a complete COPLINK system that will be housed at the Spokane Police Department, that receives law enforcement information from all of the AGENCIES and makes it available to authorized users.
- 0.4 **Knowledge Computing Corporation**: An Arizona corporation with its principal place of business at 6601 East Grant Road, Suite 201, Tucson, Arizona 85715, and the owner and developer of COPLINK.
- 0.5 **Data Repository**: Shall refer to the web servers, database servers, and backend databases maintained by the Spokane Police Department to facilitate the sharing of law enforcement information between the AGENCIES and other law enforcement agencies that may enter into subsequent agreements with the AGENCIES.
- 0.6 **Associate Members**: Associate members shall be defined as non voting agencies that share a common records management system with one or more of the member agencies, contribute data to said system, but do not hold or support that data. Associate members shall participate only upon approval of governance board, and will be listed in a separate document as an addendum to this MOU. Because associate members contribute data to the records management system, and from time to time may need the services of the COPLINK system, they will be allowed to go to one of the members which they share a records management system for permission to use the COPLINK system. The member agency, which sponsors the associate agency, will be responsible for paying the associate agency's annual maintenance fees.
- 0.7 **Full Voting Members**: Full voting members are those AGENCIES that sponsor, maintain and are financially responsible for cost of maintaining records management system to be integrated into COPLINK system. The heads of those agencies make up the governing board (see 4.1).
- 0.8 **Peace Officer**: Peace officer means a general authority commissioned law enforcement officer as defined by RCW 10.93 and commissioned peace officer as defined in Idaho Code.
- 0.9 **Field Contact Data**: Non-verified or anonymous information or reports of criminal activity or association.

1.0 Effective Date and Term of MOU, Additional Members

- 1.1 **Effective Date**: The effective date of the MOU shall be the date first written above. As among the original AGENCIES, this MOU shall become effective when the duly authorized representatives of each AGENCY have all signed it. For AGENCIES who subsequently join, this MOU shall become effective for those agencies when they have agreed to the terms of this MOU, completed

INTERGOVERNMENTAL AGREEMENT
ALEISS & ARREST CONSORTIUM

and signed onto this MOU by the joining party's duly authorized representative and countersigned by the representatives of the consortium authorized to do so under ARREST Governance procedures.

- 1.2 **Term:** The term of this MOU shall commence upon the Effective Date, and shall continue until any AGENCY provides (30) days prior written notice to the other AGENCIES of its intent to terminate the other AGENCIES' access to its records (law enforcement information). This agreement shall remain in effect for the remaining AGENCIES.
- 1.3 **Modifications:** This MOU may be modified upon the mutual written consent of the duly authorized representatives of all AGENCIES. However, the AGENCIES may, without the need of formal MOU modification, cooperatively address and resolve administrative, technical, and operational details relating to this MOU, provided that any such resolution does not conflict with the spirit, intent, or provisions of this MOU.
- 1.4 **Additional ARREST Member Agencies:** From time to time, additional AGENCIES may wish to join the ARREST consortium in order to share their data and enjoy the benefits of the ARREST system. Prior to being included in the ARREST system, new Agencies must agree to the terms of this MOU and any subsequent rules or agreements promulgated by the Consortium.

2.0 Agreement to form Consortium

- 2.1 **Purpose:** The AGENCIES hereby agree to form a consortium for the purpose of sharing law enforcement information among themselves, and with such other entities as may be designated from time to time by a majority vote of the AGENCIES.
- 2.2 **Name:** The Consortium shall be known as the *Automated Records Retrieval and Electronic Sharing Technology consortium (ARREST)*.
- 2.3 **Fiscal Agent:** The AGENCIES agree that the Spokane Police Department shall be the fiscal agent for the Consortium.

3.0 Contributions

- 3.1 **Financial Support:** Each of the AGENCIES will contribute a share of any required financial support (maintenance costs) to continue the operation of ARREST. The individual AGENCY share shall be determined using a flat fee per full-time commissioned peace officer personnel authorized to each AGENCY. As an example, if Agency "A" is authorized 20 commissioned peace officers then the contribution from Agency "A" will be 20 times \$\$. \$\$ (fee determined by governance board). Maintenance costs are to be defined as fees incurred to purchase ongoing maintenance and support services from Knowledge Computing for COPLINK and Data Repository, and fees to sustain COPLINK Node, as agreed upon by the ARREST Consortium Board.
- 3.2 **Department Staff:** Each AGENCY shall appoint one member who will act as the ARREST Consortium liaison.

4.0 Governance

- 4.1 **Authority:** ARREST is established by this Memorandum of Understanding (MOU), signed by participating agencies in accordance with federal, state, and local laws governing law enforcement information and information systems.
- 4.2 **Representation/Decision Making:**

INTERGOVERNMENTAL AGREEMENT
ALEISS & ARREST CONSORTIUM

The head of each agency, or their designee, shall represent that agency as the voting member of the ARREST Consortium. The ARREST consortium shall have authority to resolve disputes arising under this MOU.

- 4.3 **The ARREST Consortium shall elect, by a majority vote, a chair and a vice chair**, each for a period of twelve months.
- 4.4 **Duties:** The ARREST Consortium shall approve the creation, change and rescission of security directives and other applicable policies, as needed to ensure the system protects the confidentiality of information in compliance with state and federal laws and the provisions to the MOU. (See separate Security Directives Policy).

5.0 Data Access and Security Requirements

- 5.1 **Data Access:** Access to AGENCIES' law enforcement information will be provided over a network segment maintained by the individual AGENCY. AGENCIES further agree to make the law enforcement information residing in the COPLINK node hosted by the Spokane Police Department available on a 24-hour a day, 7 days a week basis with downtime limited to those hours required for any necessary system maintenance activities. AGENCIES agree to inform each other in advance, whenever possible, of scheduled system downtimes.
- 5.2 **Data Sharing:** COPLINK data contributed by each AGENCY will be shared with all AGENCIES that have entered into this Agreement. The AGENCIES agree not to facilitate information sharing between law enforcement entities via ARREST that have not entered into agreements allowing such sharing.
- 5.3 **Security Requirements:** AGENCIES agree to enforce and maintain security requirements for COPLINK systems and networks as specified in the Security Directives Policy. The Security Directives Policy will be agreed upon by all consortium members before full implementation begins .

AGENCIES further agree that the law enforcement information hosted in the COPLINK node shall be used for law enforcement purposes only, and that only law enforcement agency employees that have been subject to background screening will be allowed access to the COPLINK system. Background screenings must be fingerprint-based including checks of both the state and national criminal history repositories. If a felony conviction of any kind is found, access to COPLINK shall not be granted.

6.0 Information Ownership, Constraints on Release and Accuracy:

- 6.1 **Ownership and Release Constraints:** AGENCIES shall maintain ownership of all of their information at all times. Any requests for access to information hosted in COPLINK Data Repository that is not authorized under current agreements between the requestor and the owner(s) of the information will be referred to the owner(s) of the information being requested. Information shall not be made available to any unauthorized requestor without the approval of its owner or owners. AGENCIES agree that the restriction established by this provision shall not apply when responding to orders of the Court.
- 6.2 **Information Accuracy:** AGENCIES agree that the law enforcement data maintained in the COPLINK data repository consist of information that may or may not be accurate. To the extent permitted by law, each AGENCY agrees to indemnify and hold harmless other AGENCIES, its appointed or elected officials, employees, officers, agents, and/or representatives, from claims, actions, injuries, damages, losses, or costs, including attorney fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this MOU and for acts or omissions in the collection, sharing, and access/dissemination of ARREST information.

INTERGOVERNMENTAL AGREEMENT
ALEISS & ARREST CONSORTIUM

AGENCIES agree to hold harmless other AGENCIES from any damages, fees, or injury that may arise due to the inaccuracy of any information they have submitted.

7.0 Benefits to Consortium Members:

- 7.1 **Data Links**: ARREST will provide solutions to the problem of inaccessible or irretrievable information as a result of disparate law enforcement information systems that lack a common language or platform and the difficulty in sharing information across jurisdictional boundaries.
- 7.2 **Analysis**: ARREST will provide sophisticated analytical tools to enable investigators to discover links and relationships in the consolidated data that may allow them to solve previously “unsolvable” incidents and prevent serial criminal activity.
- 7.3 **Ease of Use**: ARREST will enable law enforcement personnel to use a graphical user interface that is intuitive and requires limited training even for individuals that are not computer literate.

Addendum to MOU

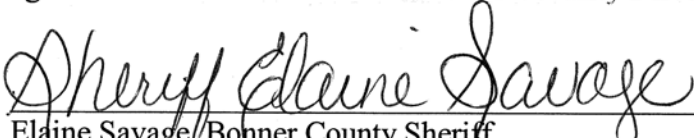
New Membership Agreement

Automated Records Retrieval and Electronic Sharing Technology consortium

Subject: The addition of the Bonner County, Idaho Sheriff Office to the Automated Records Retrieval and Electronic Sharing Technology (ARREST) consortium

Certification

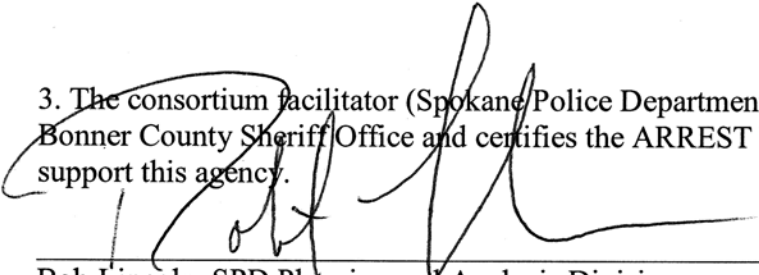
1. The Bonner County Sheriff Office desires to join the ARREST consortium and hereby agrees to the terms of the MOU and the Security Directives.


Elaine Savage, Bonner County Sheriff _____ Date 10-30-06

2. By at least two-thirds (2/3) vote of ARREST Governance Board representatives, the current membership approved the addition of the Bonner County Sheriff Office.


Jeff Sale, ARREST Chairman _____ Date _____

3. The consortium facilitator (Spokane Police Department) agrees to the addition of the Bonner County Sheriff Office and certifies the ARREST Node has the capacity to support this agency.


Bob Lincoln, SPD Planning and Analysis Division _____ Date _____

INTERGOVERNMENTAL AGREEMENT
ALEISS & ARREST CONSORTIUM

CITY of SPOKANE

Spokane City Chief of Police approval

_____ Date _____
Spokane Chief of Police Approval

PARTIES TO THIS AGREEMENT

ATTEST: CITY OF SPOKANE, municipal corporation

By _____ Date _____
City Administrator

INTERGOVERNMENTAL AGREEMENT
ALEISS & ARREST CONSORTIUM

FOR THE CITY OF AIRWAY HEIGHTS, WA:
Airway Heights Chief of Police approval

_____ Date _____
Chief of Police

PARTIES TO THIS AGREEMENT

ATTEST: CITY OF AIRWAY HEIGHTS, municipal corporation

By _____ Date _____
City Administrator

INTERGOVERNMENTAL AGREEMENT
ALEISS & ARREST CONSORTIUM

FOR THE CITY OF CHENEY, WA:
Cheney Chief of Police approval

_____ Date _____
Chief of Police

PARTIES TO THIS AGREEMENT

ATTEST: CITY OF CHENEY, municipal corporation

By _____ Date _____
Mayor or City Administrator

INTERGOVERNMENTAL AGREEMENT
ALEISS & ARREST CONSORTIUM

FOR THE CITY OF COEUR D'ALENE, ID:

Coeur d'Alene Chief of Police approval

_____ Date _____
Chief of Police

PARTIES TO THIS AGREEMENT

ATTEST: CITY OF COEUR D'ALENE, ID municipal corporation

By _____ Date _____
City Administrator

By _____ Date _____
Mayor

ATTEST:

_____ Date _____
City Clerk

INTERGOVERNMENTAL AGREEMENT
ALEISS & ARREST CONSORTIUM

FOR KOOTENAI COUNTY, ID

Kootenai County Sheriff approval

_____ Date _____
Sheriff

PARTIES TO THIS AGREEMENT

ATTEST: KOOTENAI COUNTY, ID

By _____ Date _____

County Administrator or Chairman

INTERGOVERNMENTAL AGREEMENT
ALEISS & ARREST CONSORTIUM

FOR THE CITY OF LIBERTY LAKE, WA:

Liberty Lake Chief of Police approval

_____ Date _____
Chief of Police

PARTIES TO THIS AGREEMENT

ATTEST: CITY OF LIBERTY LAKE, WA, municipal corporation

By _____ Date _____
Mayor or City Administrator

INTERGOVERNMENTAL AGREEMENT
ALEISS & ARREST CONSORTIUM

FOR SPOKANE COUNTY WA:

Spokane County Sheriff approval

_____ Date _____
Sheriff

PARTIES TO THIS AGREEMENT

ATTEST: SPOKANE COUNTY WA

By _____ Date _____

County Administrator

INTERGOVERNMENTAL AGREEMENT
ALEISS & ARREST CONSORTIUM

FOR BONNER COUNTY, ID:

Bonner County Sheriff approval

_____ Date _____
Sheriff

PARTIES TO THIS AGREEMENT


ATTEST: BONNER COUNTY, ID

By _____ Date _____

County Administrator

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: March 7, 2011
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Howard Street Project – Change Order # 1, Final Quantity Adjustments and Project Closeout**

DECISION POINT

Staff is requesting the approval of Change Order # 1, and, the final quantity adjustments for the Howard Street reconstruction project in order to bring final closure to the project.

HISTORY

The project, which was the second phase of the road construction that was initiated with St. Vincent DePaul and HUD housing projects at Neider Avenue and Howard Street, was constructed through the summer of 2010 and completed in October of that year. The finalization of construction and initialization of the signal at the Howard St. / Kathleen Avenue intersection has opened an entirely new network of streets to the public for access.

FINANCIAL ANALYSIS

The original contract amount for the project was \$609,961.25, which was below the engineer's original estimate of \$677,828.15. The change order for \$12,533.17 resulted from items that arose during that project that were unforeseen during the design phase, and, from quantity adjustments of the bid items. The amount of the change order increased the project cost to \$622,494.42 and resulted in a 2% increase of the project cost, which was well within the scope of the project.

PERFORMANCE ANALYSIS

The project was completed within the allotted time and below the budgeted amount. Approval of Change Order # 1 will allow for the release of the retainage funds and the closeout of the project.

RECOMMENDATION

Approve the change order and close out the project.

CHANGE ORDER

NUMBER ONE

PROJECT: Howard Street

OWNER: City of Coeur d'Alene

EFFECTIVE DATE: December 27, 2010

CONTRACTOR: MDM Construction, Inc.

You are directed to make the following changes in the Contract Documents

Description: Attached – approved field changes and quantity adjustments

Total Cost of Change Order: \$12,533.17

Increase

CHANGE IN CONTRACT AMOUNT:

Original Amount \$ 609,961.25

Net Changes From Previous Change Orders \$ 0.00

Prior Contract Price \$ 609,961.25

Net Increase \$ 12,533.17

Revised Contract Amt. \$ 622,494.42

CHANGE IN CONTRACT TIMES:

Original Contract Days

Original Completion Date

Net Changes from Previous Change Order Days

Contract Days Prior to This Change Order

Net Increase/Decrease of This Change Order

Revised Contract Days

Revised Completion Date

PREPARED:

By: Christopher H. Bates

Title: Engr. Proj. Mgr.

Date: December 27, 2010

APPROVED:

By: *Yvonne J. Kelly*

Owner: City of Coeur d'Alene

Date: 2/23, 2011

ACCEPTED:

By: *[Signature]*

Contractor: *MDM Construction*

Date: 2/28, 2011

HOWARD STREET PROJECT CHANGE ORDER			
ITEM	DESCRIPTION	QUANTITY	TOTAL
1a	Type "D" Ped Ramp @ SW Knoll Lane & Howard Street	1	\$ 1,065.00
1b	Urban approach. @ Appleway Apts & AVISTA - includes credit of standard driveway	1	\$ 8,949.10
1c	Revise catch basin at NE corner of Appleway Ave. & Howard St. & extend storm drain into W. Appleway	1	\$ 3,248.00
1d	Remove & replace 12" storm drain main in Marie Ave. due to skewed alignment	1	\$ 1,925.00
1e	Remove concrete & replace pedestrian ramp at James Avenue & Howard Street	1	\$ 1,780.34
1f	Remove & replace curb/gutter fronting Appleway Apts.	1	\$ 1,764.00
1g	Work associated w/ removing the brick MH & replacement with a cone section per Stormwater request	1	\$ 717.05
1h	Installing new SDMH # 1 lateral penetrations & relocating SDMH due to water & gas conflicts	1	\$ 500.89
1i	Miscellaneous concrete & sidewalk replacement	1	\$ 828.00
1j	Grind tree stumps - DENIED	1	\$ -
3	Replace 17 catch basin lids - DENIED	1	\$ -
4	Replace property corners & section corners - DENIED	1	\$ -
5a	Add curbs @ Francis Street & Howard Street	1	\$ 2,120.60
6a	Add sidewalk and remove pole @ Appleway & Howard St	1	\$ 652.74
	TOTAL		\$ 23,550.72
	QUANTITY ADJUSTMENTS / CREDITS & ADDITIONS		
7a	(#11) Credit fire hydrant removal @ Appleway Apts.	1	\$ (1,600.00)
7b	(#27) Increase standard curb @ \$18.10/LF	37 LF	\$ 669.70
7c	(#28) Increase sidewalk @ \$3.40/SF	68 SF	\$ 231.20
7d	(#33) Credit crushed rock @ \$13.00/TN	272.78 TN	\$ (3,546.14)
7e	(#34 & #35) Increase asphalt @ \$63.50/TN	25.44 TN	\$ 1,615.44
7f	(#41) Increase stop bar @ \$250.00/EA	1	\$ 250.00
7g	(#19) Increase manhole frame & lids @ \$400.00/EA	8	\$ 3,200.00
7h	(#42) Credit driveway match @ \$4.75/SF	1,229 SF	\$ (5,837.75)
	CHANGE ORDER 7a - 7h TOTAL (credit)		\$ (5,017.55)
7i	Credit for substandard paving on Howard Street	1	\$ (6,000.00)
	TOTAL CHANGE ORDER		\$ 12,533.17

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("**Agreement**") is dated effective as of March [___], 2011 ("**Effective Date**"), by and between Fernan Lake Preservation, LLC ("**Seller**"), and the City of Coeur d'Alene, Idaho ("**Buyer**").

1. Purchase and Sale.

(a) Seller agrees to sell and Buyer agrees to purchase the real property ("**Real Property**") located in the County of Kootenai, State of Idaho, and more particularly described as follows:grid

See Exhibit A, attached hereto and incorporated herein.

Including any and all appurtenances, tenements, hereditaments, reversions, remainders, easements, rights-of-way and water rights anyway appertaining to the property herein described.

2. Purchase Price.

(a) **Purchase Price.** The total purchase price of the Real Property is Four Hundred Sixty-Two Thousand, Five Hundred Dollars (\$462,500.00) ("**Purchase Price**"). The Purchase Price shall be payable as follows:

At closing Buyer shall pay to Seller One Hundred Fifty Thousand Dollars (\$150,000.00). The balance of purchase price, Three Hundred Twelve Thousand, Five Hundred Dollars (\$312,500.00), shall be paid by Buyer to Seller in five annual payments of Sixty-Two Thousand Five Dollars. The annual payments shall be made by or before October 15, beginning with the first payment on October 15, 2011. Buyer agrees to appropriate the full purchase price in 2011 and hold it in a designated, restricted account until the purchase price is paid in full.

(b) **Agreement Default.** If Buyer breaches this contract by failing to make the annual payments as provided in paragraph 2(a), Seller may declare the contract in default, accelerate the balance owed and immediately sue to collect the full amount owed by Buyer.

3. Buyer's Conditions. All conditions set forth in this Section 3 shall be conclusively deemed satisfied or waived by Buyer at closing, or as otherwise set forth below, unless the Agreement is terminated as set forth below:

(a) **Condition of Title.** Title to the Real Property shall be conveyed by Warranty Deed in the form attached hereto as Exhibit B ("**Deed**") and shall be free and clear of all liens, easements or encumbrances caused or suffered by Seller or anyone claiming by or through Seller except (i) the lien of taxes not yet due and payable and (ii) those liens, encumbrances,

easements, assessments, restrictions, and tenancies of record or that are reasonably obvious from a physical inspection of the Real Property.

(b) **Commitment for Title Insurance.** Buyer approves the Commitment for Title Insurance ("**Commitment**") issued by Kootenai Title Company ("**Title Company**"), covering the Real Property. Prior to closing, Seller shall deliver to Buyer a commitment for a standard owner's policy of title insurance ("**Title Commitment**"). Upon receipt, Buyer has five (5) days or until closing, whichever occurs first, to review and object, in writing with notice to Seller, to an exception on the Title Commitment. If Seller is unwilling or unable to remove the exception to which Buyer objects by closing, Buyer shall have the right to terminate this Agreement, and each party thereafter shall be released and discharged from any further obligation under this Agreement. At closing, the Seller shall purchase and provide the Buyer with a standard coverage owner's policy of title insurance from the Title Company ("**Title Policy**") in the full amount of the Purchase Price insuring that fee simple title is vested in the Buyer subject only to the exceptions shown on the Title Commitment approved by the Buyer.

(c) **Seller's Property Disclosure Form.** Seller shall have delivered to Buyer, Seller's Property Disclosure Form and Buyer shall have ten (10) days after receipt of the report to approve the same in Buyer's sole and absolute discretion.

4. Closing.

(a) Closing shall occur on March 18, 2011, or as the parties otherwise agree ("**Closing Date**").

(b) On or before the Closing Date, Seller shall deposit with Closing Agent a duly executed and acknowledged Deed conveying Real Property to Buyer.

(c) On or before the Closing Date, Buyer shall deposit with Closing Agent the following initial payment of One Hundred Fifty Thousand Dollars (\$150,000.00).

5. Seller's Representations and Warranties. Seller represents and warrants to Buyer, as of the Effective Date and as of the Closing Date, to Seller's actual knowledge, the following:

(a) **Seller's Authority.** Seller has full power and authority to execute this Agreement and to perform Seller's obligations hereunder.

(b) **Non-foreign Status.** Seller is not a "**foreign person**" for purposes of Section 1445 of the Internal Revenue Code. Prior to the Closing Date, Seller shall execute and deliver to the Closing Agent an affidavit in order to meet the Foreign Investment in Real Property Tax Act ("**FIRPTA**") requirements of I.R.C. § 1445.

(c) **Hazardous Materials; Indemnity.** Seller has no knowledge of any "Hazardous Materials" (as hereinafter defined), having been used, produced, released, stored, transported, disposed of, generated, deposited or otherwise existing in, over, under or upon the Real Property by any person or entity whatsoever during the period of Seller's ownership in

violation of any Environmental Laws. Furthermore, (1) no notice of violation of any Environmental Law or any other Law (and no complaint, order, directive, claim, citation or notice relating to any Environmental Law or other Law) has been issued with respect to the Real Property during the period of Seller's ownership and (2) no notice of noncompliance with any Permit relating to the development or use of the Real Property during the period of Seller's ownership has been issued.

(d) **Judicial Proceedings; Condemnation.** There are no pending actions or judicial proceedings of any type which have been instituted or which are pending or threatened against the Property and Seller has no actual knowledge of any facts or circumstances which could give rise to such action or judicial proceedings. Seller has received no written notice of any existing, pending or threatened investigation or inquiry by any governmental authority with respect to any remedial obligations pertaining to the Property under any applicable federal, state or local laws, regulations or ordinances pertaining to health or the environment, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and the Resource Conservation and Recovery Act of 1976. Without limiting the foregoing, there are no pending or threatened condemnation proceedings which could affect all or any portion of the Real Property, or the performance by Seller of any of Seller's obligations set forth in this Agreement.

(e) **No Violation of Law.** Neither the Real Property nor the sale of the Real Property violates any applicable statute, ordinance or regulation, nor any order of any court or any governmental authority or agency, pertaining to the Real Property or the use occupancy or condition thereof.

(f) **Title.** Seller has good and marketable title to the Real Property free and clear of any defects or encumbrances done, made or suffered by Seller except the lien of taxes and regular assessments, not yet due and payable, for the year of Closing and the Permitted Exceptions.

(g) **Actual Knowledge.** For purposes of this Section 5, Seller's actual knowledge means the actual knowledge of Seller on the Effective Date and the actual knowledge of Seller on the Closing Date.

(h) **Indemnification.** Seller agrees to indemnify, defend and hold harmless Buyer from and against any and all liabilities, claims, suits, judgments, damages, expenses, losses, diminution in value, fees, penalties, fines and costs (including, but not limited to, reasonable attorneys' fees and reasonable attorneys' fees on appeal), judgments, proceedings, and causes of action of any kind whatsoever, arising out of or in any way connected with Seller's breach of the representations and warranties set forth in this Section 5. If, prior to Closing, Buyer discovers or is informed by Seller of facts at variance with a Seller's representation or warranty under this Section 5, Buyer shall be entitled to terminate this Agreement, or to proceed to Closing. If Buyer proceeds to Closing, Buyer shall be deemed to have waived any right to assert such facts as the basis for an allegation of breach of such Seller representation or warranty.

6. Costs. Buyer and Seller shall equally share all escrow fees and recording fees. Seller shall pay the premium for the Title Policy. Taxes, assessments, and other items capable of proration shall be prorated as of the Closing Date. For the purposes of prorations, Buyer shall be deemed to have owned the Real Property for the entire Closing Date.

7. Broker. Buyer and Seller each represent and warrant that it has neither employed nor associated with any broker or agent in connection with this transaction. Buyer and Seller each hereby agree to indemnify and defend the other against any and all commissions, finder's fees or other fee or any claim therefore by any broker in connection with this transaction claiming through the indemnifying party. Fernan Lake Preservation, LLC partner Pat Acuff is a licensed real estate broker in the state of Idaho.

8. Miscellaneous.

(a) **Attorneys' Fees.** In the event any party is required to initiate or defend litigation to enforce the terms of this Agreement or the conveyance of Real Property, the prevailing party in such litigation shall be entitled to costs and reasonable attorneys' fees incurred in connection with such litigation, including such costs and attorneys' fees on any appeal.

(b) **Notices.** Notices shall be given in writing and may be sent by personal service, mail or other established express delivery service at the following addresses:

SELLER: Fernan Lake Preservation, LLC.
1105 E. Sherman Avenue
Coeur d'Alene, ID 83814
Attn: Pat Acuff

BUYER: City of Coeur d'Alene, Idaho
710 E. Mullan Avenue
Coeur d'Alene, ID 83814
Attn: City Clerk

(c) **Counterparts.** This Agreement may be executed in counterpart, each of which shall be deemed an original and all of which shall constitute a single instrument. Signature pages may be detached from individual counterparts and attached to a single or multiple original in order to form a single or original copy of this document.

(d) **Survival.** The entire Agreement shall survive closing.

(e) **Successors.** This Agreement shall be binding upon the heirs, successors, assigns and personal representatives of the parties hereto.

(f) **Headings.** Section headings are for convenience only and shall not be deemed to not define, limit or construe the contents of any terms, consents or conditions in this Agreement.

(g) **Entire Agreement.** This Agreement, together with the exhibits attached hereto, contains the entire Agreement between the parties hereto and supersedes all prior understandings and Agreements, oral or written, with respect to the subject matter hereof.

(h) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho.

(i) **Joint and Several Obligations.** In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

9. Restriction on Building Height. As further consideration for the sale of this property to Buyer, Buyer promises, covenants and agrees that no building taller than one story (fifteen (15) feet to peak of roof line) shall ever be built on the Real Property.

EXECUTED as of the date first set forth above.

SELLER:

BUYER:

Fernan Lake Preservation LLC.

City of Coeur d'Alene, Idaho

By: _____
Pat Acuff

By: _____
Sandi Bloem, Mayor

By: _____
Jim Elder

ATTEST

By: _____
Doug Potter

Susan Weathers, City Clerk

EXHIBIT A

Legal Description of Real Property

That portion of Government Lot 1 and 2 of Section 19, Township 50 North, Range 3 West, Kootenai County, Idaho, described as follows:

COMMENCING at the North 1/16 corner of said Section 19 marked by a 5/8 inch rebar with a yellow plastic cap scribed "JUB PLS 2427";

Thence North 89°38'11" West along the South line of said Government Lot 2, a distance of 1050.62 feet to a 5/8 inch rebar with yellow plastic cap marked "Welch Comer PLS 12318" said point being the TRUE POINT OF BEGINNING;

Thence North 01°36'18" West along a line parallel with and 1050 feet distance from the East line of Government Lot 2, a distance of 472.23 to a 5/8 inch rebar with yellow plastic cap marked "Welch Comer PLS 12318" and the Mean High water meander line;

Thence along said meander line the following 9 courses;

North 52°36'12" West, a distance of 39.80 feet;

North 49°02'39" West, a distance of 90.21 feet;

North 88°15'25" West, a distance of 93.23 feet;

North 75°04'36" West, a distance of 73.90 feet;

South 65°22'47" West, a distance of 125.96 feet;

South 51°13'05" West, a distance of 58.95 feet;

South 43°59'03" West, a distance of 72.45 feet;

South 71°20'56" West, a distance of 78.45 feet;

North 64°54'55" West, a distance of 4.93 feet to the Easterly right of way of Interstate 90 as shown on sheet 3 of 13, Federal Aid Project No. ID-I-90-1 (138) 14;

Thence South 05°28'04" West along said Easterly right of way, a distance of 414.62 feet to a point on the South line of said Government Lot 1;

Thence South 89°38'11" East along the South line of said Government Lot 1 and 2, a distance of 604.60 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B

Form of Warranty Deed

Recording Requested By and

When Recorded Return to:

[Closing Agent]

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

WARRANTY DEED WITH HEIGHT RESTRICTION

This Warranty Deed is made this ____ day of March, 2011, between Fernan Lake Preservation, LLC. ("**Grantor**"), and the City of Coeur d'Alene, Idaho, whose address is 710 E. Mullan Avenue, Coeur d'Alene, ID 83814 ("**Grantee**"), witnesseth:

That Grantor, for and in consideration of the sum of Ten Dollars and No Cents (\$10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, does, by these presents, convey unto Grantee and their heirs, successors and assigns forever, all the following described real estate situated in the County of Kootenai, State of Idaho:

See Exhibit A, attached hereto and incorporated herein.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the rents, issues and profits thereof; and all estate, right, title and interest in and to the property, as well in law as in equity, except as expressly provided otherwise herein ("**Premises**").

To have and to hold, all and singular the above-described Premises together with the appurtenances unto Grantee and Grantee's successors and assigns forever.

And Grantor and Grantor's successors and assigns shall and will warrant and by these presents forever defend the Premises in the quiet and peaceable possession of Grantee, Grantee's successors and assigns, against Grantor and Grantor's successors and assigns and against all and every person or persons whomsoever, lawfully claiming the same. The foregoing warranties and obligations to defend are limited to the extent Grantor has title insurance coverage or is entitled to claim coverage by any predecessor in interest of Grantor, if any, and to the extent such claims and expenses are covered by such title insurance. In no event shall Grantor incur any liability to Grantee, or Grantee's successors or assigns, for liabilities, costs or expenses not covered by title insurance, if any, or for amounts which exceed any such title insurance coverage, if any.

SUBJECT HOWEVER TO THE RESTRICTION, which shall be binding on the Grantee, its successors and assigns and shall run with the land, that no structure taller than fifteen feet (15 feet) in height will be constructed on the Premises. This restriction is enforceable by Grantor's heirs and assigns.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed the day and year first above written.

GRANTOR:

Fernan Lake Preservation, LLC.

By:

Pat Acuff

Jim Elder

Doug Potter

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of March, 2011, before me, _____,
a Notary Public in and for said state, personally appeared **Pat Acuff and Jim Elder**, known or
identified to me to be the persons whose names are subscribed to the foregoing instrument, and
acknowledged to me that they executed the same.

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

Notary Public for Idaho
Residing at _____
My commission expires _____

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of March, 2011, before me, _____,
a Notary Public in and for said state, personally appeared **Doug Potter**, known or identified to
me to be the person whose name is subscribed to the foregoing instrument, and acknowledged
to me that he executed the same.

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

Notary Public for Idaho
Residing at _____
My commission expires _____

ACCEPTED AND APPROVED by the **City of Coeur d'Alene, Grantee**, and hereunto subscribed by its Mayor and its official seal affixed by its City Clerk this ____ day of March, 2011.

CITY OF COEUR D'ALENE

By: _____
Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
 ss.
County of Kootenai)

On this _____ day of March, 2011, 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, an Idaho municipal corporation, 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 official seal the day and year first above written.

Notary Public for Idaho
Residing at _____
My commission expires _____

EXHIBIT A

Legal Description of the Premises

That portion of Government Lot 1 and 2 of Section 19, Township 50 North, Range 3 West, Kootenai County, Idaho, described as follows:

COMMENCING at the North 1/16 corner of said Section 19 marked by a 5/8 inch rebar with a yellow plastic cap scribed "JUB PLS 2427";

Thence North 89°38'11" West along the South line of said Government Lot 2, a distance of 1050.62 feet to a 5/8 inch rebar with yellow plastic cap marked "Welch Corner PLS 12318" said point being the TRUE POINT OF BEGINNING;

Thence North 01°36'18" West along a line parallel with and 1050 feet distance from the East line of Government Lot 2, a distance of 472.23 to a 5/8 inch rebar with yellow plastic cap marked "Welch Corner PLS 12318" and the Mean High water meander line;

Thence along said meander line the following 9 courses;

North 52°36'12" West, a distance of 39.80 feet;

North 49°02'39" West, a distance of 90.21 feet;

North 86°15'25" West, a distance of 93.23 feet;

North 75°04'36" West, a distance of 73.90 feet;

South 65°22'47" West, a distance of 125.96 feet;

South 51°13'05" West, a distance of 58.95 feet;

South 43°59'03" West, a distance of 72.45 feet;

South 71°20'56" West, a distance of 76.45 feet;

North 64°54'55" West, a distance of 4.93 feet to the Easterly right of way of Interstate 90 as shown on sheet 3 of 13, Federal Aid Project No. ID-I-90-1 (138) 14;

Thence South 05°28'04" West along said Easterly right of way, a distance of 414.62 feet to a point on the South line of said Government Lot 1;

Thence South 89°38'11" East along the South line of said Government Lot 1 and 2, a distance of 804.60 feet to the TRUE POINT OF BEGINNING.

**URBAN FORESTRY COMMITTEE
STAFF REPORT**

DATE: February 14, 2011
FROM: Karen Haskew, Urban Forestry Coordinator
SUBJECT: Cherry Hill Fuel Reduction

DECISION POINT:

The Urban Forestry Committee recommends that the City proceed with fuel reduction on 10 acres of Cherry Hill.

HISTORY:

The City purchased the Cherry Hill property in 1999 and the construction of the Cherry Hill Park began in 2005. The approximately 10 acres in natural tree cover on the east side of the property has not been managed by the city, except for the establishment of part of the disc golf course. Coeur d'Alene did complete a mechanical fuel reduction project on Tubbs Hill in 2010 with grant funds. The project came in under budget and the remainder of these grant funds are still available.

FINANCIAL ANALYSIS:

There are still funds available under the Wildland Urban Interface Fire Mitigation (WUI) 'Supplemental' grant that funded the Tubbs Hill work. There is also a possibility of doing the work under the FireSmart program. Both grant programs are run through the Kootenai County Local Emergency Planning Committee (LEPC) and funded in part by grants from the U.S. Forest Service through the Idaho Department of Lands. The cost of the project is anticipated to be about \$8,000. To utilize these funding sources, the work must be completed by the end of June, 2011.

Both these grant programs require a reasonable effort to maintain the fuel modification for a minimum of 10 years, which will require labor and/or funding to accomplish intermittent maintenance work as needed. The needed maintenance is anticipated to be low because the closed canopy will restrict sunlight and browsing deer will help regulate shrub growth

PERFORMANCE ANALYSIS:

The objective of the project would be to reduce the spacing and horizontal continuity of low fuels to keep potential fires from spreading quickly and getting into tree tops. By keeping fires 'low and slow', they will be more fightable within the response time of the Fire Department. The potential for spread beyond City property is to wooded residential neighborhoods to the south and east, and a few homes as well as natural/wooded properties to the north.

The primary problem at Cherry Hill is the abundance and crowding of small trees. The major work, to be done by a contract crew, would be to remove some of the small trees (5" d.b.h. maximum). This would have the added benefit of providing for better health of the trees that remain. The crew would also be removing some brush, low tree branches on larger trees, and dead and down fuels. The small debris will be chipped and kept on site. Larger pieces will be reduced in size and scattered. As on Tubbs Hill, Urban Forestry Committee members and urban forestry staff can pre-identify significant trees or shrubs to be retained.


QUALITY OF LIFE:

Neighbors and citizens that use the park will benefit from increased safety from mitigation of hazardous fire fuels. At the same time, consideration of the future of the trees and vegetation mix will affect the recreational and aesthetic quality of Cherry Hill.

DECISION POINT/RECOMMENDATION:

The Urban Forestry Committee recommends that the City proceed with fuel reduction of 10 acres on Cherry Hill.

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: March 7, 2011
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Acceptance of Grant Deeds for Right-of-Way Purchases Along the Government Way Road Corridor**

DECISION POINT

The Public Works Committee is being requested to recommend the acceptance by the City Council, and, the recordation by staff, of grant deeds for property that was purchased for the Government Way road widening project.

HISTORY

The Government Way road widening project which was initiated in January of 2009, is nearing the completion of another milestone in the project. At the onset of the project, thirty eight (38) parcels were identified for the acquisition of additional right-of-way to allow for the widening of Government Way from a two lane, overcrowded and broken road section, to a newer five lane street section. To date we have acquired 34 of the necessary parcels and are ready to record the deeds so that the next segment of the project can be initiated.

PERFORMANCE ANALYSIS

Recordation of the deeds will allow the private utilities (AVISTA, Frontier, Zayo & Time-Warner) to start the process of relocating their facilities to the back of the new right-of-way. Upon completion of that task (+/- mid June), the installation of the new City water and sanitary sewer will commence.

FINANCIAL ANALYSIS

Acquisition of the 34 noted parcels has amounted to \$932,153.00 and they have been within the appraised amounts for the project.

SUMMARY

With the acquisition of 34 of the 38 parcels of additional right-of-way completed for the Government Way widening project, it is time to record the documents in order for the private utilities to commence the relocation of their facilities while the remaining parcels are acquired. The City Council must accept the dedications prior to the recordation and it is being requested that the Public Works Committee forward the recommendation of acceptance and recordation on to them.

LINE	LENGTH	BEARING
L47	10.00	N00°38'25"E
L48	15.50	S88°48'30"E
L50	12.00	N87°44'45"W
L51	5.00	N87°44'45"W
L54	20.01	N87°44'45"W

LINE	LENGTH	BEARING
L32	7.50	S88°45'39"E
L33	7.50	N88°46'13"W
L35	19.01	N87°46'08"W
L36	12.00	N87°46'08"W
L37	19.01	N87°44'45"W
L38	12.00	S87°47'52"E
L39	19.01	S87°47'52"E
L40	12.00	N87°44'45"W
L41	7.50	N88°46'39"W
L42	15.50	S88°46'39"E
L43	29.50	S88°46'39"E
L44	15.50	N88°47'05"W
L45	17.00	N88°47'05"W
L46	23.50	N88°47'05"W

No.	STATION	OFFSET	STATION	OFFSET
38	117+18.86	69.00 RT	117+18.86	69.00 RT
39	116+19.90	69.00 RT	116+19.90	69.00 RT
40	116+19.97	62.50 RT	116+19.97	62.50 RT
41	116+20.14	45.50 RT	116+20.14	45.50 RT
42	114+45.34	45.50 RT	114+45.34	45.50 RT
43	114+45.18	62.50 RT	114+45.18	62.50 RT
44	113+35.40	45.50 RT	113+35.40	45.50 RT
45	113+18.23	62.50 RT	113+18.23	62.50 RT
46	113+10.02	70.63 RT	113+10.02	70.63 RT

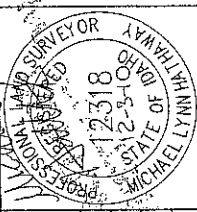
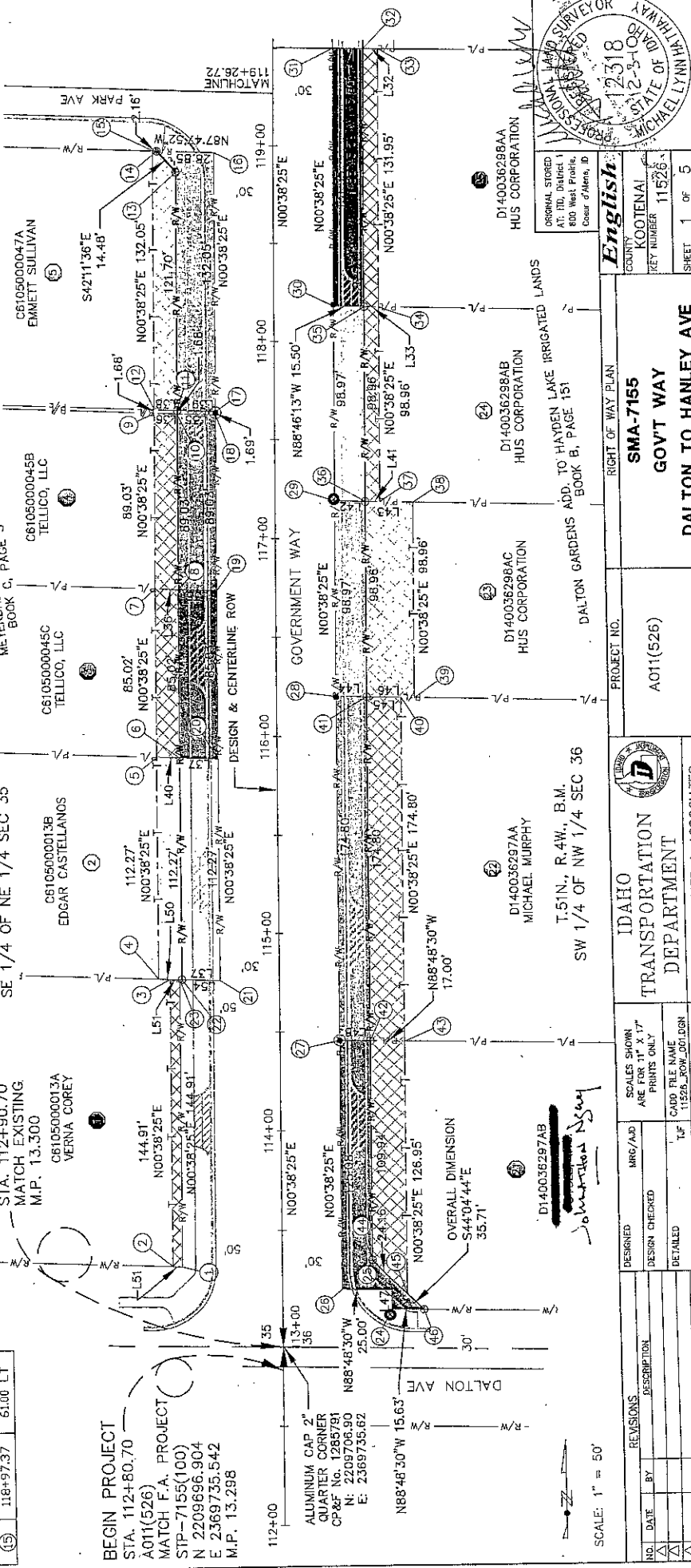
No.	STATION	OFFSET	STATION	OFFSET
22	116+20.29	30.00 RT	116+20.29	30.00 RT
23	117+19.26	30.00 RT	117+19.26	30.00 RT
24	118+18.23	30.00 RT	118+18.23	30.00 RT
25	119+50.18	30.00 RT	119+50.18	30.00 RT
26	119+50.02	45.50 RT	119+50.02	45.50 RT
27	119+49.94	53.00 RT	119+49.94	53.00 RT
28	118+17.99	53.00 RT	118+17.99	53.00 RT
29	118+18.07	45.50 RT	118+18.07	45.50 RT
30	117+19.10	45.50 RT	117+19.10	45.50 RT
31	117+19.03	53.00 RT	117+19.03	53.00 RT

No.	STATION	OFFSET	STATION	OFFSET
16	118+96.52	30.00 LT	118+96.52	30.00 LT
17	117+64.47	30.00 LT	117+64.47	30.00 LT
18	117+62.78	30.00 LT	117+62.78	30.00 LT
19	116+73.75	30.00 LT	116+73.75	30.00 LT
20	115+88.71	30.00 LT	115+88.71	30.00 LT
21	114+76.44	30.00 LT	114+76.44	30.00 LT
22	114+76.98	49.00 LT	114+76.98	49.00 LT
23	114+77.00	50.00 LT	114+77.00	50.00 LT
24	113+10.17	55.00 RT	113+10.17	55.00 RT
25	113+20.17	55.00 RT	113+20.17	55.00 RT
26	113+20.41	30.00 RT	113+20.41	30.00 RT
27	114+45.49	30.00 RT	114+45.49	30.00 RT

No.	STATION	OFFSET	STATION	OFFSET
1	113+32.10	50.00 LT	113+32.10	50.00 LT
2	113+32.24	55.00 LT	113+32.24	55.00 LT
3	114+77.15	55.00 LT	114+77.15	55.00 LT
4	115+89.59	61.00 LT	115+89.59	61.00 LT
5	115+89.25	49.00 LT	115+89.25	49.00 LT
6	116+74.61	61.00 LT	116+74.61	61.00 LT
7	116+74.27	49.00 LT	116+74.27	49.00 LT
8	117+63.64	61.00 LT	117+63.64	61.00 LT
9	117+63.31	49.00 LT	117+63.31	49.00 LT
10	117+64.99	49.00 LT	117+64.99	49.00 LT
11	117+65.32	61.00 LT	117+65.32	61.00 LT
12	118+86.69	49.00 LT	118+86.69	49.00 LT
13	118+97.31	58.84 LT	118+97.31	58.84 LT
14	118+97.37	61.00 LT	118+97.37	61.00 LT

NOTES:

1. THE COORDINATES SHOWN ARE BASED UPON THE IDAHO STATE PLANE COORDINATE (I.S.P.C.) SYSTEM, WEST ZONE, NAD 1983 (2007) AND HAVE BEEN ADJUSTED FROM STATE PLANE GRID COORDINATES TO PROJECT COORDINATES, USING A PROJECT COMBINED ADJUSTMENT FACTOR (C.A.F.) OF 1.00009627. A CONVERGENCE ANGLE OF -0.46 01" WAS CALCULATED AT SURVEY CONTROL POINT NUMBER 262, STA 117+29.39, OFFSET 34.16' RT. VERTICAL DATUM IS CITY OF COEUR D'ALENE.
2. ALL APPROACHES ARE 24' WIDE AND ZONED LIGHT COMMERCIAL, UNLESS OTHERWISE NOTED.
3. TEMPORARY EASEMENTS ARE TEMPORARY CONSTRUCTION EASEMENTS.



English
 COUNTY KOOTENAI
 KEY NUMBER 11526
 SHEET 1 OF 5

PROJECT NO. A011(526)
 SMA-7155
 GOVT WAY
 DALTON TO HANLEY AVE

DESIGNED: MRS/AB
 DESIGN CHECKED: [Signature]
 DETAILED: [Signature]
 DRAWINGS CHECKED: [Signature]

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
 CAD FILE NAME: 11526_ROW_001.DGN
 DRAWING DATE: 11/13/2013

REVISIONS
 NO. DATE BY DESCRIPTION

IDAHO TRANSPORTATION DEPARTMENT
 WELCH, COMER & ASSOCIATES
 T.51N., R.4W., B.M.
 SW 1/4 OF NW 1/4 SEC 36
 DALTON GARDENS ADD. TO HAYDEN LAKE IRRIGATED LANDS
 BOOK B, PAGE 151
 D140036298AA HUS CORPORATION
 D140036298AC HUS CORPORATION
 D140036298AB HUS CORPORATION
 D140036297AA MICHAEL MURPHY
 D140036297AB [Signature]

NOTES:

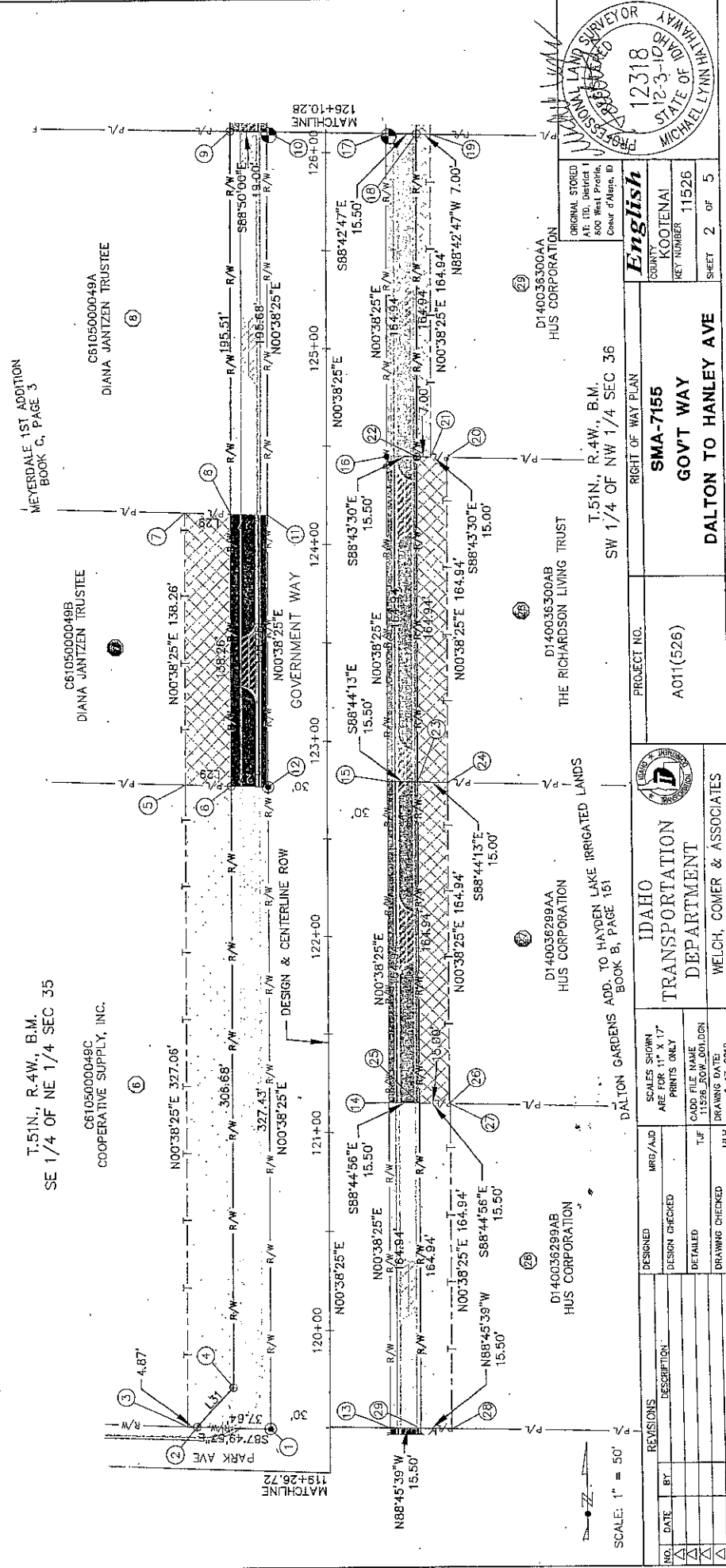
1. THE COORDINATES SHOWN ARE BASED UPON THE IDAHO STATE PLANE COORDINATE (I.S.P.C.) SYSTEM, WEST ZONE, NAD 1983 (2007), AND HAVE BEEN ADJUSTED FROM STATE PLANE GRID COORDINATES TO PROJECT COORDINATES, USING A PROJECT COMBINED ADJUSTMENT FACTOR (C.A.F.) OF 1.00009627. A CONVERGENCE ANGLE OF $-0'46''01''$ WAS CALCULATED AT SURVEY CONTROL POINT NUMBER 262, STA 117+29.39, OFFSET 34.16' RT. VERTICAL DATUM IS CITY OF COEUR D'ALENE.
2. ALL APPROACHES ARE 24' WIDE AND ZONED LIGHT COMMERCIAL, UNLESS OTHERWISE NOTED.
3. TEMPORARY EASEMENTS ARE TEMPORARY CONSTRUCTION EASEMENTS.

LINE	LENGTH	BEARING
L27	19.00	S88°19'57"E
L29	23.50	S88°19'57"E
L31	27.40	S43°28'25"W

No.	STATION	OFFSET	STATION	OFFSET	
(9)	126+09.69	52.50 RT	(9)	126+09.69	52.50 RT
(10)	124+44.67	60.50 RT	(20)	124+44.67	60.50 RT
(11)	124+44.75	52.50 RT	(21)	124+44.75	52.50 RT
(12)	124+44.83	45.50 RT	(22)	124+44.83	45.50 RT
(13)	122+79.89	45.50 RT	(23)	122+79.89	45.50 RT
(14)	122+79.73	60.50 RT	(24)	122+79.73	60.50 RT
(15)	121+14.96	45.50 RT	(25)	121+14.96	45.50 RT
(16)	121+14.80	60.50 RT	(26)	121+14.80	60.50 RT
(17)	121+14.79	61.00 RT	(27)	121+14.79	61.00 RT
(18)	119+50.02	45.50 RT	(28)	119+50.02	45.50 RT
(19)	119+50.02	45.50 RT	(29)	119+50.02	45.50 RT

No.	STATION	OFFSET
(9)	126+10.73	49.00 LT
(10)	126+10.56	30.00 LT
(11)	124+14.88	30.00 LT
(12)	122+76.62	30.00 LT
(13)	119+50.18	30.00 RT
(14)	121+15.12	30.00 RT
(15)	122+80.06	30.00 RT
(16)	124+45.00	30.00 RT
(17)	126+09.95	30.00 RT
(18)	126+09.77	45.50 RT

No.	STATION	OFFSET
(1)	119+49.19	30.00 LT
(2)	119+50.19	67.63 LT
(3)	119+50.32	72.50 LT
(4)	119+70.28	49.00 LT
(5)	122+77.38	72.50 LT
(6)	124+15.64	72.50 LT
(7)	124+15.22	49.00 LT



PROFESSIONAL LAND SURVEYOR
 12318
 STATE OF IDAHO
 MICHAEL LYNN TRATHWAY

ORIGINAL STORED AT: I.D. District 1 600 West Profile, Coeur d'Alene, ID

English
 COUNTY: KOOTENAI
 KEY NUMBER: 11526
 SHEET 2 OF 5

PROJECT NO. SMA-7155
 GOVT WAY
 DALTON TO HANLEY AVE

RIGHT OF WAY PLAN
 T.51N., R.4W., B.M.
 SW 1/4 OF NW 1/4 SEC 36

PROJECT NO. A011(526)

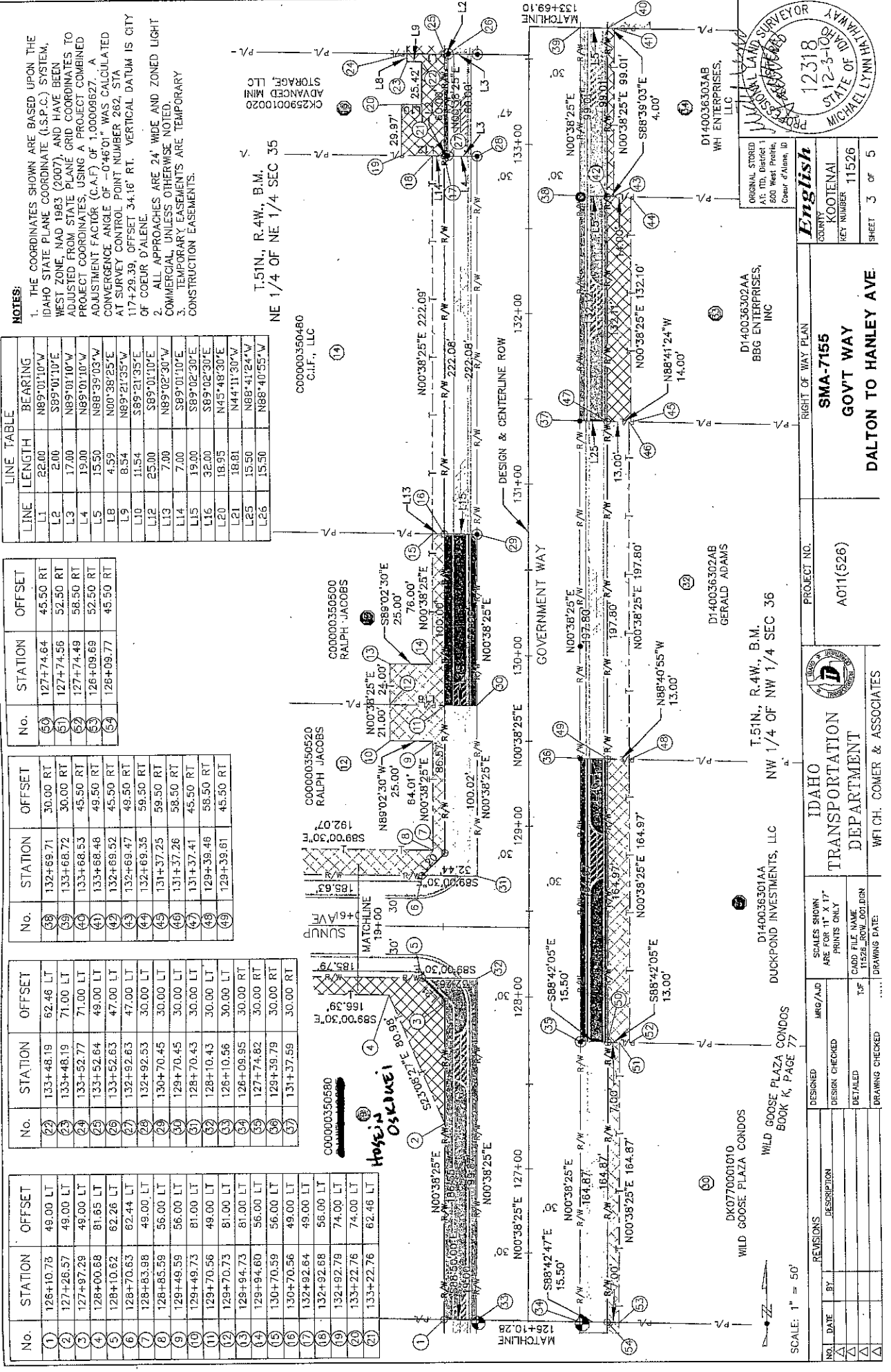
DESIGNED: MRG/AJD
 DESIGN CHECKED: []
 DETAILED: []
 DRAWING CHECKED: []

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
 CADD FILE NAME: 11526_ROW_001.DGN
 T/F: []
 DRAWING DATE: 6-17-2010
 MLH

REVISIONS

NO.	DATE	BY	DESCRIPTION

IDAHO TRANSPORTATION DEPARTMENT
 WELCH, COMER & ASSOCIATES



LINE TABLE

LINE	LENGTH	BEARING
L1	22.00	N89°01'10\"W
L2	2.00	S89°01'10\"E
L3	17.00	N89°01'10\"W
L4	19.00	N89°01'10\"W
L5	15.50	N88°39'03\"W
L6	4.59	N00°38'25\"E
L7	8.34	N89°21'35\"W
L8	11.54	S89°21'35\"E
L9	25.00	S89°01'10\"E
L10	7.00	N89°02'30\"W
L11	7.00	S89°01'10\"E
L12	19.00	S89°02'30\"E
L13	32.00	S89°02'30\"E
L14	18.95	N45°48'30\"E
L15	18.81	N44°11'30\"W
L16	15.50	N88°41'24\"W
L17	15.50	N88°40'55\"W

No.	STATION	OFFSET
50	127+74.64	45.50 RT
51	127+74.56	52.50 RT
52	127+74.49	58.50 RT
53	126+09.69	52.50 RT
54	126+09.77	45.50 RT

No.	STATION	OFFSET
38	132+69.71	30.00 RT
39	133+68.72	30.00 RT
40	133+68.53	45.50 RT
41	133+68.48	49.50 RT
42	132+69.52	45.50 RT
43	132+69.47	49.50 RT
44	132+69.35	59.50 RT
45	131+37.25	59.50 RT
46	131+37.26	58.50 RT
47	131+37.41	45.50 RT
48	129+39.46	58.50 RT
49	129+39.61	45.50 RT

No.	STATION	OFFSET
22	133+48.19	62.46 LT
23	133+48.19	71.00 LT
24	133+52.77	71.00 LT
25	133+52.64	49.00 LT
26	133+52.63	47.00 LT
27	132+92.63	47.00 LT
28	132+92.53	30.00 LT
29	130+70.45	30.00 LT
30	128+70.43	30.00 LT
31	128+10.43	30.00 LT
32	128+10.56	30.00 LT
33	128+09.95	30.00 RT
34	127+74.82	30.00 RT
35	129+39.79	30.00 RT
36	131+37.59	30.00 RT

No.	STATION	OFFSET
1	126+10.78	49.00 LT
2	127+26.57	49.00 LT
3	127+97.29	49.00 LT
4	128+00.68	81.65 LT
5	128+10.62	62.26 LT
6	128+70.63	62.44 LT
7	128+83.98	49.00 LT
8	128+85.59	56.00 LT
9	129+49.59	56.00 LT
10	129+49.73	81.00 LT
11	129+70.56	49.00 LT
12	129+70.73	81.00 LT
13	129+94.73	81.00 LT
14	129+94.60	56.00 LT
15	130+70.59	56.00 LT
16	130+70.56	49.00 LT
17	132+92.64	49.00 LT
18	132+92.68	56.00 LT
19	132+92.78	74.00 LT
20	133+22.76	74.00 LT
21	133+22.76	62.46 LT

T.51N., R.4W., B.M.
NE 1/4 OF NE 1/4 SEC 35

C00000350480
G.I.F., LLC

C00000350500
RALPH JACOBS

C00000350520
RALPH JACOBS

C00000350580
HOSEA OSKUNEI

PROFESSIONAL LAND SURVEYOR
12318
STATE OF IDAHO
MICHAEL LYNN HATHAWAY

English
COUNTY: KOOTENAI
KEY NUMBER: 11526
SHEET 3 OF 5

PROJECT NO. SMA-7155
GOVT WAY
DALTON TO HANLEY AVE

RIGHT OF WAY PLAN
D140036302AA
BBG ENTERPRISES, INC.

D140036302AB
GERALD ADAMS

D140036301AA
DUCKPOND INVESTMENTS, LLC
NW 1/4 OF NW 1/4 SEC 36

D1400363010
WILD GOOSE PLAZA CONDOS
BOOK K, PAGE 77

SCALE: 1" = 50'

NO.	DATE	BY	REVISIONS

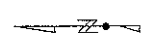
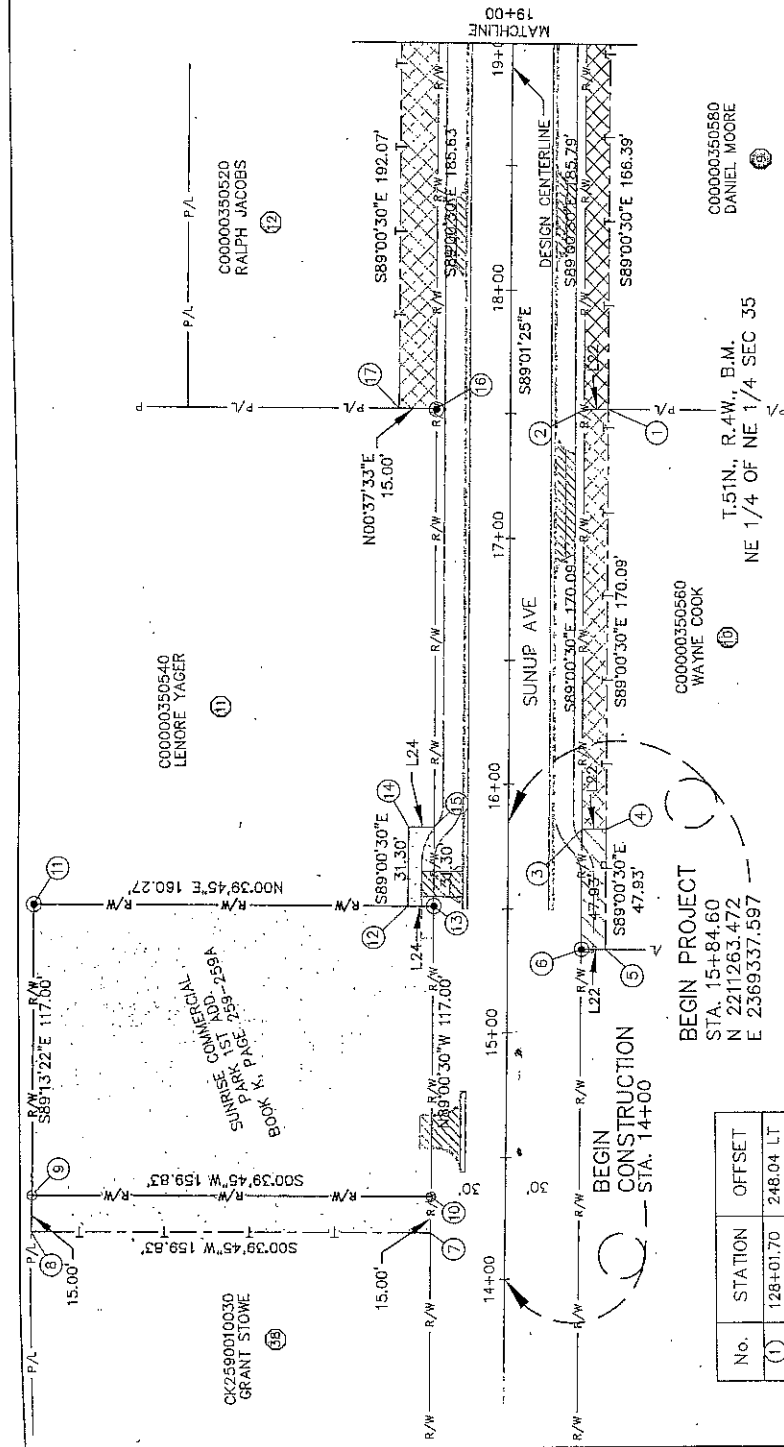
DESIGNED: MRS/AJD
DESIGN CHECKED: []
DETAILED: []
DRAWING CHECKED: []

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
CAD FILE NAME: 11526-ROW-001.DGN
TSP
DRAWING DATE: []

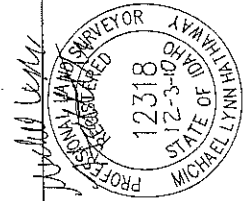
NOTES:

1. THE COORDINATES SHOWN ARE BASED UPON THE IDAHO STATE PLANE COORDINATE (I.S.P.C.) SYSTEM, WEST ZONE, NAD 1983 (2007), AND HAVE BEEN ADJUSTED FROM STATE PLANE GRID COORDINATES TO PROJECT COORDINATES, USING A PROJECT COMBINED ADJUSTMENT FACTOR (C.A.F.) OF 1.00009627. A CONVERGENCE ANGLE OF -0.4601" WAS CALCULATED AT SURVEY CONTROL POINT NUMBER 262, STA 117+29.39, OFFSET 34.16' RT. VERTICAL DATUM IS CITY OF COEUR D'ALENE.
2. ALL APPROACHES ARE 24' WIDE AND ZONED LIGHT COMMERCIAL, UNLESS OTHERWISE NOTED.
3. TEMPORARY EASEMENTS ARE TEMPORARY CONSTRUCTION EASEMENTS.

LINE TABLE		
LINE	LENGTH	BEARING
L22	10.07	S00°37'33"W
L24	10.50	S00°39'45"W



SCALE: 1" = 50'



ORIGINAL STORED AT: IED, District 1, 800 West Profitt, Coeur d'Alene, ID

English
COUNTY: KOOTENAI
KEY NUMBER: 11526
SHEET 4 OF 5

RIGHT OF WAY PLAN
SMA-7155
GOVT WAY
DALTON TO HANLEY AVE

PROJECT NO.
A011(526)

IDAHO
TRANSPORTATION
DEPARTMENT
WELCH, COMER & ASSOCIATES

SCALES SHOWN:
AS SHOWN
PRINTS ONLY

CADD FILE NAME:
11526_ROW_001.DGN

DRAWING DATE:
5-17-2010

- NOTES:**
- THE COORDINATES SHOWN ARE BASED UPON THE IDAHO STATE PLANE COORDINATE (L.S.P.C.) SYSTEM, WEST ZONE, NAD 1983 (2007), AND HAVE BEEN ADJUSTED FROM STATE PLANE GRID COORDINATES TO PROJECT COORDINATES, USING A PROJECT COMBINED ADJUSTMENT FACTOR (C.A.F.) OF 1.00009627. A CONVERGENCE ANGLE OF -0.4601" WAS CALCULATED AT SURVEY CONTROL POINT NUMBER 262, STA 117+29.39, OFFSET 34.16' RT. VERTICAL DATUM IS CITY OF COEUR D'ALENE.
 - ALL APPROACHES ARE 24' WIDE AND ZONED LIGHT COMMERCIAL UNLESS OTHERWISE NOTED.
 - TEMPORARY EASEMENTS ARE TEMPORARY CONSTRUCTION EASEMENTS.

BEGIN PROJECT
STA. 15+84.60
N 221°263.472
E 2369337.597

No.	STATION	OFFSET
(1)	128+01.70	248.04 LT
(2)	128+11.76	248.05 LT
(3)	128+12.81	418.13 LT
(4)	128+02.74	418.13 LT
(5)	128+03.03	466.06 LT
(6)	128+13.10	466.06 LT
(7)	128+73.72	580.96 LT
(8)	130+33.55	580.69 LT
(9)	130+33.54	565.89 LT
(10)	128+73.71	565.96 LT
(11)	130+33.26	448.89 LT
(12)	128+83.50	448.95 LT
(13)	128+73.00	448.98 LT
(14)	128+83.30	417.66 LT
(15)	128+72.80	417.66 LT
(16)	128+71.76	248.06 LT
(17)	128+86.76	248.07 LT

NO.	DATE	BY	REVISIONS	DESCRIPTION

DESIGNED	MIR/AJD

DESIGN CHECKED	DATE

DETAILED	T.F.

DRAWING CHECKED: MELH

LINE	LENGTH	BEARING
L1	22.00	N89°01'10"W
L2	19.00	S89°01'10"E
L3	13.94	N88°32'35"W
L4	19.00	S88°49'36"E
L5	13.50	N88°39'03"W
L6	22.00	N88°49'36"W
L7	5.00	N01°27'20"E
L8	21.96	N43°57'19"W
L9	31.83	N00°38'40"E

C00000350140
NEW AFC REALTY, LLC

T.51N., R.4W., B.M.
NE 1/4 OF NE 1/4 SEC 35

C00000350070
LEO LEE TRUSTEE

C00000350050
A THOUSAND HILLS, LLC

SILVER LAKE MALL
BOOK F, PAGE 294
C00000350010080
HORIZON CREDIT UNION

- NOTES:**
- THE COORDINATES SHOWN ARE BASED UPON THE IDAHO STATE PLANE COORDINATE (U.S.P.C.) SYSTEM, WEST ZONE, MAD 1983 (2007), AND HAVE BEEN ADJUSTED FROM STATE PLANE GRID COORDINATES TO PROJECT COORDINATES, USING A PROJECT COMBINED ADJUSTMENT FACTOR (C.A.F) OF 1.00009627. A CONVERGENCE ANGLE OF -0°46'01" WAS CALCULATED AT SURVEY CONTROL POINT NUMBER 282, STA 117+29.39, OFFSET 34.16' RT.
 - ALL APPROACHES ARE 24' WIDE AND ZONED LIGHT COMMERCIAL, UNLESS OTHERWISE NOTED.
 - TEMPORARY EASEMENTS ARE TEMPORARY CONSTRUCTION EASEMENTS.

No.	STATION	OFFSET
(42)	138+58.87	45.50 RT
(43)	135+98.21	79.50 RT
(44)	135+98.33	70.50 RT
(45)	135+98.65	45.50 RT
(46)	133+88.22	70.50 RT
(47)	133+88.53	45.50 RT

No.	STATION	OFFSET
(31)	135+98.85	30.00 RT
(32)	138+84.99	30.00 RT
(33)	138+99.23	44.57 RT
(34)	139+54.23	45.35 RT
(35)	139+59.23	45.42 RT
(36)	139+74.87	30.00 RT
(37)	140+06.70	30.00 RT
(38)	139+76.67	59.61 RT
(39)	139+54.03	59.29 RT
(40)	138+99.02	59.28 RT
(41)	138+88.73	79.50 RT

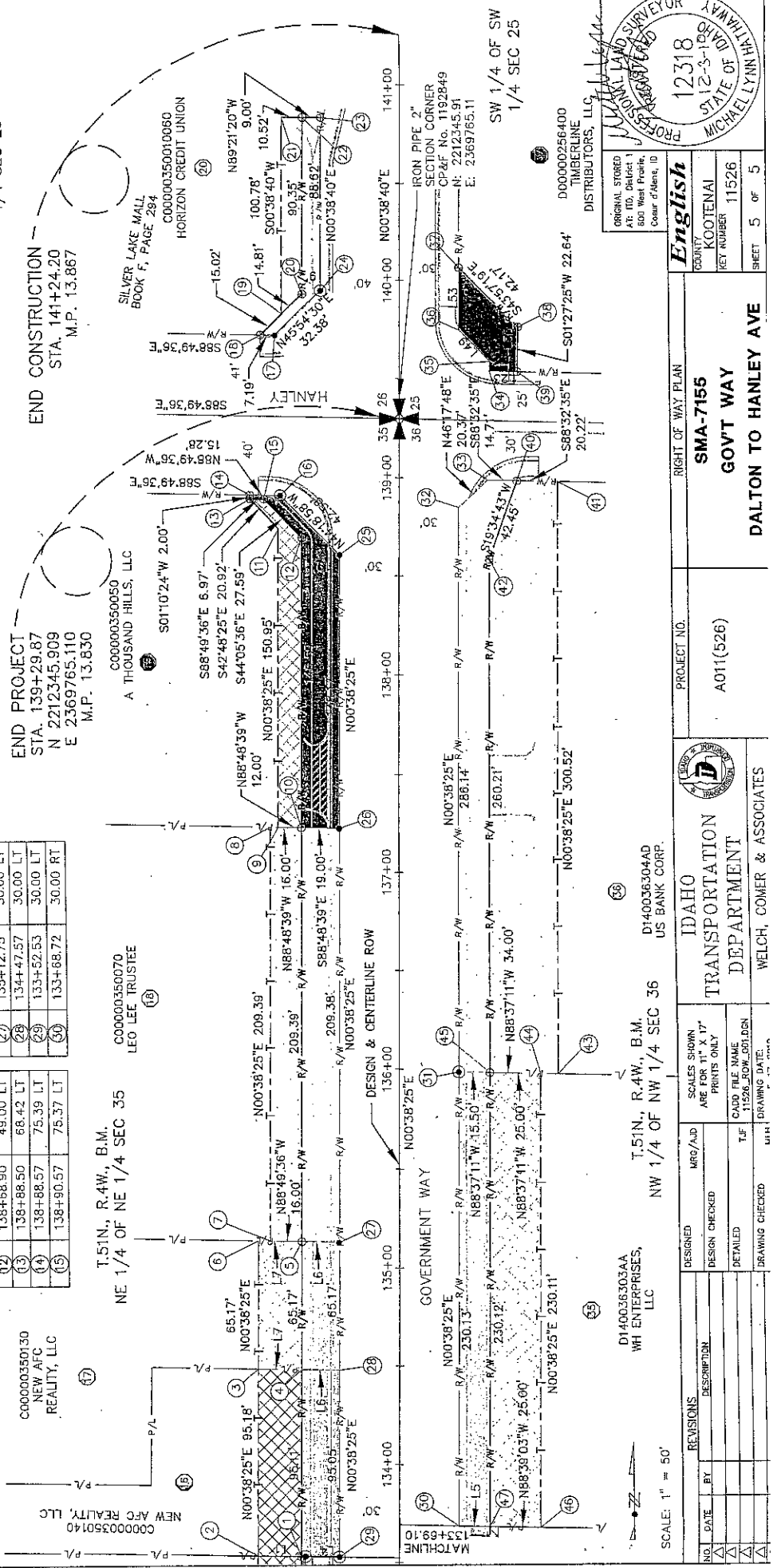
No.	STATION	OFFSET
(16)	138+90.43	60.09 LT
(17)	139+71.45	63.00 LT
(18)	139+71.52	70.19 LT
(19)	139+82.09	59.52 LT
(20)	139+92.51	49.00 LT
(21)	140+82.87	59.52 LT
(22)	140+82.87	49.00 LT
(23)	139+94.24	40.00 LT
(24)	138+60.30	30.00 LT
(25)	137+22.13	30.00 LT
(26)	135+12.75	30.00 LT
(27)	134+47.57	30.00 LT
(28)	133+62.53	30.00 LT
(29)	133+88.72	30.00 RT

No.	STATION	OFFSET
(1)	133+52.64	49.00 LT
(2)	133+52.77	71.00 LT
(3)	134+47.96	71.00 LT
(4)	134+47.75	49.00 LT
(5)	135+12.93	49.00 LT
(6)	135+13.13	71.00 LT
(7)	135+13.07	55.00 LT
(8)	137+22.47	65.00 LT
(9)	137+22.43	61.00 LT
(10)	137+22.31	49.00 LT
(11)	138+73.38	61.00 LT
(12)	138+68.90	49.00 LT
(13)	138+88.50	68.42 LT
(14)	138+88.57	75.39 LT
(15)	138+90.57	75.37 LT

SE 1/4 OF SE
1/4 SEC 26

END CONSTRUCTION
STA. 141+24.20
M.P. 13.867

END PROJECT
STA. 139+29.87
N 2212345.909
E 2369765.110
M.P. 13.830



SCALE: 1" = 50'

D140036303AA
WH ENTERPRISES,
LLC

T.51N., R.4W., B.M.
NW 1/4 OF NW 1/4 SEC 36

D140036304AD
US BANK CORP.

C00000256400
TIMBERLINE
DISTRIBUTORS, LLC

D00000256400
TIMBERLINE
DISTRIBUTORS, LLC

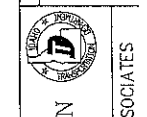
ORIGINAL STORED
AT: ITD, District 1
800 West Prairie,
Coeur d'Alene, ID

PROFESSIONAL LAND SURVEYOR
12318
MICHAEL LYNN HATHAWAY
STATE OF IDAHO
12-3-10

English
COUNTY KOOTENAI
KEY NUMBER 11526
SHEET 5 OF 5

RIGHT OF WAY PLAN
SMA-7155
GOVT WAY
DALTON TO HANLEY AVE

PROJECT NO.
A011(526)




IDAHO
TRANSPORTATION
DEPARTMENT
WELCH, COMER & ASSOCIATES

DESIGNED	MRG/AD	SCALES SHOWN
DESIGN CHECKED		ARE FOR 11" X 17"
DETAILED		PRINTS ONLY
DRAWING CHECKED	T.F.	CADD FILE NAME
		11526_ROW_031.DGN
		DRAWING DATE:

NO.	DATE	BY	REVISIONS	DESCRIPTION

PUBLIC WORKS COMMITTEE
STAFF REPORT

DATE: March 7, 2011
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **V-11-1, Vacation of a Portion of 18th Street and Lost Avenue Rights-of-Way**

DECISION POINT

The applicant, Art Elliot, is requesting the vacation of undeveloped portions of the 18th Street and Lost Avenue rights-of-way adjoining the south 12' of Lot 8, and Lots 9, 10 & 11, Block 12, of the Kaesmeyer Addition subdivision.

HISTORY

The noted subdivision was platted in February 1907, and has R-12 zoning. The subject lots are vacant, and, the surrounding lots consist of single family dwelling units, with the recently completed Ridgepoint condominium complex adjacent to the west of the subject property.

FINANCIAL ANALYSIS

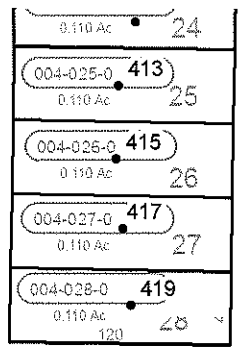
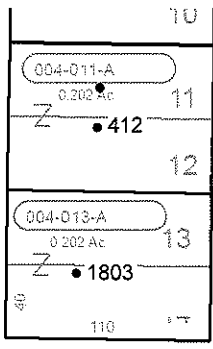
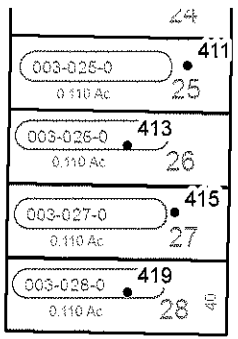
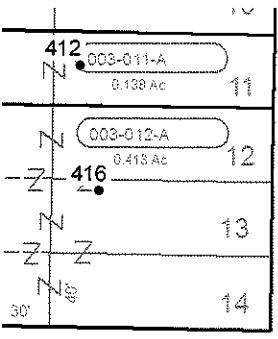
There is no financial impact to the City.

PERFORMANCE ANALYSIS

The portions of right-of-way that are being requested for vacation are undeveloped, overgrown, and, covered in older trees and brush. The principal reason for the r/w never developing in the 104 years since the inception of the subdivision, would be the topography of the area, and the fact that the ground starts climbing upward just past the current terminus of 18th Street at +/- 30% slope. There is no practical reason for the r/w to develop from a transportation standpoint, and, the cost of any development would far outweigh the effectiveness of the street connection.

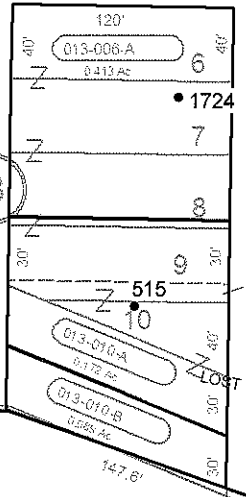
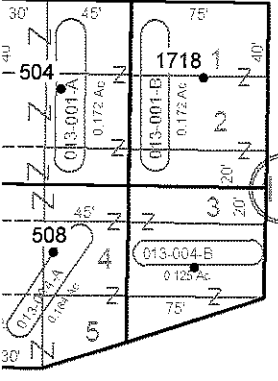
RECOMMENDATION

Recommendation to the Public Works Committee would be for staff to proceed with the vacation process as outlined in Idaho Code Section 50-1306, and, to recommend to the City Council the setting of a public hearing for the item on April 5, 2011.

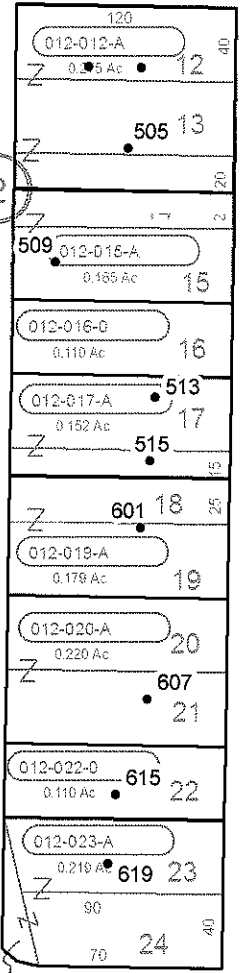
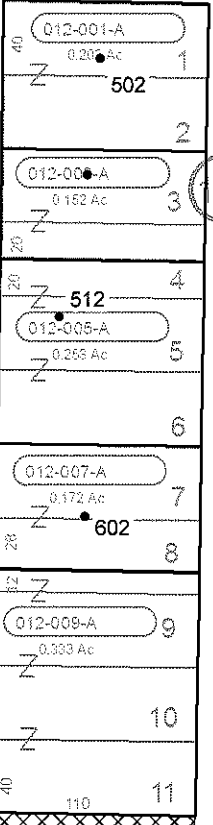


C-5085

YOUNG



18TH



18TH

504

VAC PTN

TOWER POINTE

LOST PTN

2600

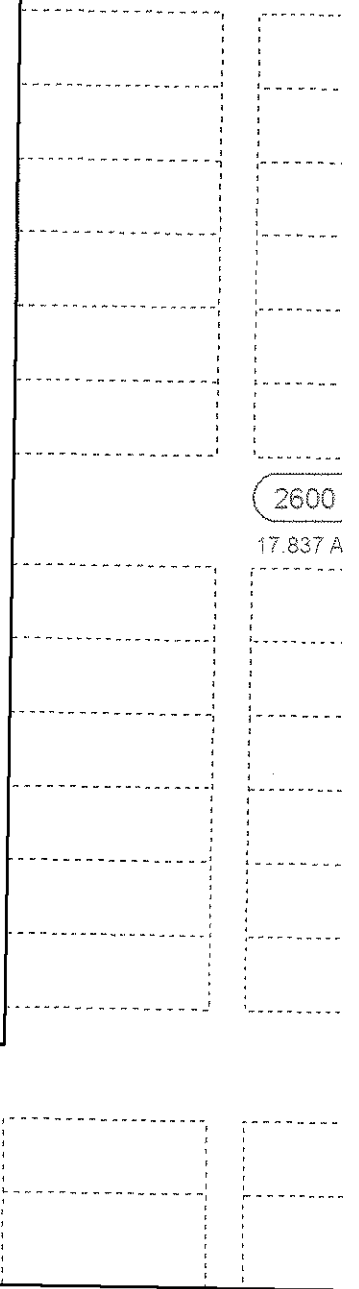
17.837 A

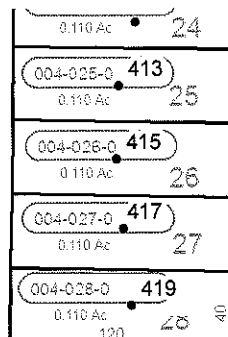
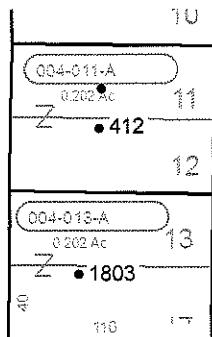
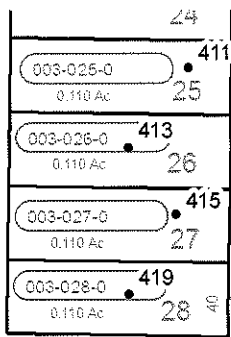
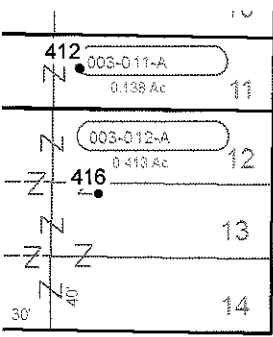
#14362

35.3

130'

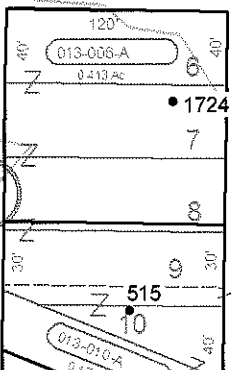
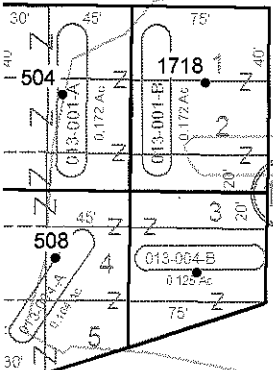
49.80



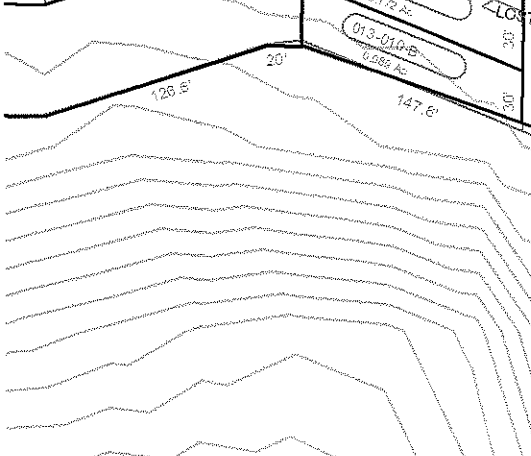
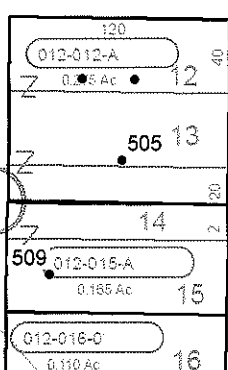
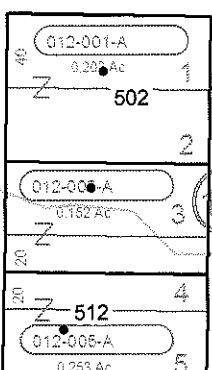


C-5085

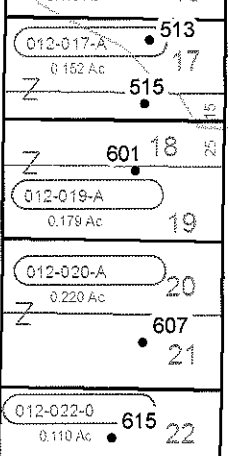
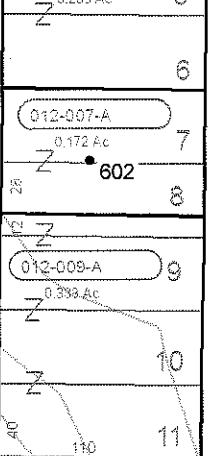
YOUNG



18TH

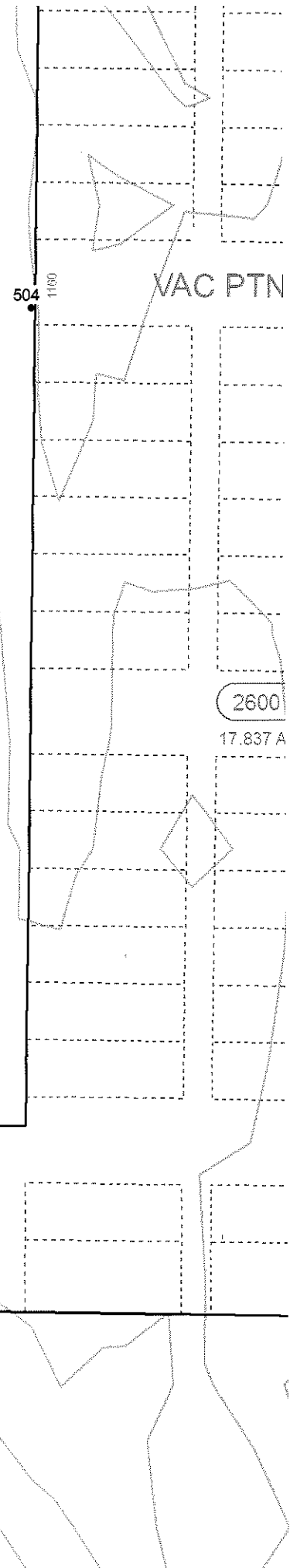


18TH



LOST AVE

#14362





412

411

413

413

412

415

416

415

417

419

1803

419

5085

18TH

504

WATER POINTE

504

1718

1724

502

505

508

515

512

509

513

515

602

601

612-009-A

607

615

619


ALLEY

2600

837

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: March 7, 2011
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **V-11-2, Vacation of Sewer & Water Easements in the Meadow Ranch Subdivision**

DECISION POINT

The applicant, Active West Development, is requesting the vacation of two utility easements in the Meadow Ranch subdivision that are no longer necessary due to a reconfiguration of the subject development.

HISTORY

The noted subdivision which was platted in 2008, was originally configured with single family homes along the westerly boundary, and, large remainder parcel that would contain multi-family and condominium lots (attached). The utility easements were placed on the larger remainder parcel for the future development, because no rights-of-way were intended to be constructed.

FINANCIAL ANALYSIS

There is no financial impact to the City.

PERFORMANCE ANALYSIS

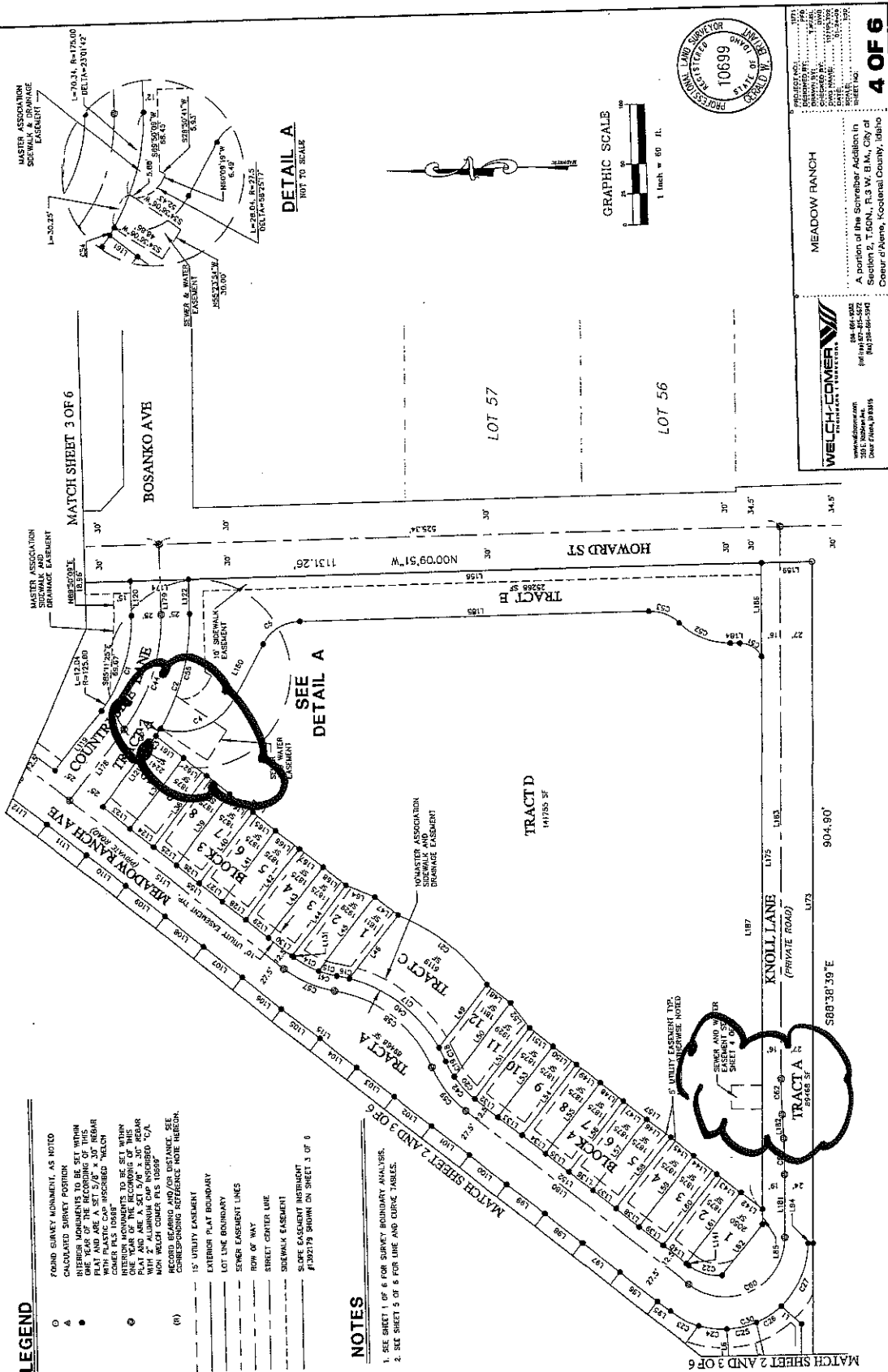
Due to the change in the housing market, and, the success of the development's single family construction, the developer has decided to reconfigure the remainder of the development into a similar product (attached). In order to accomplish that, the noted utility easements will need to be vacated. The vacation of the easements does not create any adverse impact on the City, and the utility lines that will serve the newly configured lots will be placed within new street right-of-ways.

RECOMMENDATION

Recommendation to the Public Works Committee would be for staff to proceed with the vacation process as outlined in Idaho Code Section 50-1306, and, to recommend to the City Council the setting of a public hearing for the item on April 19, 2011.

MIEADOWN IRANOHI

A PORTION OF SCHREIBER ADDITION LOTS 3 AND 4 IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

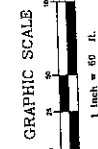
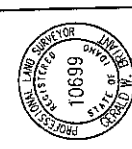


LEGEND

- FOUND SURVEY MONUMENT, AS NOTED
- △ CALCULATED SURVEY POSITION
- INTERIOR MONUMENTS TO BE SET WITHIN PLAT AND ARE A SET 2/8" x 3/8" REBAR WITH PLASTIC CAP INScribed "WELCH"
- INTERIOR MONUMENTS TO BE SET WITHIN ONE YEAR OF THE RECORDING OF THIS PLAT WITH ALUMINUM CAP INSCRIBED "C.A. WELCH CORNER PLS 10898"
- (R) RECORD BEARING AND/OR DISTANCE. SEE CORRESPONDING REFERENCING NOTE THEREON.
- 15' UTILITY EASEMENT
- EXTERIOR PLAT BOUNDARY
- LOT LINE BOUNDARY
- SEWER EASEMENT LINES
- ROW OF WAY
- STREET CENTER LINE
- SEWER EASEMENT
- SLOPE EASEMENT INSTRUMENT #1325179 SHOWN ON SHEET 3 OF 6

NOTES

1. SEE SHEET 1 OF 6 FOR SURVEY BOUNDARY ANALYSIS.
2. SEE SHEET 5 OF 6 FOR LINE AND CURVE TABLES.



WELCH ENGINEERS
 302 N. 2ND ST.
 COEUR D'ALENE, IDAHO 83814
 TEL: (208) 765-5577
 FAX: (208) 765-5577

MEADOW RANCH
 A portion of the Schreiber Addition in Section 2, T.50N., R.4W., B.M., City of Coeur d'Alene, Kootenai County, Idaho

PROJECT NO.: 10699
 SHEET NO.: 4 OF 6

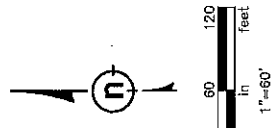
PRELIMINARY PLAN
OF

MEADOW RANCH PHASE II

A PLANNED UNIT DEVELOPMENT
Tract D and Tract E of MEADOW RANCH in the Northwest Quarter of Section 2, Township 60 North, Range 4 West,
Booke Meridian, City of Coeur d'Alene, Kootenai County, Idaho

Legend

- △ = Calculated point (nothing found or set)
- = Found rebar and cap (as noted)
- ⊕ = Found iron pipe (as noted)
- ⊙ = Found aluminum cap (as noted)
- = Set 5/8" rebar marked "HZ PLS 12110"
- = Property line
- = Setback line
- = Easement line
- = Boundary line
- = Adjacent property line
- = Right-of-way
- = Fence
- = 1000' contour
- = 5' contour
- = 1' contour
- ▨ = Proposed Clubhouse/Sales Office
- ⊙ = Dry well
- = Culvert end
- ⊕ = Sanitary sewer manhole
- ⊙ = Water service stub
- ⊕ = Fire hydrant
- ⊙ = Post indicator valve
- ⊕ = Water valve
- ⊕ = Frost valve
- ⊕ = Water meter

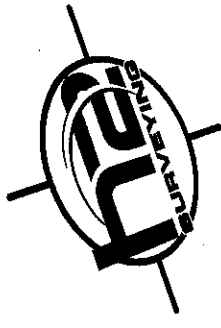
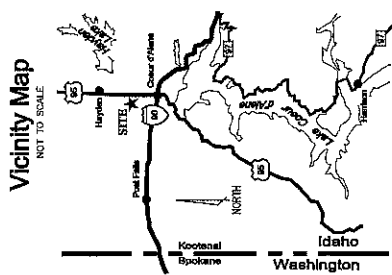
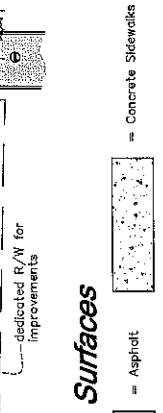
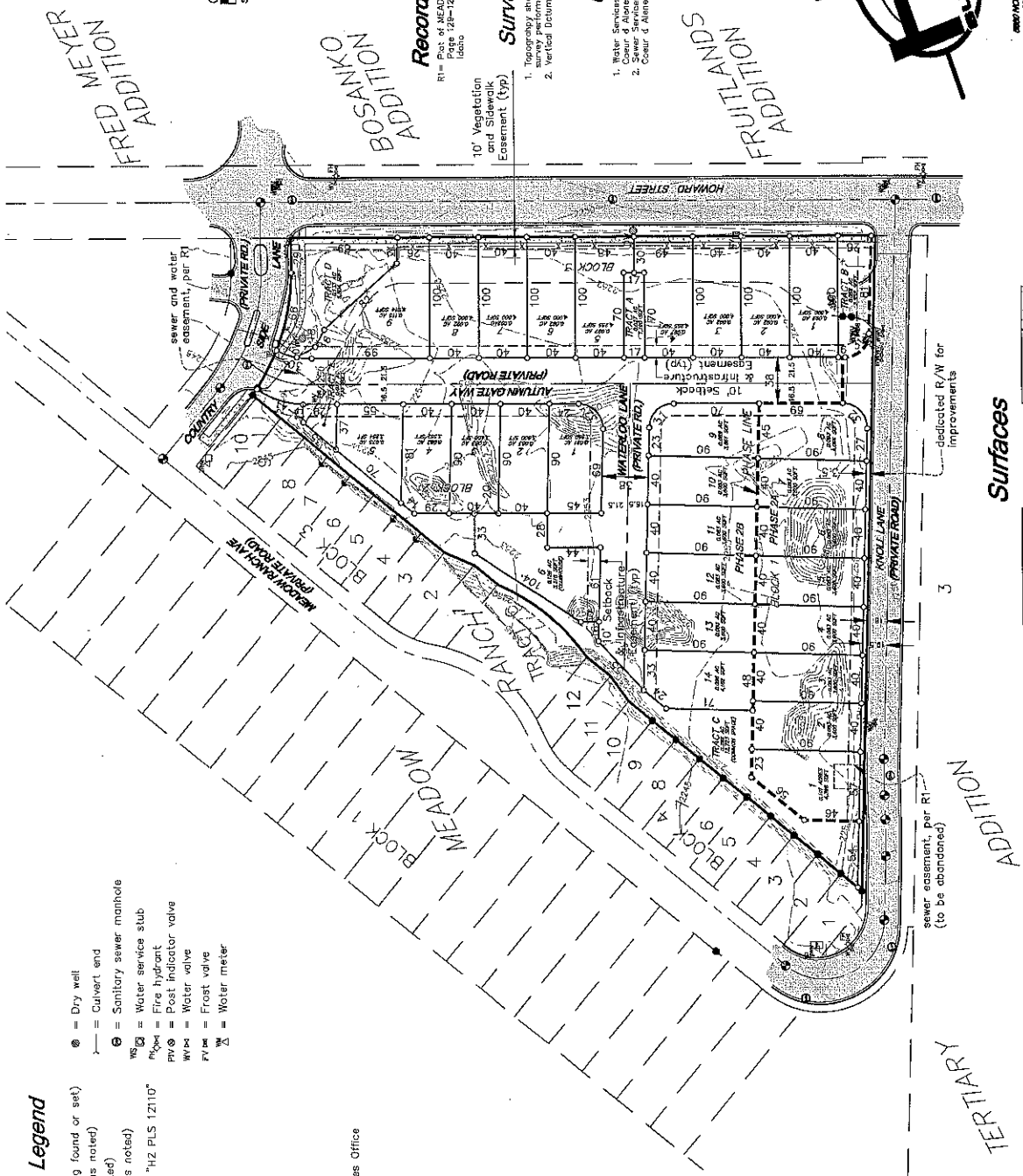


Record Information
R1 = Plat of MEADOW RANCH, Book K of Plats,
Page 128-128C, records of Kootenai County,
Idaho

Surveyor's Note
1. Topography shown hereon is from a field
book of the Surveyor.
2. Vertical Datum is NGVD29 (county datum).

Utilities
1. Water Services to be provided by City of
Coeur d'Alene.
2. Sewer Services to be provided by City of
Coeur d'Alene.

10' Vegetation
and Sidewalk
Easement (typ)



ANDY HOFFMAN, SURVEYOR
1100 N. HAYDEN
PO BOX 772800
COEUR D'ALENE, IDAHO 83807
P. 208.772.8000
F. 208.772.8009
andy@hoffman.com

DATE: MARCH 9, 2011
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: APRIL 19, 2011

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>
A-2-11	Proposed zoning in conjunction with annexation from County Industrial to C-17 (Commercial at 17 units/acre) Applicant: City of Coeur d'Alene, Parks Department Location: +/- 6.7 acre parcel commonly known as The Prairie Trail, West of Riverstone, South of I-90 Following the city limits adjacent to the Spokane River	Recommended Approval	Legislative
0-1-11	Request: Amendments to Pocket Housing Applicant: City of Coeur d'Alene	Recommended Approval	Legislative

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **April 19, 2011.**

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

prorate 695.84

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

[Office Use Only] Amt Paid 762.50
 Rec No 537704
 Date 2/23/2011
 Date to City Council: 2/15/11
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

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

Business Name	<i>Sully's Pub Inc.</i>	
Business Mailing Address	<i>5785 N. Gout. way</i>	
City, State, Zip	<i>CDN ID. 83815</i>	
Business Physical Address	<i>5785 N Gout. way</i>	
City, State, Zip	<i>CDN</i>	
Business Contact	<i>Emmett Sullivan</i>	
License Applicant	Business Telephone: <i>771-0236</i> Fax: _____	
If Corporation, partnership, LLC etc. List all members/officers	<i>Sully's Pub Inc</i>	
	<i>Emmett Sullivan</i>	
	<i>Patrick A. Sullivan</i>	

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 3/2/2011
Department Name / Employee Name / Date
Request made by: Jody Struckman 208 661-5424
Name / Phone
35726 St. Joe Drive Spirit Lake ID 83869
Address

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

Niche(s): _____
Lot(s): 04, 05, _____, _____, _____, _____. Block: 03 Section: N

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

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

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

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

Title transfer fee (\$ 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.

Yonno 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:
Jody Struckman
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 500.00 per lot.

DE 3/2/2011
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: Yes / / No. 3/2/11
- Person making request is authorized to execute the claim: _____
Attorney Init. Date

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

Swank Wootten 3/3/11
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.

**CITY COUNCIL
STAFF REPORT**

DATE: *March 15, 2011*

FROM: *Monte McCully, Trail Coordinator, Parks Department*

SUBJECT: *Surplus of Xerox Energy Star Copier 430 ST, Serial # TWY-000653B*

DECISION POINT:

Will the City Council approve staff to surplus and dispose of a Xerox 430 ST copier?

HISTORY:

This is an older copier that has been repaired multiple times and used by multiple departments. Parts are no longer available according to the copier repairman.

FINANCIAL ANALYSIS:

There is zero value in this copier.

PERFORMANCE ANALYSIS:

There will be no impact on operational performance.

DECISION POINT/RECOMMENDATION:

Staff recommends that the City Council declare this property as surplus with zero value and authorize staff to dispose of the same.

ANNOUNCEMENTS

OTHER COMMITTEE MINUTES
(Requiring Council Action)

March 7, 2010
**GENERAL SERVICES COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Mike Kennedy, Chairperson
Ron Edinger
John Bruning

CITIZENS PRESENT

Terry Cooper, Downtown Association
Tom Hasslinger, CdA Press
Steve Roberge, Waste Management
Keith Lund, Waste Management
Roger Saterfiel, Kootenai County Solid Waste
Steve Wulf, Kootenai County Solid Waste
Joe Shametsky
Eden Irgens
Mike Dodge

STAFF PRESENT

Steve Anthony, Recreation Director
Karen Haskew, Urban Forester
Doug Eastwood, Parks Director
Capt. Steve Childers, Police Department
Sgt. Bill McLeod, Police Department
Troy Tymesen, Finance Director
Juanita Knight, Senior Legal Assistant
Jon Ingalls, Deputy City Administrator
Tim Martin, Street Superintendent
Mike Gridley, City Attorney
Wendy Gabriel, City Administrator

**Item 1. Alley Proposal / Waste Management (WM).
(Information Only)**

Steve Roberge, Waste Management of Idaho - District Manger, is proposing a change to the trash/recycling service from alley service to street service each year on established dates. Justification being 1) three of the last four years, WM has been unable to get trash due to snow and ice, 2) even in light winter, trucks become stuck in alley's, causing dangerous conditions, 3) alley entrance and exits become blocked by snow and ice that have been plowed off the streets, 4) one snowfall can often be enough to force us to exit the alleys, resulting in no notice for affected customers until after WM has discontinued service. Mr. Roberge is requesting the City allow WM to discontinue residential alley service the end of November (date to be determined) after leaf pickup has ended. Then, resume the first Monday in April. This would affect 17 - 18 weeks and approximately 3,500 customers. This request does not include commercial customers because containers cannot be moved to the streets. WM would notify customers by making notations on city bills, newspaper articles, PSA's, and announcements at the City Council meetings. They can also send out phone message through a process called auto dial. Mr. Roberge added that approving this request would substantially decrease the chances of accidents and injuries to customers, the general public and to WM employee's. It will improve customer service by ensuring that trash and recycling materials are picked up without disruption every week.

Troy Tymesen stated that Kootenai County will be looking at this proposal, due to their expertise in trash removal, just to ensure consistency and to make any recommendations.

Councilman Kennedy asked if the trash bins would be on the street all week long. Mr. Roberge stated no. Most folks are really good at bringing them back to their property.

Mr. Roger Saterfiel proposed all year street pick up instead of alley pick up. The committee did not feel that option would be viable.

Mr. Roberge announced that WM will be going back to alley pick up on March 21st.

MOTION: by Edinger, seconded by Bruning, that staff proceed with negotiations and return to the General Services Committee with a formal proposal.

Item 2. “Avenue of the Arts” / Downtown Display and Sale Request.
(Agenda Item)

Steve Anthony, Liaison to the Arts Commission, along with Joe Shametsky and Eden Irgins who are working on the project, as well as Mike Dodge who is working on the bases and foundations. The Arts Commission is recommending that the City pursue an Art on Loan program. Mr. Shametsky went on to explain the program they are proposing. As noted in the staff report, the Arts Commission would provide each artist with \$500.00 to prepare and ship their item to Coeur d’Alene. The art will be on display for one year. The artist will put a price on the art piece; if the item sells the city shall receive 25% as a commission for showing the piece. The city will add temporary pieces of art to its collection for a relatively small price. The city has an opportunity to recover all costs if the piece sells. The Arts Commission shall solicit proposals from artists through out the west and determine which pieces of Art will be on display and their locations. The selection committee will recommend a variety of art pieces and the Arts Commission will make the final determination of what pieces will be displays. Staff is working with legal staff to prepare the application and contract with the individual artist or gallery.

Councilman Kennedy asked if the bases would be reusable. Mr. Dodge responded yes. Kennedy asked who would manage any possible vandalism. Mr. Anthony said it would be a 50 /50. City would carry extra insurance coverage up to \$10,000. If the art piece is worth more than that, the artist would have to insure the piece above \$10,000. Kennedy asked about the \$500 to prepare and ship the art pieces to Coeur d’ Alene. Mr. Shametsky believes that most art pieces will be local and delivered by the artist. However, if shipment is needed, the artist is allowed \$500. Kennedy asked if the art pieces will be city wide or just downtown. Mr. Shametsky said that, at this time, they will be just be downtown. Because the art pieces are for sale they need to be in high traffic/visibility areas. History has shown that art is often sold to a business who will then donate the art back to the city. The art could then be spread around the city.

Councilman Edinger asked how much money does the Arts Commission have and where does it come from?

Three funds total with approximately \$400,000. 1) The Arts Commission fund which is 1% that comes from all City above ground improvements projects, 2) URA districts. 3) .33 which is the maintenance fund which comes from all City above ground improvements projects. Edinger asked about the insurance. Mr. Anthony said the City will purchase a policy for \$300 per piece and that will be paid from the Arts Commission maintenance fund.

Councilman Bruning asked Mr. Shametsky, in his conversations with the other cities, had they experienced much damage to their art pieces. Mr. Shametsky said that Sheridan had only 3 since 2003, the worst being \$1,000 damage.

MOTION: by Edinger, seconded by Bruning, that Council approve the Arts Commission recommendation to pursue an Art on Loan Program and be issued encroachment permits on Sherman and Lakeside Avenues.

Item 3. Fuel Reduction / Cherry Hill.
(Consent Calendar)

Karen Haskew, on behalf of the Urban Forestry committee, is recommending that the City proceed with fuel reduction on 10 acres of Cherry Hill. Mrs. Haskew said the objective of the project would be to reduce the spacing and horizontal continuity of low fuels to keep potential fires from spreading quickly and getting into

tree tops. By keeping fires 'low and slow', they will be more fightable within the response time of the Fire Department. The potential for spread beyond City property is to wooded residential neighborhoods to the south and east, and a few homes as well as natural/wooded properties to the north. The primary problem at Cherry Hill is the abundance and crowding of small trees. The major work, to be done by a contract crew, would be to remove some of the small trees (5" d.b.h. maximum). This would have the added benefit of providing for better health of the trees that remain. The crew would also be removing some brush, low tree branches on larger trees, and dead and down fuels. The small debris will be chipped and kept on site. Larger pieces will be reduced in size and scattered. As on Tubbs Hill, Urban Forestry Committee members and urban forestry staff can pre-identify significant trees or shrubs to be retained. Mrs. Haskew also reported that there are still funds available under the Wildland Urban Interface Fire Mitigation (WUI) 'Supplemental' grant that funded the Tubbs Hill work. There is also a possibility of doing the work under the FireSmart program. Both grant programs are run through the Kootenai County Local Emergency Planning Committee (LEPC) and funded in part by grants from the U.S. Forest Service through the Idaho Department of Lands. The cost of the project is anticipated to be about \$8,000. To utilize these funding sources, the work must be completed by the end of June, 2011.

Both these grant programs require a reasonable effort to maintain the fuel modification for a minimum of 10 years, which will require labor and/or funding to accomplish intermittent maintenance work as needed. The needed maintenance is anticipated to be low because the closed canopy will restrict sunlight and browsing deer will help regulate shrub growth

Councilman Kennedy asked if there are similar issues with the parkland on Canfield. Mrs. Haskew said Open Space Management Plan, which includes Canfield Park will be completed in the near future.

MOTION: by Bruning, seconded by Edinger, that Council approve the Urban Forestry Committee recommendation that the City proceed with fuel reduction of 10 acres on Cherry Hill.

**Item 4. Amended Lease Agreement / Lake Coeur d' Alene Cruises.
(Consent Resolution 11-009)**

Doug Eastwood is requesting authorization to approve the addition of Operational Procedures and changes to sections 16 and 17 of the current lease with Coeur d' Alene Lake Cruises. Mr. Eastwood said the changes address the issue of allowing too many people on the dock at one time and the distribution of those passengers on the dock. During last years cruise season there were two separate occasions where the commercial docks sank due to improper loading and unloading of passengers by CDA Lake Cruises.

MOTION: by Bruning, seconded by Edinger, that Council adopt Resolution No 11-009 approving the addition of Operational Procedures and changes to Sections 16 & 17 of the current lease with Coeur d' Alene Lake Cruises.

**Item 5. Intergovernmental Agreement / A.R.R.E.S.T.
(Consent Resolution 11-009)**

Capt. Steve Childers is requesting Council approve the agreement to permit the Coeur d' Alene Police Department participate in a multi-agency information sharing program with the Alaska Law Enforcement Information Sharing System (ALEISS).

Capt. Childers said that currently, the Coeur d'Alene Police Department is a participating agency in a multi-agency/state information sharing program called A.R.R.E.S.T., or Automated Records Retrieval and Electronic Sharing Technology. As a participating agency we have agreed to share specific

information, housed within our records management system, with other participating agencies. The allowed information is extracted to a common program named CopLink All participating agencies in A.R.R.E.S.T. have signed similar agreements as the one attached to this document. Members of A.R.R.E.S.T have access to CopLink, therefore allowing them access to the shared information on individuals. As you can see by the agreement, there is another similar information sharing program in Alaska. Each separate site is considered a Node. We are currently sharing information with three other Nodes. The purpose of the agreement is to allow information sharing to take place between each Node and will be managed by a Node administrator. Since this is the third such agreement, there is no additional cost for adding the ALEISS CopLink information to the City Police Department's data base.

MOTION: by Edinger, seconded by Bruning, that Council adopt Resolution No. 11-009 approving an agreement with the Alaska Law Enforcement Information Sharing system (ALEISS) to share police information among all the participating agencies.

The meeting adjourned at 1:05 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

STAFF REPORT

DATE: February 22, 2011
TO: General Services Committee
FROM: Steve Anthony, Arts Commission Liaison
SUBJECT: Avenues of Art.

Decision Point:

To recommend to the City Council that the City pursue an Art on Loan program and be granted encroachment permits at the (attached document locations) based on the recommendation of the Coeur d'Alene Arts Commission.

History:

The Arts Commission has been pursuing ideas to have temporary pieces in several locations in the downtown area of the city.

Financial Analysis:

The Arts Commission would provide each artist with \$500.00 to prepare and ship their item to Coeur d'Alene. The art will be on display for one year. The artist will put a price on the art piece; if the item sells the city shall receive 25% as a commission for showing the piece. The city will add temporary pieces of art to its collection for a relatively small price. The city has an opportunity to recover all costs if the piece sells.

Performance Analysis:

The Arts Commission shall solicit proposals from artists throughout the west and determine which pieces of Art will be on display and their locations. The selection committee will recommend a variety of art pieces and the Arts Commission will make the final determination of what pieces will be displayed. We are working with legal staff to prepare the application and contract with the individual artist or gallery.

Decision Point:

To recommend to the City Council the Arts Commission pursue an Art on Loan Program and be issued encroachment permits on Sherman and Lakeside Avenues.



PROJECT SUMMARY

- **Preliminary review and approvals:**
 - City of Coeur d'Alene - Department heads.
 - Downtown Association - Terry Cooper.
 - Gallery Owner - Steve Gibbs.
- **Locations - 14 potential locations identified along Sherman, Lakeside and City Park**
- **Sheridan, WY has sent their list of artists for us to use.**
- **Costs - approximately \$25,000.00 first year costs**
 - Bases - Stone and/or custom - \$1500.00 (See examples on page 3)
 - Artist stipend - \$5000.00 @ \$500.00/ea
 - Brochures - 3500 approximately \$950.00
 - Mailing - Assume 600 for \$264.00
 - Uninstall/packing - Approximately \$2500.00
 - Display Base Plaques - approximately \$300.00 @ \$30.00/ea
 - Insurance - City self insured up to \$10,000.00.
- **Timeline**
 - Mar 4 Contract approved by Legal (**Pending insurance resolution**)
 - Mar 7 Present to General Services (**Completed. Approved.**)
 - Mar 15 Present to City Council
 - Mar 16 Press Release to media (Press story came out prior to GS meeting. See email on this)
 - Mar 18 Mail out Call-to-Artist packets
 - Apr 18 Response from Artists due
 - Apr 21 Selection committee meets
 - Apr 26 Artists / Pieces selected
 - Apr 29 Communication with Artists mailed
 - Jun 6 Art due. Setup on streets week of June 6th, complete by June 10th (bases prepared prior to this)
- **Project Names**
 - Art in the Plaza Sheridan, WY
 - Avenues of Art Gillette, WY
 - SculptureWalk Sioux Falls, SD
 - Art on Loan Santa Fe, NM
 - **ArtCurrents Coeur d'Alene, ID**



PROJECT OVERVIEW

PROJECT DESCRIPTION

Public art can be a change agent for the community. It creates and enhances neighborhood and community identity. It enhances the visual landscape and character of the city. It turns ordinary spaces into community landmarks and promotes community ownership of the city's infrastructure. It promotes community dialogue and, most importantly, it is accessible to everyone.

The Coeur d'Alene "ArtCurrents" art program consists of Sculptures on-loan from artists around the country. Invitations to artists are sent out at the beginning of each year asking for participation. Artists submit applications for placement of their sculptures around the downtown Coeur d'Alene area for a period of one (1) year. Applications include a photograph of the submitted work. The minimum size of artwork must be 36" tall or larger. From the submissions a committee will select a number of pieces to be installed in the downtown area. The one year period will run from the beginning of June through the end of May of the following year.

The artists selected will be paid a stipend of \$500.00. Temporary plaques with details of the art will be included with each installation. The displayed works will also be offered for sale with the City of Coeur d'Alene receiving a 25% commission from the sale. Pieces that are purchased by individuals or businesses and then donated back to the city will be relocated each year to an appropriate permanent location within the city limits.

The selection committee will consider the following guidelines when considering an application:

- Artistic quality
- Compatibility with the site
- Appropriateness to the site
- Materials' suitability and safety
- Media
- Duplication
- Contribution to the City's public art collection
- Public safety
- Environmental impact
- Context
- Diversity
- Feasibility

PROJECT COSTS

Artists are responsible for shipping the art work to Coeur d'Alene. The city will be responsible for installing/uninstalling the art through a cooperative effort between the city and private contractors. Optionally, sponsors may fund the installation of a piece and will be recognized appropriately on the art plaque. The installation costs will be budgeted by the Arts Commission on an annual basis.

Anticipated 2011 Costs - approximately \$25,000.00 first year costs

- Bases - Stone and/or custom - \$1500.00 (see examples below)
- Artist stipend - \$5000.00 @ \$500.00/ea
- Brochures - 3500 approximately \$950.00
- Mailing - Assume 600 for \$264.00
- Uninstall/packing - Approximately \$2500.00
- Display Base Plaques - approximately \$300.00 @ \$30.00/ea
- Insurance - City self insured up to \$10,000.00.





PROJECT TIMELINE

Mar 4	Contracts approved by Legal
Mar 7	Present to General Services (have Call-to-Artist & Contract prepared)
Mar 15	Present to City Council
Mar 16	Press Release to media (if City Council approves)
Mar 18	Mail out Call-to-Artist packets
Apr 8	Response from Artists due
Apr 11	Selection committee meets
Apr 15	Artists / Pieces selected
Apr 18	Communication with Artists mailed
Jun 6	Art due. Setup on streets week of June 6th, complete by June 10th (bases prepared prior to this)

PROJECT BENEFITS

The "ArtCurrents" art program has lasting impact throughout the year rather than just annual one-time events.

Similar programs are currently in place at Sheridan and Gillette, WY, Grand Junction, CO, Sioux Fall, SD and Santa Fe, NM to name a few. Sheridan sends out over 600 invitations each year. They have acquired over \$655,000 in donated sculptures, 42 large, medium and small in a variety of styles and subject matter. Since 2004 Sheridan has had over \$740,000 in sales of art pieces on-loan to the program. Sales commissions are in excess of \$150,000.

Having a diverse selection of art displayed in the downtown area would compliment other events that are held throughout the summer such as the Ford Ironman which gets national coverage and Art on Green which is a huge draw during its three-day run. People coming to these events will see major new works of art and also contribute money to the economy.

The program could be embedded into the McEuen Field project design and allocate additional space for art on-loan sculptures.

For artists represented by local galleries that are selected for the program, the plaque will include the gallery name allowing people to look at additional works by the artist thereby creating floor traffic for the local galleries.

Having the art displayed on the streets of downtown Coeur d'Alene encourages tourists to explore the downtown area and visit local businesses.



Artists are offered an opportunity to contribute to the community by sharing their art with a broader audience. This is particularly important as many of the artists who participate in the program may be mid- or emerging career artists whose work is not widely seen.

PROJECT CONTRACT

The following is tentative, pending legal approval.

The City of Coeur d'Alene Mayor's Arts Commission "Art On The Streets" program places privately held artworks on city owned spaces. Galleries, individuals and artists may offer artworks for loan. This is an agreement between the Coeur d'Alene Mayor's Arts Commission and _____ (artist/gallery) concerning display of work during the 2011-2012 exhibit. This constitutes the entire contract unless an addendum agreement is executed between the parties.

Coeur d'Alene Arts Commission is responsible for securely and effectively installing all works, making emergency repairs when necessary and providing limited insurance, up to \$10,000 per piece. The City Of Coeur d'Alene Mayor's Arts Commission will make a reasonable effort to market works exhibited, and in the event a work is purchased early, the sculptor will have the first chance to replace it for the duration of the exhibit. If purchased during or directly as a result of the exhibit, the sculptor will remit to the City Of Coeur d'Alene Mayor's Arts Commission a 25% commission. Photos of the sculpture may be used for promotional purposes.

The Artist/Gallery certifies that the work is original and available for purchase, and that it is soundly and professionally constructed of durable materials, suitable for outdoor exhibit. All works must be securely attached to a metal base in order for the work to be bolted or welded to an appropriate pedestal or concrete base. Any damage during transportation to and from Coeur d'Alene is the responsibility of the artist.

Sculptor agrees to deliver sculpture for installation to City of Coeur d'Alene, 3800 N. Ramsey Road, Coeur d'Alene, ID 83814 any time after May 15 but prior to noon on Wednesday, June 1, 2011.

Print Name: _____

Signed: _____
by or for the artist(s)

Date: _____

No fragile works will be accepted. We suggest you make a copy of this page for your reference.



Sherman

1st St

Lakeside



Sherman

Lakeside

6th St.

The Coeur d'Alene Arts Commission



LENDER (Person who legally owns the artwork)

First Name _____ Last Name _____ MI _____

Address 1 _____

Address 2 _____

City _____ State _____ Zip _____

Telephone 1 _____ Telephone 2 _____ Fax _____

E-mail _____

ARTWORK INFORMATION

Artist _____ Title _____

Media _____ Dimensions _____

Approximate Weight _____ Value \$ _____

**PLEASE ATTACH COLOR IMAGES OF THE FRONT AND BACK OF THE ARTWORK
(DIGITAL OR PRINTS)**

DESCRIPTION (Attach or write a description of the piece below)

INSTALLATION REQUIREMENTS (Please note any special considerations - moving parts, lighting, etc.)

The City of Coeur d'Alene Mayor's Arts Commission "ArtScape" program places privately held artworks on city owned spaces. Galleries, individuals and artists may offer artworks for loan. This is an agreement between the Coeur d'Alene Mayor's Arts Commission and _____ (artist/gallery) concerning display of work during the 2011-2012 exhibit. This constitutes the entire contract unless an addendum agreement is executed between the parties.

Coeur d'Alene Arts Commission is responsible for securely and effectively installing all works, making emergency repairs when necessary and providing limited insurance, up to \$10,000 per piece. The City Of Coeur d'Alene Mayor's Arts Commission will make a reasonable effort to market works exhibited, and in the event a work is purchased early, the sculptor will have the first chance to replace it for the duration of the exhibit. If purchased during or directly as a result of the exhibit, the sculptor will remit to the City Of Coeur d'Alene Mayor's Arts Commission a 25% commission. Photos of the sculpture may be used for promotional purposes.

The Artist/Gallery certifies that the work is original and available for purchase, and that it is soundly and professionally constructed of durable materials, suitable for outdoor exhibit. All works must be securely attached to a metal base in order for the work to be bolted or welded to an appropriate pedestal or concrete base. Any damage during transportation to and from Coeur d'Alene is the responsibility of the artist.

Sculptor agrees to deliver sculpture for installation to City of Coeur d'Alene, 3800 N. Ramsey Road, Coeur d'Alene, ID 83814 any time after May 15 but prior to noon on Wednesday, June 1, 2011.

Print Name: _____

Signed: _____ by or for the artist(s)

Date: _____

No fragile works will be accepted. We suggest you make a copy of this page for your reference.



LENDER (Person who legally owns the artwork)

First Name _____ Last Name _____ MI _____

Address 1 _____

Address 2 _____

City _____ State _____ Zip _____

Telephone 1 _____ Telephone 2 _____ Fax _____

E-mail _____

LENDERS AGENT (Gallery, etc. This will also be the contact person regarding the submitted art)

First Name _____ Last Name _____ MI _____

Address 1 _____

Address 2 _____

City _____ State _____ Zip _____

Telephone 1 _____ Telephone 2 _____ Fax _____

E-mail _____

ARTWORK INFORMATION

Artist _____ Title _____

Media _____ Dimensions _____

Approximate Weight _____ Value \$ _____

**PLEASE ATTACH COLOR IMAGES OF THE FRONT AND BACK OF THE ARTWORK
(DIGITAL OR PRINTS)**

DESCRIPTION (Attach or write a description of the piece below)

INSTALLATION REQUIREMENTS (Please note any special considerations - moving parts, lighting, etc. Attach additional documents if necessary)

The City of Coeur d'Alene Mayor's Arts Commission "ArtScape" program places privately held artworks on city owned spaces. Galleries, individuals and artists may offer artworks for loan. This is an agreement between the Coeur d'Alene Mayor's Arts Commission and _____ (artist/gallery) concerning display of work during the 2011-2012 exhibit. This constitutes the entire contract unless an addendum agreement is executed between the parties.

Coeur d'Alene Arts Commission is responsible for securely and effectively installing all works, making emergency repairs when necessary and providing limited insurance, up to \$10,000 per piece. The City Of Coeur d'Alene Mayor's Arts Commission will make a reasonable effort to market works exhibited, and in the event a work is purchased early, the sculptor will have the first chance to replace it for the duration of the exhibit. If purchased during or directly as a result of the exhibit, the sculptor will remit to the City Of Coeur d'Alene Mayor's Arts Commission a 25% commission. Photos of the sculpture may be used for promotional purposes.

The Artist/Gallery certifies that the work is original and available for purchase, and that it is soundly and professionally constructed of durable materials, suitable for outdoor exhibit. All works must be securely attached to a metal base in order for the work to be bolted or welded to an appropriate pedestal or concrete base. Any damage during transportation to and from Coeur d'Alene is the responsibility of the artist.

Sculptor agrees to deliver sculpture for installation to City of Coeur d'Alene, 3800 N. Ramsey Road, Coeur d'Alene, ID 83814 any time after May 15 but prior to noon on Wednesday, June 1, 2011.

Print Name: _____

Signed: _____ by or for the artist(s)

Date: _____

No fragile works will be accepted. We suggest you make a copy of this page for your reference.

OTHER BUSINESS

ORDINANCE NO. _____
COUNCIL BILL NO. 10-1023

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REPEALING SECTIONS 17.44.500, 17.44.510, 17.44.540 AND AMENDING SECTIONS 17.02.055, 17.44.010, 17.44.030, 17.44.050, 17.44.060, 17.44.070, 17.44.080, 17.44.090, 17.44.095, 17.44.100, 17.44.195, 17.44.200, 17.44.210, 17.44.225, 17.44.230, 17.44.490, 17.44.520, AND 17.44.530 TO PROVIDE A DEFINITION OF FLOOR AREA, PROVIDE A PURPOSE STATEMENT, REDUCE PARKING REQUIREMENTS FOR RESIDENTIAL, CIVIC, COMMERCIAL, SERVICE, WHOLESALE AND INDUSTRY USES, PROVIDE EXCEPTIONS TO CERTAIN PARKING REQUIREMENTS FOR PUBLIC SCHOOLS, CLARIFY PARKING REQUIREMENTS FOR COMMERCIAL BUSINESS PARKS, PROVIDE FOR A REDUCTION IN REQUIRED PARKING SPACES FOR CERTAIN ACCOMMODATIONS FOR BICYCLES, REDUCE THE SIZE AND AMOUNT OF REQUIRED OFF STREET LOADING BERTHS, REPEAL THE RESTRICTION OF LEASING OFF-STREET PARKING SPACES AND CLARIFY THE APPROVAL PROCESS FOR SHARED USE PARKING; 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 public hearing on the hereinafter provided amendments, and after recommendation by the Planning and Zoning Commission, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; NOW, THEREFORE,

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

SECTION 1. *That Coeur d'Alene Municipal Code Section 17.02.055 is amended to read as follows:*

17.02.055: DEFINITIONS VIII:

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

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

1. One or more persons who are related by blood, marriage, or adoption; or
2. No more than four (4) persons who are unrelated by blood, marriage or adoption living together as a single housekeeping unit; or
3. No more than a total combination of five (5) persons related and unrelated living together as a single housekeeping unit; or

4. A group:

a. Placed in a foster home or childcare facility by an authorized agency;

b. Eight (8) persons or less devoting full time to a religious or ethical discipline, unrelated by blood, marriage, or adoption, any of which are living together as an independent housekeeping unit together with incidental domestic servants and temporary nonpaying guests; or

c. Eight (8) persons or less who are unrelated by blood, marriage, or adoption who are mentally or physically handicapped, or elderly with no more than two (2) residential staff members.

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

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

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

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

GF. "Frontage" means a front lot line; also the length thereof.

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

IH. Frontage, Corner Lot: For "corner lot frontage" see subsection [17.02.080R2](#) of this chapter.

J. "Front wall" means the wall of a building or structure nearest the street which the building fronts, but excluding certain architectural features as cornices, canopies, eaves, or embellishments. (Ord. 3380 §3, 2010)

SECTION 2. *That Coeur d'Alene Municipal Code Section 17.44.010 is amended to read as follows:*

17.44.010: TITLE AND PURPOSE:

The provisions of this chapter shall be known as the *OFF STREET PARKING, LOADING AND DISPLAY LOT REGULATIONS*. The purposes of these regulations are:

- A. ~~To require off street parking and loading;~~
- B. ~~To specify minimum requirements of parking and loading for uses indicated in this chapter;~~
- C. To reduce traffic congestion;
- ~~B~~D. To allow more efficient utilization of on street parking;
- C. To reduce pollution;
- D. To increase public safety;
- E. To minimize the adverse effects of off-street parking and loading on adjacent land uses ~~reduce the use of public streets for loading purposes;~~ and
- F. To allow for commerce; ~~reduce pollution and dust and to increase the safety of display lots by requiring them to meet the standards required in this chapter.~~
- G. To provide for the efficient use of land;
- H. To enhance pedestrian and bicycle movement;
- I. To encourage efficient transportation patterns; and
- J. To provide for basic access by motor vehicle and bicycles.

SECTION 3. *That Coeur d'Alene Municipal Code Section 17.44.030 is amended to read as follows:*

17.44.030: RESIDENTIAL USES:

Unless otherwise allowed by the relevant zoning or overlay district, the following off street parking is required for all residential uses:

<u>Residential Uses</u>	<u>Requirement</u>
A. Detached housing, single-family	2 spaces per dwelling unit
B. Detached housing, group	± <u>.50</u> space per sleeping room
C. Duplex housing	2 spaces per dwelling unit
D. Pocket residential	See section 17.07.1010 of this title
E. Multiple-family housing:	

- | | |
|-------------------------|---|
| 1. Studio units | 1 space per unit and 0.5 visitor space |
| 2. 1 bedroom units | 1.5 spaces per unit and 0.5 visitor space |
| 3. 2 bedroom units | 2 spaces per unit and 1 visitor space |
| 4. 3 bedroom units | 2 spaces per unit and 1 visitor space |
| 5. More than 3 bedrooms | <u>2</u> 0.75 spaces per unit bedroom and 0 visitor spaces |

~~Note: Visitor parking to be evenly distributed throughout the development.~~

F. Mobile homes:

- | | |
|---|--|
| 1. For 8 or fewer units per acre individually sited or in a mobile home subdivision | 2 spaces per dwelling unit |
| 2. Mobile home parks | 1 space per dwelling unit and 1 visitor space per 2 dwelling units |

G. Home occupation daycare facility
 Parking shall be as required for the principal residential use and shall be paved, plus there shall be a specified area or plan for the safe loading and unloading of children

H. Boarding house (greater than 2 rooms)
 Parking shall be .50 ~~1~~ space per rented sleeping room in addition to the basic residential requirement

I. Elderly housing
.50 ~~1~~ space per dwelling unit

SECTION 4. *That Coeur d'Alene Municipal Code Section 17.44.050 is amended to read as follows:*

17.44.050: CIVIC USES:

Unless otherwise allowed by the relevant zoning or overlay district, the following off street parking is required for the specified civic uses:

- | <u>Civic Uses</u> | <u>Requirement</u> |
|---------------------------|---|
| A. Administrative | 1 space for each <u>330</u> 300 square feet of gross floor area |
| B. Community organization | 1 space for each <u>330</u> 300 square feet of gross floor area |

C. Community assembly:

Enclosed spaces:

1. Public meeting halls 1 space for each 330 square feet of floor area ~~4 seats in assembly rooms~~
2. Museum, art galleries, observatories 1 space per 1,000 square feet of ~~gross~~ floor area
3. Libraries 1 space per 330 ~~300~~ square feet of ~~gross~~ floor area

D. Community education:

1. Childcare facility 1 space for each 6 ~~4~~-beds
2. Juvenile offenders facility 1 space for each 6 ~~4~~-beds
3. Daycare facilities, nursery schools Where the number of occupants (children plus employees) is less than 13, 2 off street parking spaces shall be provided. Where the number of occupants is equal to or greater than 13, 1 off street parking space for each 5 persons or fraction thereof shall be provided
4. Elementary schools, junior high schools, intermediate schools: 1, 2, 3, 4
 - a. ~~For permanent buildings~~ 2 spaces for each classroom or teaching station, plus 1 space for every 8 seats in the largest assembly or meeting room

~~Exception: In the case of permanent school building(s), required off street parking must meet the requirements of this code, unless the school enters into an agreement with the city to install the improvements. The agreement shall provide that the improvements will be installed within 5 years of the city council approval of the agreement, and the school shall secure the agreement by a performance bond or other sufficient security acceptable to the city attorney. Such bonding or security shall be for 150 percent of the estimated costs of the improvements as determined by the city engineer.~~

- b. ~~For portable classrooms~~ Off street parking for these portable classrooms will not be required if the criteria are met as follows:
 - (1) ~~The school is a tax supported school accredited by the Idaho department of education~~
 - (2) ~~The school is nonprofit~~

~~(3) Portable classroom facilities shall not be considered an intensification of use as long as the added gross area does not exceed 12 percent of the gross floor area of the permanent school building(s). In addition, 3 classrooms or teaching stations may be added above the 12 percent to an elementary school—~~

~~(4) The portable classrooms or other like facilities substituted or used in lieu of or for the original portable classroom(s) are temporary and "temporary" is defined as remaining at the school for a period of time not in excess of 5 years—~~

5. High schools^{1, 2, 3, 4*}

5 spaces per teaching station; plus 1 space for every 8 seats in largest assembly hall. ~~However, the exceptions of subsection D4b of this section shall apply~~

6. Colleges, universities, and vocational schools^{4*}

As determined by the planning director pursuant to Section 17.44.220 ~~commission in conjunction with a recommendation from the planning director or director's designee~~

Exceptions:

1. Off-street parking for portable classrooms will not be required if: (a) The school is either a tax supported school accredited by the Idaho department of education or is a nonprofit; and (b) the added area in the portable classroom facilities do not exceed 12 percent of the gross area of the permanent school buildings (elementary schools may add an additional 3 classrooms or teaching stations above the 12 percent threshold); and (c) the portable classrooms or other like facilities are temporary (remaining at the school for 5 years or less).

2. Alternative parking arrangements proposed by the specific school, college, etc., may be acceptable as determined by the planning director or director's designee pursuant to section 17.44.220 of this chapter.

3. Existing permanent structures may be expanded without providing additional off-street parking provided the expansion does not exceed one hundred twenty five percent (125%) of the existing floor area.

4. Required off street parking for permanent school buildings must meet the requirements of this code, unless the school enters into an agreement with the city to install the improvements. The agreement shall provide that the improvements will be installed within 5 years of the city council approval of the agreement, and the school shall secure the agreement by a performance bond or other sufficient security acceptable to the city attorney. Such bonding or security shall be for 150 percent of the estimated costs of the improvements as determined by the city engineer. The educational

institution may provide additional temporary unpaved parking spaces in excess of the minimum requirement that are not subject to the mandatory design standards contained in this chapter for up to five (5) years. The temporary parking spaces must be maintained with a dustless surface, approved by the city, capable of preventing tracking of mud or dirt onto public streets.

E. Hospitals/healthcare:

- 1. Outpatient clinics 1 space for each ~~330~~ 250 square feet of gross floor area
- 2. Hospitals 3.25 spaces per bed. Alternative parking arrangements may be acceptable as determined by the planning director pursuant to Section 17.44.220.

F. Nursing/convalescent, rest homes and aged 1 space for every ~~4~~ 2 beds; plus ~~.50~~ 1.5 spaces per dwelling unit when applicable

G. Rehabilitative facilities (greater than 2 persons) 1.75 spaces for every bed

H. Criminal transitional facility (greater than 2 persons) 1 space for each 4 beds

I. Handicapped or minimal care facility (greater than 8) 1 space for every ~~6~~ 4 beds ~~or 1 for each 2 living units, whichever is greater~~

J. Religious assembly 1 space for each ~~10~~ 6 seats ~~in largest worship hall~~

K. Neighborhood recreation None required

L. Public recreation As determined by the planning director pursuant to Section 17.44.220 ~~As determined by the planning commission upon recommendation of the planning director or director's designee~~

M. Essential services None required ~~1 space per building or 1 space per employee on the largest work shift, whichever is greater~~

N. Extensive impact As determined by the planning director pursuant to Section 17.44.220 ~~As required by the city council~~

O. Courthouse 1 space for every 330 square feet of floor area and 1 space for each four (4) seats in the court rooms ~~As determined by the planning commission upon recommendation of the planning director or director's designee~~

SECTION 5. *That Coeur d'Alene Municipal Code Section 17.44.060 is amended to read as follows:*

17.44.060: COMMERCIAL USES:

Unless otherwise allowed by the relevant zoning or overlay district, the following off street parking is required for the specified commercial uses:

<u>Commercial Uses</u>	<u>Requirement</u>
A. Home occupation	See residential requirements
B. Agricultural supply and commodities sales	1 space for every 330 <u>250</u> square feet of gross floor area in retail sales area; plus, 1 space for every 400 square feet of gross floor area in warehouse or storage area
C. Automotive sales	1 space for every 330 <u>250</u> -square feet of gross floor area in retail sales area; plus, 3 spaces per service bay, but not less than 3 per facility
D. Automotive accessory sales	1 space for each 330 <u>250</u> square feet of gross floor area
E. Business retail supply sales	1 space for each 330 <u>250</u> square feet of gross floor area
F. Construction retail sales	1 space for each 330 <u>250</u> square feet of gross floor area in retail sales area plus 1 space for each 400 square feet of gross floor area in warehouse or storage area
G. Convenience sales	1 space for each 330 <u>250</u> square feet of gross floor area, but not less than 4 per facility
H. Department store type retail sales	1 space for each 330 <u>250</u> square feet of gross floor area
I. Farm equipment sales	1 space for each 330 <u>250</u> square feet of gross floor area in retail sales area; plus 3 spaces for each service bay
J. Primary food sales/off site consumption, such as grocery stores	1. 1 space for every 330 <u>250</u> square feet of gross floor area; plus 2 off street waiting or loading spaces where applicable
Primary beverage sales, such as espresso stands	2. 3 off street waiting spaces per drive-up window

- K. Food sales/on site consumption 1 space for every ~~330~~ 400-square feet of ~~gross~~ floor area for facilities under 1,000 square feet or 1 space for every 200 square feet of floor area for facilities over 1,000 square feet; ~~plus 5 off street waiting spaces for each drive-in window~~
- L. Gasoline sales 1 off street ~~waiting~~ space for each pump; ~~plus 2 parking spaces for each service bay~~
- M. Home furnishing retail sales 1 space for every ~~330~~ 250 square feet of ~~gross~~ floor area in sales, display, or office areas up to 2,000 square feet of ~~gross~~ floor area; ~~plus 1 space for every 1,000 square feet of gross floor area in warehouse or storage area over and above the initial 2,000 square feet of gross floor area~~
- N. Specialty retail sales 1 space for each ~~330~~ 250 square feet of ~~gross~~ floor area in sales area; ~~plus 1 space for every 400 square feet in storage area~~
- O. Adult entertainment retail sales area 1 space for each ~~330~~ 250 square feet of ~~gross~~ floor area

SECTION 6. *That Coeur d'Alene Municipal Code Section 17.44.070 is amended to read as follows:*

17.44.070: SERVICE USES:

Unless otherwise allowed by the relevant zoning or overlay district, one space for each two hundred (200) square feet of gross floor area; plus one space for each office shall be required.

<u>Service Activity</u>	<u>Requirement</u>
A. Professional and administrative office (excluding medical and healthcare practitioners)	1 space for each 330 300 square feet of gross -floor area
B. Medical and healthcare practitioners	<u>1 space for each 330 square feet of floor area</u> 1. For offices with less than 1,500 gross square feet, the requirement shall be 1 space for every 250 square feet of gross floor area; plus 2 per doctor's office, but not less than 4 per building 2. For offices with 1,500 gross square feet or more, 3 spaces per patient care room
C. Veterinary office	<u>1 space for each 330 square feet of floor area</u> 3.5 spaces per examining room or treatment room
D. Hotel/motel	1 space for each room or unit; plus as required for

	accessory uses, such as restaurants, meeting halls, etc.
E. Automotive fleet storage	1 space for each employee on the largest work shift, plus 1 space for each <u>fleet</u> vehicle stored
F. Automotive parking	None Required In addition to the parking stalls, which are for lease, 1 space for each employee on the largest work shift. Off street waiting spaces as follows:— Free flow entry: 1 space per entry driveway. Ticket dispense entry: 3 spaces per entry driveway. Attendant parking: 5 percent of parking capacity—
G. Automotive rental	None Required Same as subsection F of this section
H. Automotive repair and cleaning	2 3 spaces for each repair or cleaning bay; plus 5 off street waiting spaces per car wash bay
I. Auto camp/ <u>RV Park</u>	1 space for each trailer/tent or RV space
J. Building maintenance	1 space for every 500 400 square feet of gross floor area, but not less than 3 per building
K. Business support services	<u>1 space for every 500 square feet of floor area</u> Same as subsection J of this section
L. Communication services	1 space for every 600 300 square feet of gross floor area
M. Consumer repair services	1 space for every 500 250 square feet of gross floor area
N. Convenience services	<u>1 space for every 330 square feet of floor area</u> For beauty and barber shops, 1 space for every 250 square feet of gross floor area, but not less than 4 per building. Other convenience services: 1 space for every 300 square feet of gross floor area
O. Banks/financial services	1 space for each 330 200 square feet of gross floor area, plus 5 off street waiting spaces for each drive-in window or teller unit
P. Funeral services	1 space for every 10 4 fixed seats in largest assembly room, or 1 space for every 28 square feet of floor area in largest assembly room where movable chairs are used, whichever is greater. In addition, 1 space for each fleet vehicle stored
Q. General construction	1 space for every 330 250 square feet of gross floor area;

- services ~~but not less than 4 per building. In addition, spaces as required for fleet vehicle storage~~
- R. Group assembly:
1. Bowling alleys ~~2~~ 4-spaces for each alley
 2. ~~Dance halls~~ 1 space for each 100 square feet of gross floor area
 3. Theaters, auditoriums, and stadiums 1 space for each ~~10~~ 4-fixed seats in largest assembly room and/or 1 space for each 28 square feet of gross floor area in largest assembly room where movable seating is used
 - ~~34.~~ All other group assembly 1 space for each ~~200~~ 100 square feet of gross floor area over 1,000 square feet. For drive-in theaters off street waiting spaces shall be provided in the amount of 5 percent of the theater's vehicle capacity
- S. Laundry services 1 space for every ~~330~~ 250 square feet of gross floor area
- T. Personal 1 space for each ~~330~~ 250 square feet of gross floor area
- U. Commercial recreation:
1. ~~Fitness Center Golf course and par 3~~ 1 space for each 400 square feet of floor area ~~As determined by the planning commission, in conjunction with a recommendation from the planning director~~
 2. ~~Skating rink~~ 1 space per 150 square feet of gross floor area
 3. ~~Tennis, racquetball and handball courts~~ 3 spaces per court
 4. ~~Swimming centers~~ 1 space per 75 square feet of surface water area
 5. Marina ~~1~~ 3 spaces for each ~~10~~ 2 boat slips. When boat launching is provided, 10 percent of the total number of required parking spaces must be large enough to accommodate cars with trailers
 - ~~36.~~ For all other commercial recreation 1 space for each 330 square feet of floor area ~~As determined by the planning commission, in conjunction with a recommendation from the planning director~~
- V. Adult entertainment:

- 1. Theater or mini-theater 1 space for each 10 fixed seats ~~Same as theaters, auditoriums and stadiums~~
- 2. Bookstores or arcades 1 space for each 330 ~~250~~ square feet of ~~gross~~ floor area

SECTION 7. *That Coeur d'Alene Municipal Code Section 17.44.080 is amended to read as follows:*

17.44.080: WHOLESALE USES:

Unless otherwise allowed by the relevant zoning or overlay district, the following off street parking is required for the specified wholesale uses:

<u>Wholesale Activities</u>	<u>Requirement</u>
A. Finished goods	1 space per 1,000 square feet of gross floor area in storage or warehouse area, plus 1 space per <u>500</u> 250 square feet of gross floor area of office or sales area
B. Unfinished goods	<u>1 space per 500 square feet of floor area of office or sales area</u> Same as subsection A of this section
C. Storage/warehouse - -	1 space for every 1,000 square feet of gross floor area
D. Ministorage -	No off street parking required; however, driveways between ministorage buildings on the same site and between ministorage buildings and any property line shall be paved and have a minimum width of 24 feet

SECTION 8. *That Coeur d'Alene Municipal Code Section 17.44.090 is amended to read as follows:*

17.44.090: INDUSTRY USES:

Unless otherwise allowed by the relevant zoning or overlay district, the following off street parking is required for the specified industry uses:

<u>Industry Activities</u>	<u>Requirement</u>
A. Custom manufacture	1 space for each <u>1,000</u> 500 square feet of gross floor area
B. Light	1 space for each <u>1,000</u> 500 square feet of gross floor area <u>or 1 for each</u>

- | | |
|---------------------------|---|
| manufacture | <u>2,000 square feet of floor area if more than 50% of the production floor space is occupied automated machinery</u> |
| C. Heavy manufacture | 1 space for every <u>2,000</u> 1,000 square feet of gross floor area |
| D. Extractive manufacture | As determined by the planning commission in conjunction with a recommendation from the planning director or director's designee |

SECTION 9. *That Coeur d'Alene Municipal Code Section 17.44.095 is amended to read as follows:*

17.44.095: REQUIRED PARKING SPACES:

Parking spaces for commercial business park district shall be as follows:

- A. For principal uses in subsections [17.07.610A](#), D, and E of this title, and for all accessory uses, parking spaces will be provided as required by as set forth in this chapter for the particular use.
- B. For principal uses in subsections [17.07.610B](#) and C of this title: one space for each four hundred (400) square feet of gross floor area on the main and upper floors; and one space for each six hundred (600) square feet of gross floor area in the basement.
- C. For specially permitted uses, parking spaces will be provided as required by as set forth in this chapter for the particular use; or in the amount as established in conjunction with the special use permit.

SECTION 10. *That Coeur d'Alene Municipal Code Section 17.44.100 is amended to read as follows:*

17.44.100: BICYCLE PARKING SPACE:

Where off street parking is required by this chapter, one bike rack capable of accommodating at least two (2) bikes is required for the first ten (10) required parking stalls. Additional bike racks will be installed on a ratio accommodating one bike for each additional ten (10) parking stalls. The required bike racks must be located on the same lot as, and within a reasonable distance of, the principal use or structure. The bike racks must be placed in a location that will not interfere with pedestrian or vehicular traffic and the area where the rack is placed must meet the paving requirement contained in section [17.44.310](#) of this chapter. A reduction in the total number of off-street parking spaces may be available for providing special accommodations for bicyclists as provided in Section 17.44.200.

SECTION 11. *That Coeur d'Alene Municipal Code Section 17.44.195 is amended to read as follows:*

17.44.195: RESTRICTION OF USE:

- A. The required off street parking spaces and driveways shall not be used for any purpose which would, at any time, preclude the use of the area for the temporary storage of motor vehicles.
- ~~B. No owner shall lease, rent or otherwise make unavailable to residents the off street parking spaces required by these regulations.~~
- ~~C.~~ No residential lot or portion of a residential lot shall be used for parking or storing of more than one commercial motor vehicle and said vehicle may not exceed a one ton capacity.
- ~~C~~D. No area may be used and counted both as a required parking space and a required loading berth.

SECTION 12. *That Coeur d'Alene Municipal Code Section 17.44.200 is amended to read as follows:*

17.44.200: CALCULATION RULES:

The required number of off street parking spaces is subject to the following calculation rules:

- A. Fractional Spaces: Whenever the computation of the number of off street parking spaces results in a fractional parking space, one additional parking space shall be required for one-half ($1/2$) or more fractional parking space, and any fractional space less than one-half ($1/2$) shall not be counted.
- B. Number Of Employees: When the parking requirement is based on the number of employees, the number of spaces shall be based on the number of employees typically engaged in the specified activity during the largest shift of the peak season.
- C. Number Of Doctors: When the parking requirement is based on the number of doctors, the number of spaces shall be based on the number of such doctors typically engaged in the activity during the peak daily period.
- D. Number Of Seats: When the parking requirement is based on number of seats, each twenty (20) lineal inches of seating or seven (7) square feet of floor area where no fixed seating is provided shall be counted as one seat.
- E. The planning director may authorize a 15% reduction in the number of required off-street parking spaces for developments or uses that make special provision to accommodate bicyclists. Examples of accommodations include enclosed bicycle lockers, employee shower facilities and dressing areas for employees. A reduction in parking may not be granted merely for providing outdoor bicycle parking spaces.

SECTION 13. *That Coeur d'Alene Municipal Code Section 17.44.210 is amended to read as follows:*

17.44.210: EXCEEDING MINIMUMS:

The requirements prescribed in this chapter are minimums. Parking and loading spaces and dimensions thereof in excess of these minimums are permitted. Parking provided in excess of these minimums shall be subject to the design standards contained herein provided however that certain educational uses may provide temporary parking spaces in excess of the minimum that are not subject to the mandatory design standards contained in this chapter as provided in Section 17.44.050.

SECTION 14. *That Coeur d'Alene Municipal Code Section 17.44.225 is amended to read as follows:*

17.44.225: SHARED USE PARKING:

A. The planning department may, upon written request application by the owner or lessee of any property, authorize the shared use of parking facilities ~~by the uses or activities listed in table A of this section, and~~ under the conditions specified herein:

1. Up to fifty percent (50%) of the parking facilities required by this section for a use considered to be primarily a daytime use as shown in the examples set forth in table A of this section may be provided by the parking facilities of a use considered to be primarily a nighttime use or vice versa, provided, that the shared parking area shall be subject to the conditions set forth in subsections A4 through A6 of this section.
2. Up to one hundred percent (100%) of the Sunday and/or nighttime parking facilities required by this section for a church or auditorium incidental to a public or parochial school may be supplied by parking facilities required for the school use, provided, that the shared parking area shall be subject to the conditions set forth in subsections A4 through A6 of this section.
3. The distances between the required off street parking spaces and the use it serves shall be as set forth in section [17.44.250](#) of this chapter.
4. The applicant shall demonstrate to the satisfaction of the planning director or director's designee that there is no substantial conflict in the principal operating hours of the buildings or uses for which the shared use of the parking facility is proposed.
5. Parties jointly using off street parking facilities, as provided for herein, shall execute a legal easement regarding their shared use agreement. The agreement shall run with the land and not be terminable without authorization being given by the city council, based upon changed conditions.
6. Changes of use require reevaluation of shared use parking. Any subsequent change in land uses within a mixed use development will require proof that sufficient parking will be available.

B. For the purposes of this chapter, the following table provides examples of shared use parking that will be permitted between the uses or activities listed below as having primarily daytime or evening hours of operation:

TABLE A	
<u>Uses With Daytime Hours</u>	<u>Uses With Evening Hours</u>
Banks	Auditoriums
Business offices	Bars
Churches	Bowling alleys
Grade schools/high schools and daycare centers	Dance halls
Manufacture/wholesale (with limited hours)	Hotels/motels
Medical clinics	Meeting halls
Professional offices	Nightclubs
Retail stores (with limited hours)	Restaurants
Service stores	Theaters

SECTION 15. *That Coeur d'Alene Municipal Code Section 17.44.230 is amended to read as follows:*

17.44.230: OFF STREET PARKING, LOADING BERTH, AND DISPLAY LOT DESIGN STANDARDS:

Except as provided in Section 17.44.050, off-Off street parking spaces, loading berths, and display lots shall be subject to the design standards specified in this chapter and to the off street parking design standards of the planning department.

SECTION 16. *That Coeur d'Alene Municipal Code Section 17.44.490 is amended to read as follows:*

17.44.490: SIZES OF OFF STREET LOADING BERTHS:

- A. For ~~residential, civic,~~ commercial, and wholesale/industrial uses, each required off street loading berth shall not be less than ten feet (10') in width, thirty five feet (35') in length, and fourteen feet (14') in height, except that the height requirement may be waived upon receipt of evidence that such height is not necessary.
- B. For service uses, each required off street loading berth shall not be less than nine ~~ten~~ feet (9'~~10'~~) in width, and twenty feet (20') in length. All loading berths for service uses shall be located within thirty feet (30') of an entrance to the building, and shall be marked.

SECTION 17. *That Coeur d'Alene Municipal Code Section 17.44.500 is hereby repealed.*

SECTION 18. *That Coeur d'Alene Municipal Code Section 17.44.510 is hereby repealed.*

SECTION 19. *That Coeur d'Alene Municipal Code Section 17.44.520 is amended to read as follows:*

17.44.520: COMMERCIAL USES:

- A. ~~For up to five thousand (5,000) square feet of gross floor area, no spaces required.~~
- B. ~~For five thousand (5,000) to ten thousand (10,000) square feet, one space required.~~
- C. For ten thousand (10,000) to twenty thousand (20,000) square feet, one two (12) spaces required.
- B.D. For twenty thousand (20,000) to forty thousand (40,000) square feet, two three (23) spaces are required plus one space for each additional forty thousand (40,000) square feet.

SECTION 20. *That Coeur d'Alene Municipal Code Section 17.44.530 is amended to read as follows:*

17.44.530: SERVICE USES:

- A. ~~For up to five thousand (5,000) square feet of gross floor area, no spaces required.~~
- B. ~~From five thousand (5,000) to twenty thousand (20,000) square feet, one space required.~~
- C. For service uses over ~~From~~ twenty thousand (20,000) ~~to eighty thousand (80,000) square feet, one two (12) spaces is required plus one space for each additional eighty thousand (80,000) square feet.~~

SECTION 21. *That Coeur d'Alene Municipal Code Section 17.44.540 is hereby repealed.*

SECTION 22. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 23. 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 24. 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 25. 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 15th day of March, 2011.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
O-3-10 Amending Off Street Parking Regulations

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REPEALING SECTIONS 17.44.500, 17.44.510, 17.44.540 AND AMENDING SECTIONS 17.02.055, 17.44.010, 17.44.030, 17.44.050, 17.44.060, 17.44.070, 17.44.080, 17.44.090, 17.44.095, 17.44.100, 17.44.195, 17.44.200, 17.44.210, 17.44.225, 17.44.230, 17.44.490, 17.44.520, AND 17.44.530 TO PROVIDE A DEFINITION OF FLOOR AREA, PROVIDE A PURPOSE STATEMENT, REDUCE PARKING REQUIREMENTS FOR RESIDENTIAL, CIVIC, COMMERCIAL, SERVICE, WHOLESALE AND INDUSTRY USES, PROVIDE EXCEPTIONS TO CERTAIN PARKING REQUIREMENTS FOR PUBLIC SCHOOLS, CLARIFY PARKING REQUIREMENTS FOR COMMERCIAL BUSINESS PARKS, PROVIDE FOR A REDUCTION IN REQUIRED PARKING SPACES FOR CERTAIN ACCOMMODATIONS FOR BICYCLES, REDUCE THE SIZE AND AMOUNT OF REQUIRED OFF STREET LOADING BERTHS, REPEAL THE RESTRICTION OF LEASING OFF-STREET PARKING SPACES AND CLARIFY THE APPROVAL PROCESS FOR SHARED USE PARKING; 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. _____, O-3-10 Amending Off Street Parking Regulations, 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 15th day of March, 2011.

Warren J. Wilson, Chief Deputy City Attorney

PUBLIC HEARINGS

**CITY COUNCIL
STAFF REPORT**

FROM: SEAN E. HOLM, PLANNER
DATE: MARCH 15, 2011
SUBJECT: A-1-11 – ZONING IN CONJUNCTION WITH ANNEXATION FROM COUNTY
AG-SUBURBAN TO CITY C-17
LOCATION: +/- 46,667 SQ. FT. PARCEL NEAR THE INTERSECTION OF 15TH STREET & BEST
AVE

DECISION POINT:

Cindy Espe, Advanced Technology Surveying, is requesting approval of Zoning in Conjunction with Annexation from County AG-Suburban to City C-17 (Commercial at 17 units/acre) for a 46,667+/- sq. ft. parcel.

GENERAL INFORMATION:

A. Site photo:



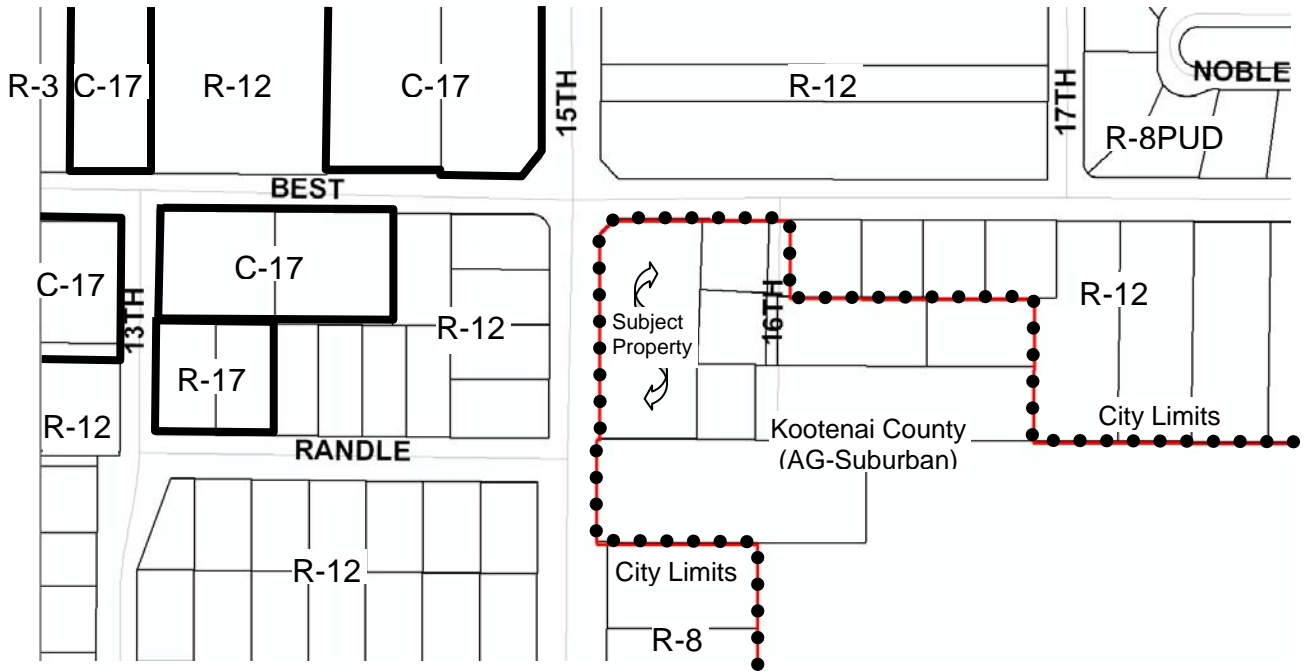
B. Subject property:



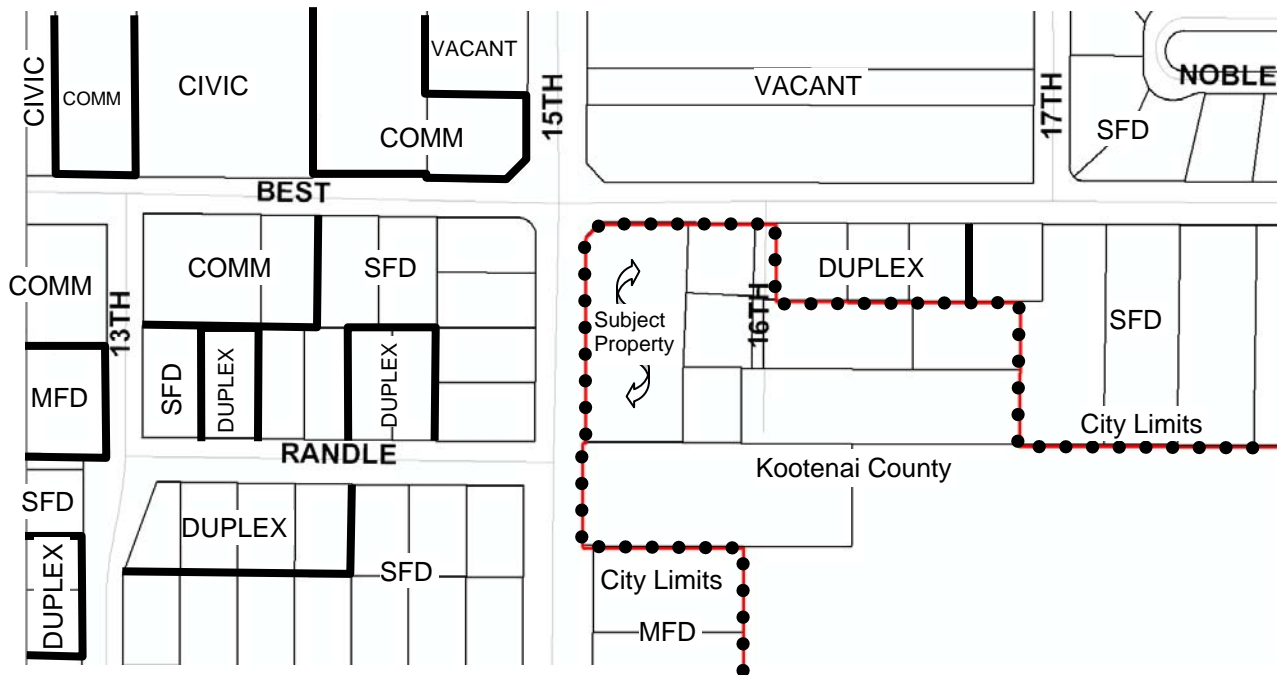
C. Looking Northeast from 15th Street:



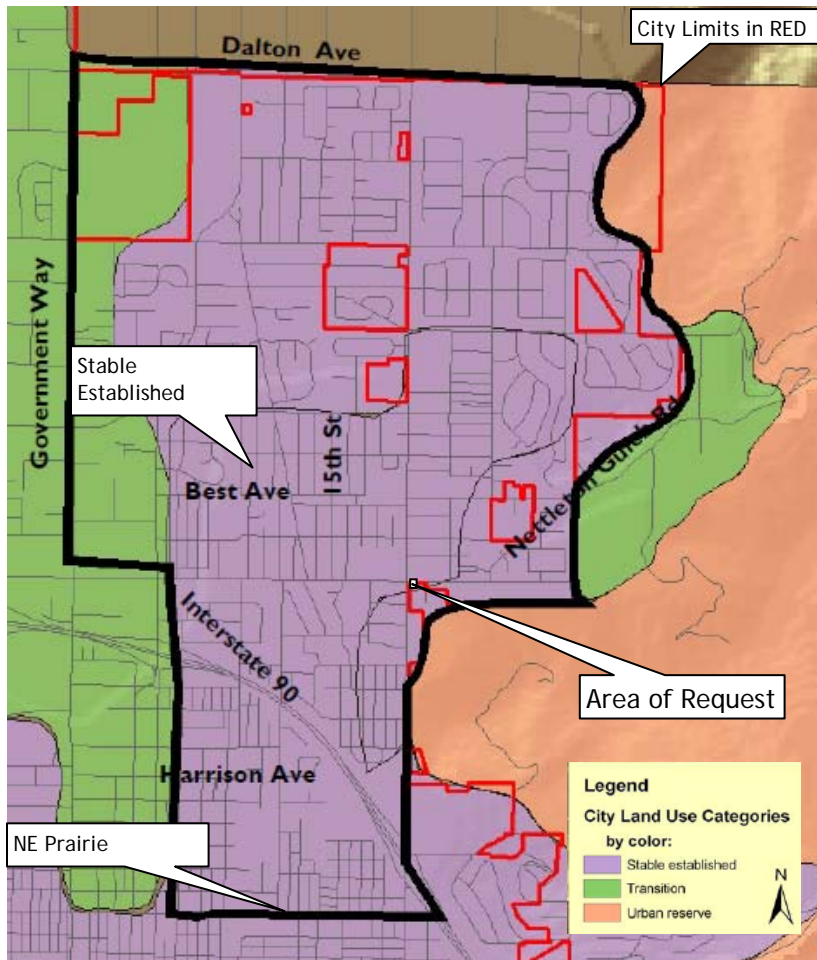
D. Zoning:



E. Generalized land use:



F. 2007 Comprehensive Plan - Stable Established – NE Prairie:



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.

G. Applicant/ Owner : Cindy Espe, Advanced Technology Surveying/
Jay Plechner, Owner
245 Whites Creek Rd
Orofino, ID 83544

H. The subject property is vacant land.

I. Land uses in the area include: A Planned Unit Development (PUD), residential single-family, multi-family, civic, commercial, and vacant land.

J. The Planning Commission Denied without Prejudice this request on February 8, 2011.

PERFORMANCE ANALYSIS:

A. Zoning:

The C-17 district is intended as a broad spectrum commercial district that permits limited service, wholesale/retail and heavy commercial in addition to allowing residential development at a density of seventeen (17) units per gross acre.

Permitted uses:

- | | |
|---|---|
| 1. Administrative offices. | 30. Finished goods wholesale. |
| 2. Agricultural supplies and commodity sales. | 31. Food and beverage stores, on/off site consumption. |
| 3. Automobile and accessory sales. | 32. Funeral service. |
| 4. Automobile parking when serving an adjacent business or apartment. | 33. General construction service. |
| 5. Automobile renting. | 34. Group assembly. |
| 6. Automobile repair and cleaning. | 35. Group dwelling - detached housing. |
| 7. Automotive fleet storage. | 36. Handicapped or minimal care facility. |
| 8. Automotive parking. | 37. Home furnishing retail sales. |
| 9. Banks and financial institutions. | 38. Home occupations. |
| 10. Boarding house. | 39. Hospitals/healthcare. |
| 11. Building maintenance service. | 40. Hotel/motel. |
| 12. Business supply retail sales. | 41. Juvenile offenders facility. |
| 13. Business support service. | 42. Laundry service. |
| 14. Childcare facility. | 43. Ministorage facilities. |
| 15. Commercial film production. | 44. Multiple-family housing (as specified by the R-17 district). |
| 16. Commercial kennel. | 45. Neighborhood recreation. |
| 17. Commercial recreation. | 46. Noncommercial kennel. |
| 18. Communication service. | 47. Nursing/convalescent/rest homes for the aged. |
| 19. Community assembly. | 48. Personal service establishments. |
| 20. Community education. | 49. Pocket residential development (as specified by the R-17 district). |
| 21. Community organization. | 50. Professional offices. |
| 22. Construction retail sales. | 51. Public recreation. |
| 23. Consumer repair service. | 52. Rehabilitative facility. |
| 24. Convenience sales. | 53. Religious assembly. |
| 25. Convenience service. | 54. Retail gasoline sales. |
| 26. Department stores. | 55. Single-family detached housing (as specified by the R-8 district). |
| 27. Duplex housing (as specified by the R-12 district). | 56. Specialty retail sales. |
| 28. Essential service. | 57. Veterinary office |
| 29. Farm equipment sales. | |

Uses allowed by special use permit:

1. Adult entertainment sales and service.
2. Auto camp.
3. Criminal transitional facility.
4. Custom manufacturing.
5. Extensive impact.
6. Residential density of the R-34 district as specified.
7. Underground bulk liquid fuel storage - wholesale.
8. Veterinary hospital.
9. Warehouse/storage.
10. Wireless communication facility.

The zoning pattern (see zoning map on page 3) shows C-17, R-12, R-17, R-8 and R-8PUD zoning in the area surrounding the subject property.

Evaluation: *The City Council, based on the information before them, must determine if the C-17 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 – NE Prairie, as follows:

NE Prairie Today:

This area is composed of a variety of zoning districts with a majority of residential density at three to eight units per acre (3-8:1). Lower density development becomes more prominent moving north. The NE Prairie provides a range of housing choices that includes a number of large recreation areas and small pocket parks. Canfield Mountain and Best Hill act as the backdrop for this portion of the prairie. Much of the lower lying, less inhibitive areas have been developed. Pockets of development and an occasional undeveloped lot remain.

NE Prairie Tomorrow:

It is typically a stable established housing area with a mix of zoning districts. The majority of this area has been developed. Special care should be given to the areas that remain such as the Nettleton Gulch area, protecting the beauty and value of the hillside and wetlands.

The characteristics of NE Prairie 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.

- Commercial uses are concentrated in existing commercial areas along arterials with neighborhood service nodes where appropriate.
- Natural vegetation is encouraged and should be protected in these areas.
- Pedestrian connections and street trees are encouraged in both existing neighborhoods and developing areas.
- Clustering of smaller lots to preserve large connected open space areas as well as views and vistas are encouraged.
- Incentives will be provided to encourage clustering.

Significant policies:

➤ **Objective 1.12 - Community Design:**

Support the enhancement of existing urbanized areas and discourage sprawl.

➤ **Objective 1.14 - Efficiency:**

Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

➤ **Objective 2.01 - Business Image & Diversity:**

Welcome and support a diverse mix of quality professional, trade, business, and service industries, while protecting existing uses of these types from encroachment by incompatible land uses.

➤ **Objective 3.01 - Managed Growth:**

Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population

➤ **Objective 3.05 - Neighborhoods:**

Protect and preserve existing neighborhoods from incompatible land uses and developments.

➤ **Objective 3.16 - Capital Improvements:**

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

➤ **Objective 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).

Evaluation: *The Planning Commission 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: Public sewer is available and of adequate size to support this application.

Evaluation: *Public sewer is available but our records indicate no service (lateral) connection was previously arranged for this property within either Best Avenue or 15th Avenue. The applicant will have to provide this connection for this property at no charge to the city and it must be built to city standards. Additionally, the applicant must choose which public line they will wish to tap as only one connection is allowed per parcel. This will require some street closure either to Best or 15th to accomplish this task.*

-Comments submitted by Don Keil, Assistant Wastewater Superintendent

WATER: Water service is available to the subject parcel. Fire and domestic flows are more than adequate for this property.

Evaluation: *There are 12" mains bordering the west and north sides of the property at 15th and Best. The developer will need to install adequate services to support internal development and any additional fire hydrants required by the Fire Dept.*

- Comments submitted by Terry Pickel, Assistant Wastewater Superintendent

TRAFFIC: Due to the requested commercial zoning and the wide range of options available for development in that zone designation, calculating approximate vehicle trips without a defined use is not possible

Evaluation: *Because traffic loading cannot be determined without a defined use, traffic impact developments will be analyzed at the time of building permit submittal and development. Improvements that may be required to accommodate increased traffic volumes (ie: additional vehicle lanes, or, traffic signal modification) will be conditioned on any building permit at the time of development.*

- Submitted by Chris Bates, Engineering Project Manager

STREETS: The proposed area of annexation is bordered by 15th Street on the west and Best Avenue on the north. Information submitted by the applicant indicates that there is sufficient right-of-way (R.O.W.) to widen the adjoining roadway to the west (15th St.) if necessary. Best Avenue to the north is a developed street section that services the residential areas to the east, and it is not anticipated that the street section will be altered.

Evaluation: *Surface improvements will be addressed at the time of building permit submittal on the subject property. If additional right-of-way (R.O.W.) is necessary, that would be made a condition of any annexation agreement for the subject property.*

- Submitted by Chris Bates, Engineering Project Manager

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.

- Submitted by Chris Bates, Engineering Project Manager

FIRE: The Fire Department will address water supply, hydrants, and Fire Department access when site plans are submitted for a building permit.

-Submitted by Brian Halvorson, Fire Inspector

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 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 subject property is located at the southeast intersection of Best Ave. & 15th Street. Uses in this area include a convenience store/gas station (Commercial), Single family/Duplex homes (Residential), Sunset Field (Civic), as well as vacant property.

Evaluation: *The requested C-17 zoning would be compatible with the existing uses and character of the 15th Street & Best Avenue area.*

F. **Items recommended for an Annexation Agreement:**

Conditions are not placed on annexations, but are negotiated as part of any annexation agreement for the subject property.

G. **Ordinances and Standards Used In Evaluation:**

- 2007 Comprehensive Plan.
- Municipal Code.
- Idaho Code.
- Wastewater Treatment Facility Plan.
- Water and Sewer Service Policies.
- Urban Forestry Standards.
- Transportation and Traffic Engineering Handbook, I.T.E.
- Manual on Uniform Traffic Control Devices.

ACTION ALTERNATIVES:

The applicant has requested that the property, if annexed, be zoned C-17, which is the City's general commercial zone and provides for the widest array of possible uses. However, when the Planning and Zoning Commission considered this matter on February 8th, 2011, they recommended that the property, if annexed, be zoned either Neighborhood Commercial (NC) or Community Commercial (CC), because, in the opinion of the Commission, those zones were more compatible with the existing surrounding uses. If the City Council elects to annex the property, the Council should consider the recommendation of the Commission and establish a zone for the property based on the Comprehensive Plan and the Council's evaluation of the information presented to them. The Council will need to make appropriate findings in support of its zoning decision. The findings worksheet is attached.

Staff recommends the City Council take the following action(s):

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

1. If the Council denies 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.
2. If the Council approves this annexation request, a new set of findings must be made.

JUSTIFICATION

Please use this space to state the reason(s) for the requested annexation and include comments on the 2007 Comprehensive Plan Category, Neighborhood Area, and applicable Special Areas and appropriate goals and policies and how they support your request.

PROJECT DESCRIPTION

Jay Plechner is requesting annexation of approximately .9250 acres of property located adjacent to the City of Coeur d'Alene. The subject is located within the current Area of City Impact, and is located in Section 07, Township 50 North, Range 03 West.

The annexation request consists of one parcel #50N03W-07-3105. The project proponent is requesting a zoning classification of commercial. This annexation request is in accordance with the goals and policies of the City of Coeur d'Alene Comprehensive Plan. The parcel proposed to be annexed is located on the corner of 15th and Best with commercial businesses currently located in the intersection.

Annexation of the subject property will allow the City of Coeur d'Alene to influence the decisions regarding potential uses and possible development in accordance with the City's vision as well as the goals and policies of the Comprehensive Plan. The potential opportunities of the subject property are a tremendous asset for the City. The economic benefits could be extensive, including the increased tax base due to the proposed commercial land.

NE PRAIRIE NEIGHBORHOOD

We believe this request fits in with the description of this neighborhood. The characteristics of NE Prairie neighborhoods as listed in the Comprehensive Plan are exactly what we would like to see. Having this property as commercial will fall into the comprehensive plan for this area.

COMPREHENSIVE PLAN AND POTENTIAL USES

Goal #1: Natural Environment-Developing this parcel will certainly enhance the beauty of Coeur d'Alene which supports Goal #1.

Goal #2: Economic Environment-Developing this parcel as a commercial lot will add to the economic future of Coeur d'Alene supporting Goal #2.

Goal #3: Home Environment-Developing this parcel into a commercial business will allow us to meet objective 3.06 in Goal #3.

Goal #4: Administrative Environment-We can meet objective 4.01 by creating new businesses and creating new jobs for the citizens of Coeur d'Alene.

1. Applicant: Cindy Espe
Location: S.E. corner of 15th and Best Avenue
Request: A proposed 1.07-acre annexation from County AG (Agricultural Suburban) to City C-17 (Commercial at 17 units/acre) zoning district. QUASI-JUDICIAL (A-1-11)

Planner Holms presented the staff report, gave the mailing tally as 0 in favor, 1 opposed, and 2 neutral and answered questions from the Commission.

Commissioner Bowlby questioned if the two new zoning districts, Neighborhood and Community Commercial, were discussed with the applicant, and feels one of these would be a better fit for this neighborhood.

Planner Holm commented that Neighborhood and Commercial zoning districts were not discussed at the time the applicant submitted their application.

Commissioner Luttrupp inquired if staff could tell him how far the nearest commercial business is on 15th and concurs that C-17 is not a good fit for the neighborhood.

Public comments open.

Cindy Espe, applicant representative, 4017 Deerfield, explained the applicant chose C-17 because there is a commercial business located across the street from this property. She added that the applicant intends to develop the property, and feels by choosing C-17 would give the applicant more options when developing the property. She added if there are other choices available, they would be open to discuss those options with staff.

Commissioner Jordan commented that if you are undecided, you have the option to withdraw your application.

Assistant Deputy Attorney Wilson explained that the request heard is based on the applicant requesting C-17 zoning and that the commission must make their decision based on the testimony presented tonight.

Commissioner Soumas inquired if staff knew what is allowed in the County Agricultural Suburban zoning district.

Planner Holm answered that he is not aware of what is allowed in the County Agricultural Suburban district and referred the question to the applicant.

Ms. Espe answered that after discussing the project with the County, they found out their choices were limited, compared to the City C-17.

Steve Listman, 2511 N. 16th Street, commented he is opposed to this request based on concerns with additional traffic and garbage.

Public comments closed.

DISCUSSION:

Commissioner Luttrupp feels that C-17 is inappropriate for this property because this property is surrounded by residential homes with limited commercial property in this area.

Commissioner Bowlby explained that as a planner advised not to do “spot zoning” and feels that Neighborhood commercial or Community commercial zoning districts would be a better choice for this area.

Motion by Soumas, seconded by Bowlby, to deny without prejudice Item A-1-11. Motion to deny without prejudice approved.

ROLL CALL:

Commissioner Bowlby	Voted	Aye
Commissioner Evans	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Luttrupp	Voted	Aye
Commissioner Soumas	Voted	Aye

Motion to deny without prejudice carried by a 5 to 0 vote.

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

A. INTRODUCTION

This matter having come before the Planning Commission on February 8, 2011, and there being present a person requesting approval of ITEM A-1-11, a request for Zoning Prior to Annexation from County AG-Suburban to City C-17 (Commercial at 17 units/acre)

LOCATION: +/- 46,667 SQ. FT. PARCEL NEAR THE INTERSECTION OF 15th STREET & BEST AVE

APPLICANT: CINDY ESPE

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

- B1. That the existing land uses are a Planned Unit Development (PUD), residential single-family, multi-family, civic, commercial, and vacant land.
- B2. That the Comprehensive Plan Map designation is Stable Established.
- B3. That the zoning is County Ag Suburban.
- B4. That the notice of public hearing was published on January 22, 2011, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That 57 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on January 21, 2011, and 3 responses were received: 1 in favor, 0 opposed, and 2 neutral.
- B7. That public testimony was heard on February 8, 2011.
- B8. That this proposal is not in conformance with the Comprehensive Plan policies as follows:

The zoning does not suit the area based on the 2007 Comprehensive Plan designation of Stable Established, is not compatible with the current community design for the neighborhood, and is not the best use of capital improvements.
- B9. That public facilities and utilities are available for the proposed use.
- B10. That the physical characteristics of the site do make it suitable for the request.
- B11. That the proposal would adversely affect the surrounding neighborhood.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of CINDY ESPE for zoning prior to annexation, as described in the application should be denied without prejudice.

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

ROLL CALL:

Commissioner Bowlby	Voted Yes
Commissioner Evans	Voted Yes
Commissioner Luttrupp	Voted Yes
Commissioner Messina	Voted Yes
Commissioner Soumas	Voted Yes

Motion to deny without prejudice carried by a 5 to 0 vote.



CHAIRMAN BRAD JORDAN

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

A. INTRODUCTION

This matter having come before the City Council on, March 15, 2011, and there being present a person requesting approval of ITEM A-1-11, a request for Zoning in Conjunction with Annexation from County AG-Suburban to City C-17 (Commercial at 17 units/acre)

LOCATION: +/- 46,667 SQ. FT. PARCEL NEAR THE INTERSECTION OF 15th STREET & BEST AVE

APPLICANT: CINDY ESPE

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

(The City Council may adopt Items B1-through7.)

- B1. That the existing land uses are a Planned Unit Development (PUD), residential single-family, multi-family, civic, commercial, and vacant land.
- B2. That the Comprehensive Plan Map designation is Stable Established.
- B3. That the zoning is County Ag Suburban.
- B4. That the notice of public hearing was published on February 19, 2011, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That 57 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on February 25, 2011, and _____ responses were received: ____ in favor, ____ opposed, and ____ neutral.
- B7. That public testimony was heard on March 15, 2011.
- B8. That this proposal **(is) (is not)** in conformance with the Comprehensive Plan policies as follows:

B9. That public facilities and utilities **(are) (are not)** available and adequate for the proposed use.
This is based on

Criteria to consider for B9:

1. Can water be provided or extended to serve the property?
2. Can sewer service be provided or extended to serve the property?
3. Does the existing street system provide adequate access to the property?
4. Is police and fire service available to the property?

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

Criteria to consider for B10:

1. Topography.
2. Streams.
3. Wetlands.
4. Rock outcroppings, etc.
5. vegetative cover.

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

Criteria to consider for B11:

1. Traffic congestion.
2. Is the proposed zoning compatible with the surrounding area in terms of density, types of uses allowed or building types allowed?
3. Existing land use pattern i.e. residential, commercial, residential w churches & schools etc.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of for CINDY ESPE for zoning in conjunction to annexation, as described in the application should be **(approved) (denied) (denied without prejudice)**.

Suggested provisions for inclusion in an Annexation Agreement are as follows:

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

ROLL CALL:

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

Mayor Bloem Voted _____ (tie breaker)

Council Member(s) _____ were absent.

Motion to _____ carried by a ____ to ____ vote.

MAYOR SANDI BLOEM

**CITY COUNCIL
STAFF REPORT**

FROM: TAMI A. STROUD, PLANNER
DATE: MARCH 15, 2011
SUBJECT: ZC-1-11 – ZONE CHANGE FROM R-12 TO R-17
LOCATION – +/-1.15 -ACRE PARCEL LOCATED AT 102 AND 106
HOMESTEAD AVENUE.

DECISION POINT:

The City of Coeur d’Alene is requesting a zone change from R-12 (Residential at 12 units/acre) to R-17 (Residential at 17 units/acre).

SITE PHOTOS:

A. Aerial photo:

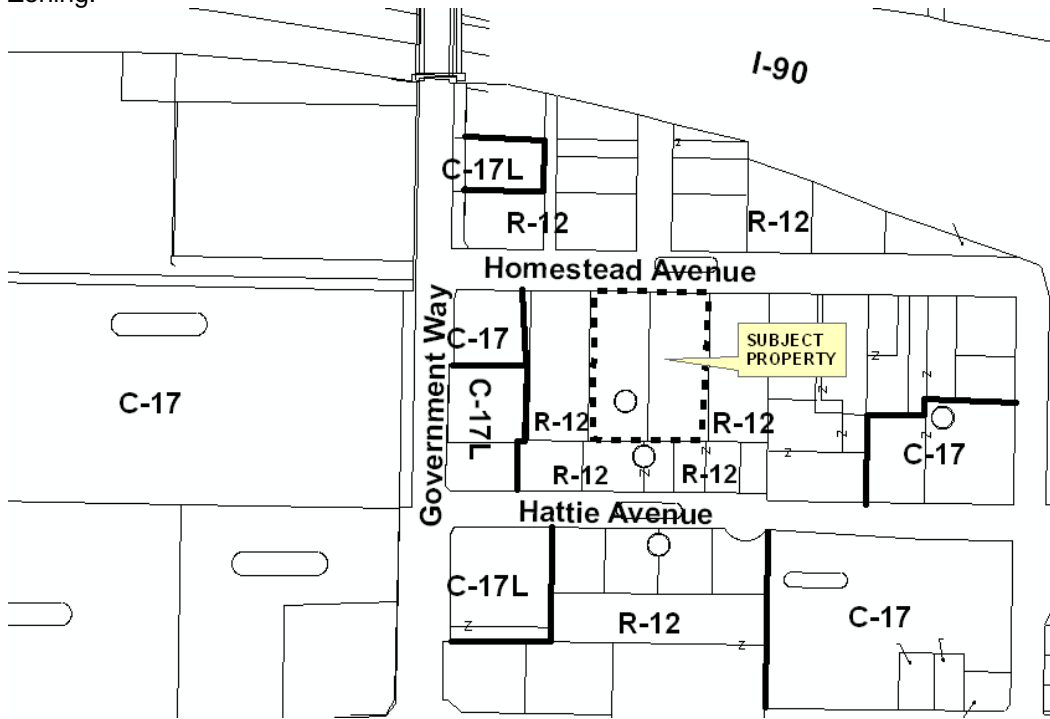


B. Subject property from Homestead looking south.

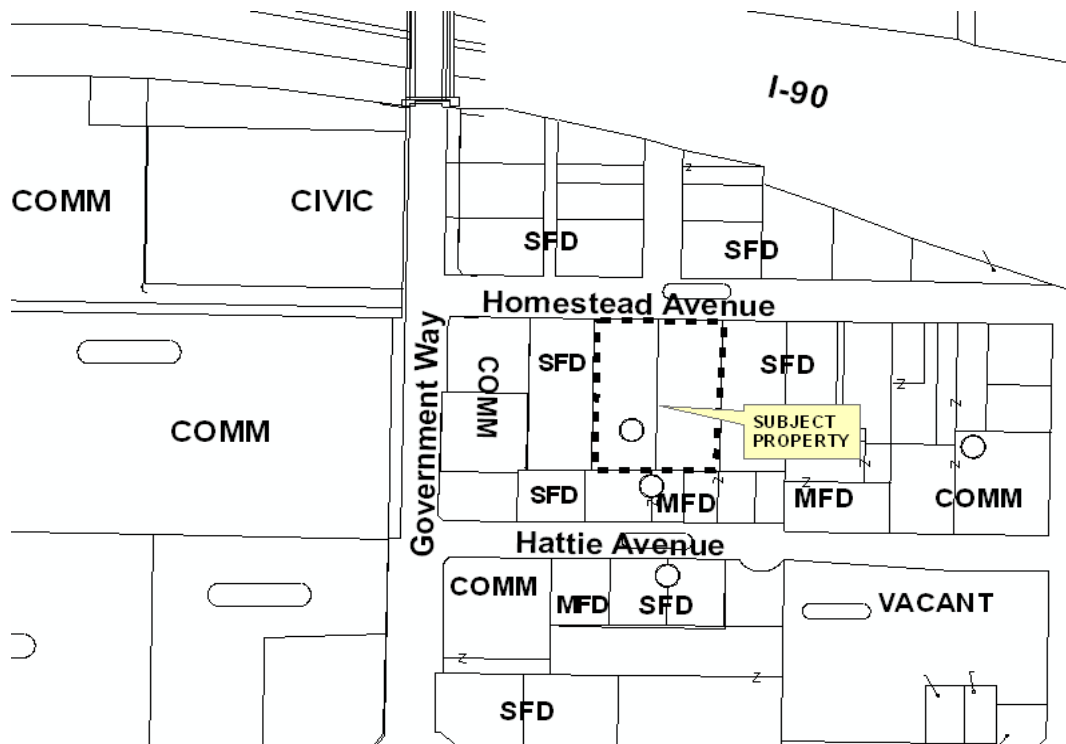


GENERAL INFORMATION:

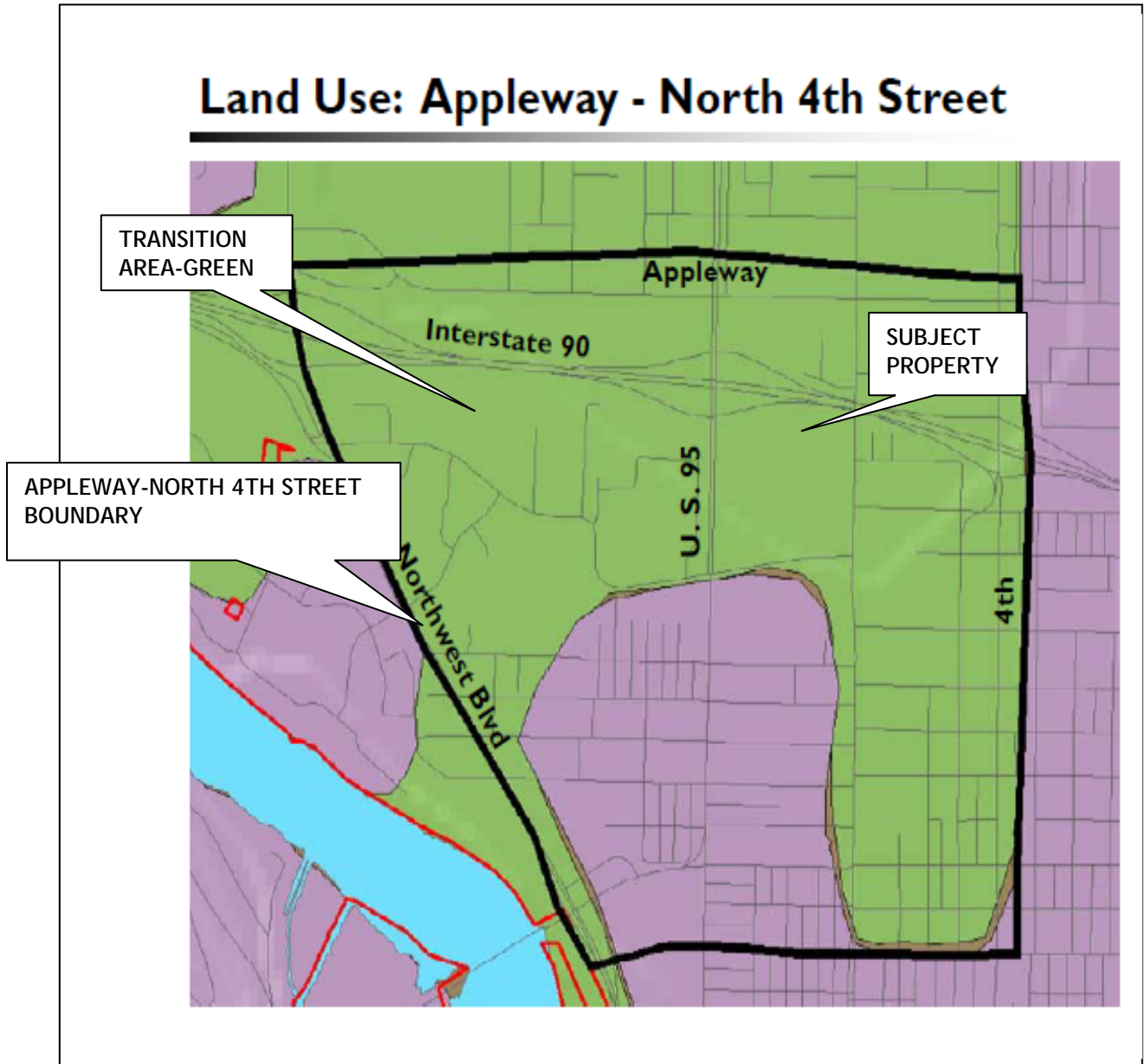
A. Zoning:



B. Generalized land use pattern:



C. 2007 Comprehensive Plan designation - Transition – Appleway-North 4th Street



D Applicant: City of Coeur d'Alene
710 Mullan Avenue
Coeur d' Alene, ID 83854

Owner: J. Russell Dumas
3327 W. Industrial Loop
Coeur d'Alene, ID 83814

E. Existing land uses in the area include residential – single-family, duplexes, and multi-family, commercial-retail sales and service, civic and vacant land.

F. The subject properties are located at 102 and 106 E. Homestead. 102 E. Homestead is a rental home and the abutting property to the east located at 106 E. Homestead has an existing 7-unit multi-family structure on it.

H. Previous actions on surrounding parcels:

- ZC-14-86 – R-12 to C-17 – Approved- July, 1986
- ZC-2-91 – R-12 to C-17L – Approved- April, 1991.
- ZC-5-93 – R-12 to C-17 – Approved- June, 1993.
- ZC-7-94 – R-12 to C-17L- Approved- March, 1995.
- ZC-5-06 – R-12 to C-17L – Denied, June, 2006.

I. The Planning Commission approved the request, with conditions, on February 8, 2011, by a vote of 5 to 0.



PERFORMANCE ANALYSIS:

A. Zoning ordinance considerations:

Approval of the zone change request would intensify the potential use of the property by increasing the allowable density by right from 12 units to 17 units per gross acre and increasing the range of uses allowed by right and special use permit.

R-12 Zoning District:

1. Purpose

The R-12 district is intended as a residential area that permits a mix of housing types at a density not greater than twelve (12) units per gross area.

2. Uses permitted by right:

- Single-family detached housing
- Duplex housing
- Pocket residential development
- Home occupations.
- Administrative.
- Public recreation.
- Neighborhood recreation.
- Essential service (underground)

3. Uses permitted by Special Use Permit:

- Boarding house.
- Childcare facility.
- Commercial film production.
- Commercial recreation.
- Community assembly.
- Community education.
- Community organization.
- Convenience sales.
- Essential service (aboveground).
- Group dwelling - detached housing.
- Handicapped or minimal care facility.
- Juvenile offenders facility.
- Noncommercial kennel.
- Religious assembly.

- Restriction to single-family only.
- Two (2) unit per gross acre density increase

R-17 Zoning District:

1. Purpose

The R-17 district is intended as a medium/high density residential district that permits a mix of housing types at a density not greater than seventeen (17) units per gross acre.

2. Uses permitted by right

- Single-family detached housing
- Duplex housing
- Pocket residential development
- Multi-family.
- Home occupations.
- Administrative.
- Public recreation.
- Neighborhood recreation.
- Essential service (underground)
- Childcare facility.
- Community education.

3. Uses permitted by Special Use Permit:

- Automobile parking when the lot is adjoining at least one point of, intervening streets and alleys excluded the establishment which it is to serve; this is not to be used for the parking of commercial vehicles.
- Boarding house.
- Commercial film production.
- Commercial recreation.
- Community assembly.
- Community organization.
- Convenience sales.
- Group dwelling - detached housing.
- Handicapped or minimal care facility.
- Juvenile offenders facility.
- Ministorage facilities.
- Mobile home manufactured in accordance with section [17.02.085](#) of this title.
- Noncommercial kennel.
- Nursing/convalescent/rest homes for the aged.
- Rehabilitative facility.
- Religious assembly.
- Residential density of the R-34 district as specified.
- Three (3) units per gross acre density increase.

4. Evaluation: The R-17 zone allows an increased residential density of 17 units by right, 34 units by special use permit and increased nonresidential uses by special use permit that are not allowed in the R-12 zone.

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

The subject property is within the Area of City Impact Boundary.

The Comprehensive Plan Map designates this area as a Transition Area. The description of this designation is as follows:

Transition Area:

These areas represent the locations where the character of neighborhoods is in transition and, overall, should be developed with care. The street network, the number of building lots, and general land use are planned to change greatly within the planning period.

Appleway-North 4th Street Tomorrow:

Generally, this area is expected to be a mixed use area. The stable/established residential area will remain. The west Ironwood corridor will require careful evaluation of traffic flow. Ironwood will be connected to 4th Street, enabling higher intensity commercial and residential uses.

❖ **The characteristics of Appleway – North 4th Street neighborhoods will be:**

- The overall density will approach six units per acre (6:1) with infill and multi-family housing located next to arterial and collector streets.
- That pedestrian and bicycle connections will be provided.
- Street widening and potential reconfiguration of US 95 should be sensitive to adjacent uses.
- Uses that strengthen neighborhoods will be encouraged.

Significant policies for consideration:

- Objective 1.12 – Community Design:
Support the enhancement of existing urbanized areas and discourage sprawl.
- Objective 2.05 – Pedestrian & Bicycle Environment:
Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances.
- Objective 3.01 – Managed Growth:
Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population.
- Objective 3.05 – Neighborhoods:
Protect and preserve existing neighborhoods from incompatible land uses and developments.
- Objective 3.08 – Housing:

Design new housing areas to meet the city's need for quality neighborhoods for all income and family status categories.

➤ Objective 3:10 – Affordable & Workforce Housing:

Support efforts to preserve and provide affordable and workforce housing.

➤ Objective 3.17 – Transportation:

Support and encourage efforts to provide public transportation within city limits and nearby areas.

➤ Objective 3.18 – Transportation:

Provide accessible, safe and efficient traffic circulation for motorized, bicycle and pedestrian modes or transportation, requesting input from authoritative districts and neighboring communities when applicable.

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.

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

WATER:

With an increased density rate at 106 Homestead it will likely require an increase in service size. The water system in the area is adequate to support new domestic services.

Evaluation: There are adequate services and fire flow capacity in place.

Comments submitted by Terry Pickel, Assistant Water Superintendent.

SEWER: Public sewer exists to these two lots.

Evaluation: Public sewer serving these lots is of adequate capacity to support applicant's zone change request. The public sewer is located along the western edge of the 102 Homestead lot.

Comments submitted by Don Keil, Assistant Wastewater Superintendent.

STORMWATER:

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

Evaluation: Development of the westerly portion of the subject property with a multi family structure will entail the construction of a parking lot of sufficient size to meet the needs of the residents. Construction of a parking facility with more than

3000 square feet of impervious surface will require design and construction of on-site stormwater treatment areas. Facility design is required to meet the criteria established by the City Stormwater Ordinance and should be constructed in a manner that allows for ease of maintenance by the owner of the subject property. Also, City storm drains are located in Homestead Avenue in close proximity to the subject property, therefore, protective measures will be required for the catch basins throughout any development period on the subject property.

TRAFFIC:

The ITE Trip Generation Manual estimates the project may generate approximately 5.4 trips per day during the A.M./P.M. peak hour periods.

Evaluation: The connecting streets will accommodate the additional traffic volume. The subject property is accessible on the east from 3rd St. and, on the west from Government Way. Vehicle movements on 3rd Street would be easiest in the southbound direction due to the free moving one way traffic, and, northbound on Government Way due to a "right out" movement and signalized intersection at Government Way / Appleway Avenue. Vehicle movements onto Homestead Avenue are facilitated by the center median turn lane on Government Way.

Public transit stop locations are in close proximity to the subject property, which could assist it abating the number of vehicle trips associated with the site.

STREETS:

Homestead Avenue adjoins the north boundary of the subject property and is a developed road section. The existing right-of-way width is sufficient to meet City standards for the location. Sidewalk is not installed along the street frontage of the westerly portion of the area of request.

Evaluation: Installation of standard City sidewalk, five feet (5') in width, will be required along the Homestead frontage with any building permit for the subject property on the final plat.

SITE DEVELOPMENT ISSUES:

The subject property is a combination of tax numbers (3701 & 3702) and not lots within a designated subdivision. Since the two parcels are being combined in the zone change request, and, in order to minimize development issues for the subject property in regard to lot lines, a lot consolidation will be required for the parcels at the time of building permit submission.

APPLICABLE CODES AND POLICIES

Utilities

1. All proposed utilities within the project shall be installed underground.

Streets

2. An encroachment permit shall be obtained prior to any work being performed in the existing right-of-way.

Stormwater

3. A stormwater management plan shall be submitted and approved prior to start of any construction. The plan shall conform to all requirements of the City.

Comments submitted by Chris Bates, Project Manager.

FIRE:

Water is adequate for fire flow.

Bryan Halverson, Fire Prevention.

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

The subject property has level terrain with no topographic features.

Evaluation: There are no physical limitations to future development.

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

There are several multi-family units to the south of the property. Specifically, there are two six-unit apartments that abut the parcels to the south. This area has a mix of commercial and limited commercial zones to the west and single-family dwellings throughout the neighborhood as well as vacant parcels.

Evaluation: Based on the information presented, the Planning Commission must determine if the request is comparable with surrounding uses and is designed appropriately to blend in with the area.

PROPOSED CONDITIONS:

PLANNING:

1. A 38' foot height limit.

ENGINEERING:

1. Inclusion in the design, and construction of stormwater drainage swales on site, to manage all site runoff from the development of the subject property.
2. Protection of all off site stormwater drainage structures during facility development on the subject property.

3. Installation of sidewalk along the subject property frontage with any building permit for the subject property.
4. Completion and recordation of lot consolidation for the subject property with the submission of any building permit for the site.

WASTEWATER:

1. A 20' sewer easement for the 102 Homestead property, as approved by the Assistant Wastewater Superintendent.

C. Ordinances and Standards Used In Evaluation:

Comprehensive Plan - Amended 2007
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.

Narrative for Zone Change and Special Use Permit request at 102 and 106 Homestead Avenue.

A. Description of request: The City is requesting that property located at 102 and 106 E. Homestead be rezoned to R-17 density with a Special Use Permit for the R-34 zone. While the R-34 appears to be a large jump in density, the zone change project is proposed to allow an additional 14 units of multi-family dwelling units in a single building. The currently existing 7 units remain, which totals 21 units between the two parcels, which totals approximately 1.152 acres. The R-17 zone would allow 20 units by right, however, the 3 unit per acre density bonus is only available to pocket housing developments, therefore R-34 special use permit, is required in order to accomplish the density desired.

The City will be working with a local non-profit to seek grants to development the 14 additional units. These units are estimated to be 550 square feet each, similar to the units built on Neider Avenue (photo enclosed). The units are proposed to be three stories in height (R-17 allows for a maximum ht. of 45' for multi-family) with a building footprint of approximately 2,800 sq. ft.

B. 2007 Comprehensive Plan Conformance: The City is in the process of acquiring the existing two parcels, and will continue to support the seven existing units, and plans to create 14 additional units on the parcel with the existing SFD. Prior to the citywide rezone in the early 1980, this area was zone at a density equal to the current R-17 zoning. The Comprehensive plan notes objective 3.01, managed growth, which states that diversity of housing forms within existing neighborhoods would match existing needs. The requested density will allow the City to move forward with seeking partners for needed multi-family housing, specifically noted in the 2006 Housing Needs Assessment. Objective 3.10, Affordable and workforce housing: the density requested would allow affordable through economy of scales. Objective 3.17, transportation, support and encourage public transportation: the Citylink bus route has several stops along Government Way within 0.2 miles of the property. Objective 3.18, Transportation, provide accessible, safe, and efficient traffic circulation: this property is located with Government Way to the West, a minor arterial, and 3rd Street to the East, a collector street, which allows for ease of access throughout the community. This property is located within a transitional zone, which states that land use is expected to change greatly over time. There are several vacant parcels in the area, as well as unusually large parcels, which will likely be redeveloped over time. Additionally, there are four other MFD units and several commercial zones within the 300' radius.

C. How the design and planning of the site be compatible with the location setting and existing uses on adjacent properties? There are various multi-family units to the south of this property. Specifically, there are two six-unit apartment, three stories in height, complexes abutting the parcel to the south. There are several commercial and limited commercial zones to the west. The design of the building

will take under consideration the existing neighborhood, with thought to access and street frontage appeal.

D. Explain how the location, design, and size of the proposal will be adequately served by existing streets, public facilities and services. This parcel is within 0.2 miles of Albertsons, Shopko, and the Appleway commercial zone, which is well within walking distance for most citizens. The Citylink bus route has several stops along Government Way. Government Way (minor arterial) is directly to the west of this parcel and 3rd Street (collector) is directly to the east. These are main streets that allow great access to the freeway and other areas of town. Most traffic is assumed to access the parcel via a direct route off Government Way.

Proximately to Parks and Schools:

- 0.62 miles to Winton Park
- 0.8 miles to Bryan School
- 0.8 miles to Sunset Park
- 1 mile to North Pines Park
- 1 mile to Cherry Hill Park
- 1.1 miles to Phippeny Park
- 1.5 miles to the City Park

- 0.25 miles to Borah Elementary
- 0.5 miles to Project CDA
- 0.62 miles to Winton Elementary School
- 1.3 miles to Coeur d'Alene High School
- 1.7 miles to North Idaho College

Existing sewer and water line services would be utilized to serve this project.

E. Any other information that is important... The City is seeking partners for the development of this land. The first step in any of the Federal grant opportunities is to ensure the correct zoning for the density proposed. Therefore, there are no engineers, architects, etc. contracted at this time. Once funding is established, more specific drawings and details would be available. The site plan is conceptual, specific data would be available once funding is in place.

Applicant: City of Coeur d'Alene
Location: 102 and 106 Homestead Avenue
Request: A proposed zone change from R-12 (Residential at 12 units/acre) to R-17 (Residential at 17 units/acre) zoning district.
QUASI-JUDICIAL (ZC-1-11)

Planner Stroud presented the staff report, gave the mailing tally as 3 in favor, 6 opposed, and 3 neutral and answered questions from the Commission.

Chairman Jordan inquired if the existing buildings will remain on the property.

Planner Stroud commented that the seven units and the house would remain on the property.

Commissioner Soumas inquired who owns the property.

Planner Stroud commented that the applicant is present and can answer that question.

Public comments open.

Renata McLeod, applicant representative, 710 Mullan Avenue, presented a PowerPoint presentation on this project. She explained that Tesh is the owner of both properties and is seeking a partner to help acquire the necessary grants for 14 units. The city currently has a right to purchase this land contingent on the zoning granted. She continued if this is approved, the city will be the owner of the property and lease the land to St. Vincent De Paul, who will start the process to seek the HUD 811 Grant necessary for providing the funding to start this project.

Commissioner Soumas questioned why not reduce the number of units to 13 so the special use permit is not required.

Ms. McLeod explained that the professional's claim "14" is the magical number needed to obtain the HUD 811 grant.

Commissioner Luttrupp questioned if the city will apply for the grant.

Ms. McLeod explained that the city would own the property and lease the land to St Vincent De Paul who will apply for the grant.

Commissioner Messina stated that he understands why the approval for the zoning is necessary and questioned if denied, would the city still go through with the purchase of the property.

Ms. McLeod answered if denied the city will try again next year for the grant. She explained that this property is unique because it is rare to find a large parcel in the city that is big enough for this type of project. She commented big parcels of land in the city are hard to find.

Student Representative Garringer inquired if kids are allowed in these units.

Ms. McLeod explained that the sizes of the units are 550 sq.ft. for single people with a manager living on site. She added that the design of the project would look similar to the units on Neider Avenue.

Bob Wilson, 2213 N. 1st, commented that he recently signed a petition to deny this project, but after finding out what the project was for, will approve. He explained that his brother-in-law is handicapped and lives in one of these homes who has benefited with his special needs.

Rob Wort, PO Box 3354, commented he manages the apartments located to the south of the property and questioned if approved will staff do a lot line adjustment to make this lot into one. He added that the parking lot design for the front of the property with the building to the back with no available green space for the tenants to enjoy.

Commissioner Luttrupp inquired what the height limit is in the current zoning.

Planner Stroud answered 32 feet.

Kristin Davis, 1314 E. Borah Avenue, representing her parents who are out of town own the house next to the applicant's property presented a petition with 14 signatures from neighbors who are opposed to the project. She stated that they are concerned with added traffic to this quite neighborhood.

Joe Hutchinson, 550 W. Neider Avenue, commented he manages a housing project on Neider Avenue and since being the manager has had two incidents where the police had to be called. He explained there is a huge need for affordable housing and stated that there is a 15-year waiting list for one of these apartments.

Rodger Ruso, 111 E. Homestead Avenue, commended Tesh for providing these homes, but feels this is "getting the cart before the horse" by approving the zoning not knowing the design of the project. He wishes there was more time for neighborhood meetings so more input can be given by the neighborhood before this project goes forward.

Bev Hammond, 3375 N. Fruitland Lane, commented she is a neighbor of the Lynn Peterson house and if this project is anything like the Lynn Peterson House it will be a great addition to the neighborhood.

Jeff Conroy, 496 N. Ezy Street, Executive Director of St. Vincent De Paul, commented that this is not an assisted living facility comprised of 14, 550 sq.ft. apartments for people who are not poor, but disabled. He stated that the intent of this project is to provide a place that promotes Independent living for disabled individuals.

Steve Anthony, 3808 Sherwood, commented that he supports this project and introduced his son Neil who lives in the Lynn Peterson House on Neider Avenue. He added that this has been a great opportunity for Neil who works at Albertsons and be independent. He stated this is a great project and should be approved.

Sherydene Rogers, Development Consultant for St. Vincent D' Paul, 818 E. Riverside, Spokane, explained that her firm works with these agencies like St. Vincent D' Paul to acquire these grants. She commented that the government has strict guidelines and a screening process for the management firms selected. She stated that the design of the project is important and the goal is to blend the project with the existing homes in the neighborhood. She explained that the parking lot is required to be a certain size because of the parking code requirements by the city. She stated that the process to obtain one of these grants is extremely competitive and why the zoning needs to be approved to insure success.

Commissioner Soumas inquired what would happen if the number dropped from 14 to 13 units.

Ms. Rogers explained that if one unit is eliminated money is lost and by looking at the big picture 14 units would be more cost effective than 13.

Commissioner Luttrupp inquired what is unique about this property.

Ms. Rogers explained that a previous location was chosen but was discouraged because it was too close to the Lynn Peterson house and the desire is not to cluster these homes together. She added that this is a great location and has an existing building on the property that can be used.

Troy Tymeson, City Finance Director, 710 Mullan Avenue, explained that this property is unique because it is two, half-acre lots located in the city, which are rare to find. He added that the purchase of this property by the City is a good investment for the city.

Commissioner Bowlby stated that she feels this is spot zoning because the C-17 zoning requested is too intense for the neighborhood and will not approve this request.

Commissioner Luttrupp inquired if the height of the units will go to 32 feet.

Mr. Tymeson commented that the units proposed would be three stories with the estimated height to be around 32 feet.

Deputy City Attorney Wilson suggested if the Planning Commission is concerned about height the requirement, they could place a condition on the site plan.

Susan Snedaker, 828 Hastings, commented that the city is proposing to add 13 single-family homes to an area where growth is an issue. She agrees with Commissioner Bowlby that this is spot zoning and too intense for the neighborhood.

REBUTTAL:

Ms. McLeod stated discussions with staff advised to base the project analysis on one lot and later if approved, the lot line adjusted. She feels more commercial businesses will be locating on the west side when the economy improves and that the purchase of this lot by the city will be an opportunity to help low-income families.

Commissioner Evans questioned if a condition placed restricting the height limit would have an impact for the city getting the grant.

Ms. McLeod answered putting a restriction on the height would not affect acquiring the grant.

Commissioner Bowlby feels that this is a good project, but height and density are an issue. She complimented the neighbors for their testimony, but questioned if staff would have had more meetings with the neighbors more questions would be answered.

Ms. McLeod explained that staff mailed an explanation of the project to all property owners and invited the neighbors to a public meeting to answer questions about the project.

Public testimony closed.

DISCUSSION:

Commissioner Luttrupp commented that he could not support this request as the C-17 zone requested will have an impact to this neighborhood.

Commissioner Soumas complimented the audience tonight for positive comments and explained that in the past, the audience has got out of control. He understands the issues of why the zone change and special use permit are requested compared to if the zoning remained an R-12. This would allow 42 bedrooms on the property compared to the applicant's request for 21. He feels if he lived in a neighborhood, he would want less than more and the need for the R-34 density increase needed for one extra unit. He stated that he would place a condition to limit the height to 38 feet and limit the number of units to 24. He explained that next year the government might change the requirements for the 811 grant and by giving "wiggle room", the applicant will not have to come back to the Planning Commission for approval.

Commissioner Messina commented that the 811 grant requirements are driving this permit and feels we need to be flexible with St. Vincent's and the city so good people have a nice place to live. He is sympathetic to neighborhood concerns, but believes when staff says they will not build a skyscraper. He concurs with Commissioner Soumas that conditions added to the Special Use permit to limit the height and density to this property. He stated that he believes in the city and understands their desire to provide affordable housing for the citizens of Coeur d'Alene.

Commissioner Soumas stated that he is ready to make a motion and add the following two conditions to the zone change and special use permit. 1. Limit the height to 38 feet and 2. Limit the number of units to 24.

Motion by Soumas, seconded by Evans, to approve Item ZC-1-11 with the added condition to limit the height to 38 feet. Motion approved.

ROLL CALL:

Commissioner Bowlby	Voted	Aye
Commissioner Evans	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Luttrupp	Voted	Aye
Commissioner Soumas	Voted	Aye

Motion to approve carried by a 5 to 0 vote.

Motion by Soumas, seconded by Messina, to approve Item SP-1-11 with the added condition to limit the number of units to 24.

Motion by Bowlby, seconded by Luttrupp to amend the original motion and change the number of units to 21. Motion failed.

ROLL CALL:

Commissioner Bowlby	Voted	Aye
Commissioner Evans	Voted	Nay
Commissioner Messina	Voted	Nay
Commissioner Luttrupp	Voted	Aye
Commissioner Soumas	Voted	Nay

Motion to deny carried by a 3 to 2 vote.

Motion by Soumas, seconded by Messina, to approve Item SP-1-11 with the added condition to limit the number of units to 24. Motion approved.

ROLL CALL:

Commissioner Bowlby	Voted	Nay
Commissioner Evans	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Luttropp	Voted	Nay
Commissioner Soumas	Voted	Aye

Motion to approve carried by a 3 to 2 vote.

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

A. INTRODUCTION

This matter having come before the Planning Commission on, February 8, 2011, and there being present a person requesting approval of ZC-1-11, a request for a zone change from R-12 (Residential at 12 units/acre) to R-17 (Residential at 17 units/acre) zoning district.

APPLICANT: THE CITY OF COEUR D'ALENE

LOCATION – +/-1.15 -ACRE PARCEL LOCATED AT 102 AND 106 HOMESTEAD AVENUE.

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

- B1. That the existing land uses are residential – single-family, duplexes, and multi-family, commercial-retail sales and service, civic and vacant land.
- B2. That the Comprehensive Plan Map designation is Transition.
- B3. That the zoning is R-12 (Residential at 12 units/acre).
- B4. That the notice of public hearing was published on, January 22, 2011, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, January 26, 2011, which fulfills the proper legal requirement.
- B6. That 96 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on, January 21, 2011, and 12 responses were received: 3 in favor, 6 opposed, and 3 neutral.
- B7. That public testimony was heard on February 8, 2011.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:
 - Objective 1.12 – Community Design- Support the enhancement of existing urbanized areas and discourage sprawl.
 - Objective 2.05 – Pedestrian & Bicycle Environment- Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances.
 - Objective 3.01 – Managed Growth- Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population.
 - Objective 3.08 – Housing- Design new housing areas to meet the city's need for quality neighborhoods for all income and family status categories.

Objective 3.17 – Transportation- Support and encourage efforts to provide public transportation within city limits and nearby areas.

- B9. That public facilities and utilities are available and adequate for the proposed use.
- B10. That the physical characteristics of the site do make it suitable for the request at this time.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of THE CITY OF COEUR D'ALENE for a zone change, as described in the application should be approved. Special conditions applied are as follows:

PLANNING:

- 1. A 38' foot height limit.

ENGINEERING:

- 1. Inclusion in the design, and construction of stormwater drainage swales on site, to manage all site runoff from the development of the subject property.
- 2. Protection of all off site stormwater drainage structures during facility development on the subject property.
- 3. Installation of sidewalk along the subject property frontage with any building permit for the subject property.
- 4. Completion and recordation of lot consolidation for the subject property with the submission of any building permit for the site.

WASTEWATER:

- 1. A 20' sewer easement for the 102 Homestead property, as approved by the Assistant Wastewater Superintendent.

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

ROLL CALL:

Commissioner Bowlby	Voted Yes
Commissioner Evans	Voted Yes
Commissioner Luttrupp	Voted Yes
Commissioner Messina	Voted Yes
Commissioner Soumas	Voted Yes

Motion to Approve carried by a 5 to 0 vote.



CHAIRMAN BRAD JORDAN

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

A. INTRODUCTION

This matter having come before the City Council on, March 15, 2011, and there being present a person requesting approval of ITEM: ZC-1-11 , a request for a zone change from R-12 (Residential at 12 units/acre) to R-17 (Residential at 17 units/acre) zoning district.

APPLICANT: THE CITY OF COEUR D'ALENE

LOCATION – +/-1.15 -ACRE PARCEL LOCATED AT 102 AND 106 HOMESTEAD AVENUE

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

(The City Council may adopt Items B1-through7.)

- B1. That the existing land uses are residential – single-family, duplexes, and multi-family, commercial-retail sales and service, civic and vacant land.
- B2. That the Comprehensive Plan Map designation is Transition.
- B3. That the zoning is R-12 (Residential at 12 units/acre).
- B4. That the notice of public hearing was published on, February 26, 2011, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, March 2, 2011 which fulfills the proper legal requirement.
- B6. That 96 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on February 25, 2011, and _____ responses were received: ____ in favor, ____ opposed, and ____ neutral.
- B7. That public testimony was heard on March 15, 2011.
- B8. That this proposal **(is) (is not)** in conformance with the Comprehensive Plan policies as follows:

B9. That public facilities and utilities **(are) (are not)** available and adequate for the proposed use. This is based on

Criteria to consider for B9:

1. Can water be provided or extended to serve the property?
2. Can sewer service be provided or extended to serve the property?
3. Does the existing street system provide adequate access to the property?
4. Is police and fire service available and adequate to the property?

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

Criteria to consider for B10:

1. Topography
2. Streams
3. Wetlands
4. Rock outcroppings, etc.
5. vegetative cover

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

Criteria to consider for B11:

1. Traffic congestion
2. Is the proposed zoning compatible with the surrounding area in terms of density, types of uses allowed or building types allowed
3. Existing land use pattern i.e. residential, commercial, residential w churches & schools etc.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of THE CITY OF COEUR D'ALENE for a zone change, as described in the application should be **(approved) (denied) (denied without prejudice)**.

Special conditions applied are as follows:

PLANNING:

1. A 38' foot height limit.

ENGINEERING:

1. Inclusion in the design, and construction of stormwater drainage swales on site, to manage all site runoff from the development of the subject property.
2. Protection of all off site stormwater drainage structures during facility development on the subject property.
3. Installation of sidewalk along the subject property frontage with any building permit for the subject property.
4. Completion and recordation of lot consolidation for the subject property with the submission of any building permit for the site.

WASTEWATER:

1. A 20' sewer easement for the 102 Homestead property, as approved by the Assistant Wastewater Superintendent.

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

ROLL CALL:

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

Mayor Bloem Voted _____ (tie breaker)

Council Member(s) _____ were absent.

Motion to _____ carried by a ____ to ____ vote.

MAYOR SANDI BLOEM

OTHER BUSINESS

RESOLUTION NO. 11-010

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING WITHERSPOON KELLEY TO COMMENCE WITH CONDEMNATION PROCEEDINGS, IF NECESSARY, ON A PARCEL LOCATED ON GOVERNMENT WAY IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.

WHEREAS, to accomplish the widening of Government Way from Hanley to Dalton Avenue the City needs to acquire rights of way across certain parcels of land, more particularly identified as Parcel 9 and legally described on attached Exhibit "A" currently owned by Hosein M. Oskouei; and

WHEREAS, attached hereto as Exhibit "B" are maps depicting the rights of way to be acquired from the above referenced parcel as well as access points. The parcel shall be entitled to any legal encroachment upon Government Way upon proper application to the City of Coeur d'Alene and its typical approval process;

WHEREAS, the location of the proposed right-of-way for Government Way, Hanley to Dalton Avenue project is necessary and the right of way is located in a manner which is most compatible with the greatest public good and the least private injury, pursuant to I.C. § 7-705; and

WHEREAS, it is recommended that the City of Coeur d'Alene authorize Witherspoon Kelley to commence condemnation proceedings, if necessary, to acquire rights of way for the above listed parcel; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to authorize Witherspoon Kelley to commence condemnation proceedings, if necessary, to acquire rights of way on the above listed parcel; NOW THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that Witherspoon Kelley is hereby authorized to commence with condemnation proceedings, if necessary, to acquire rights of way on the above listed parcels.

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 15th day of March, 2011.

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 GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

EXHIBIT A

EXHIBIT A

EXHIBIT A

EXHIBIT A

Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No. 9, PI No. 11526L09
May 13, 2010
Land situated in Kootenai County

A parcel of land being West of the centerline of Government Way and Westerly of the existing Westerly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, lying situated in the NE ¼ of the NE ¼ of Section 35, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the east ¼ corner of said Section 35 from which the northeast section corner of said section 35 bears North 00°38'25" East 2639.17 feet;

Thence along the East line of the Northeast ¼ of said Section, North 00°38'25" East 1319.86 feet;

Thence North 89°21'35" West, 30.00 feet to the southeast corner of that parcel described in a Warranty Deed recorded as instrument No. 2168030000 , records of Kootenai County, Idaho, being the TRUE POINT OF BEGINNING, opposite Station 126+10.56 of said Street Survey;

Thence along the east line of said parcel and the west right-of way line of Government Way, North 00°38'25" East 199.87 feet to the north line of said deed parcel;

Thence along said north line, North 89°00'30" West 32.26 feet;

Thence South 44°11'30" East 18.81 feet;

Thence parallel with said west right-of-way line, South 00°38'25" West 186.55 feet to the south line of said deed parcel;

Thence along said south line, South 88°50'00" East 19.00 feet to the TRUE POINT OF BEGINNING, opposite Station 126+10.56 of said Street Survey, containing approximately 0.089 Acres.

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.

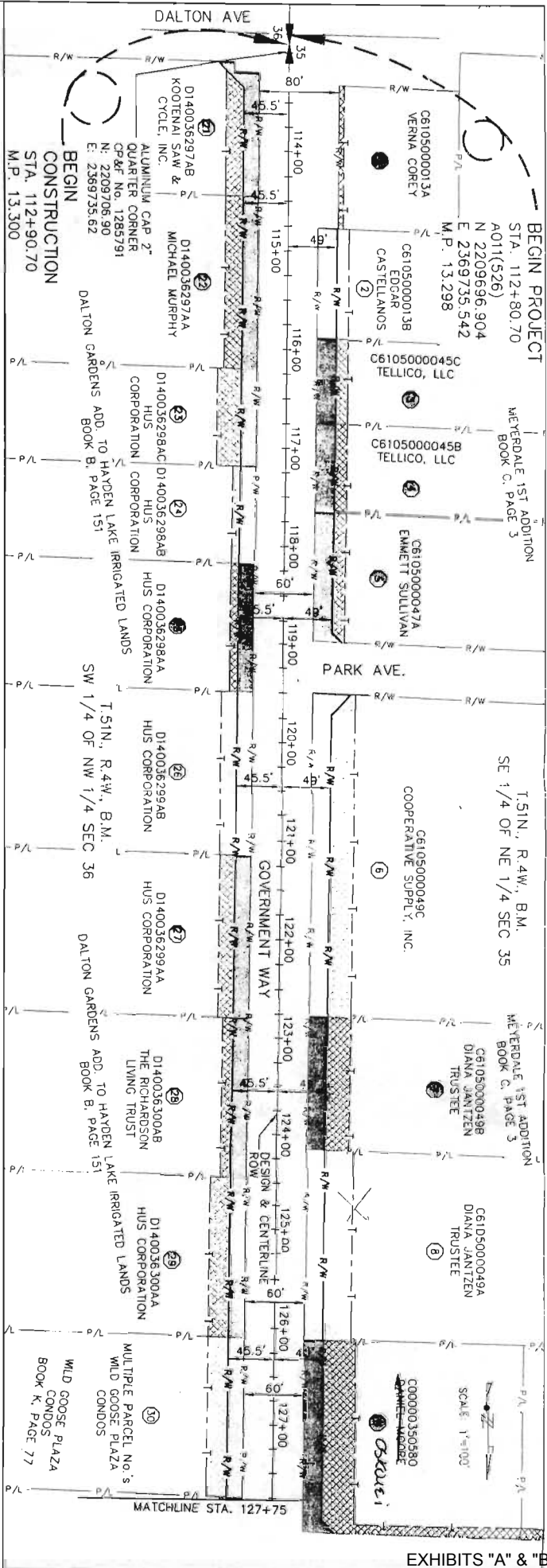


EXHIBIT B

EXHIBIT B

EXHIBIT B

EXHIBIT B



PARCEL NO.	RECORD OWNER	TOTAL ASSD OWNER AC	RIGHT OF WAY - AC	EXIST REMAINDER PERM	TEMP ENTRY AC	RIGHT OF ENTRY AC
1	EDGAR CASTELLANOS	1.067	0.046	0	1.018	0
2	EDGAR CASTELLANOS	1.067	0.046	0	1.018	0
3	EDGAR CASTELLANOS	1.067	0.046	0	1.018	0
4	EDGAR CASTELLANOS	1.067	0.046	0	1.018	0
5	EDGAR CASTELLANOS	1.067	0.046	0	1.018	0
6	CO-OP SUPPLY, INC	7.328	0.147	0	7.182	0
7	DIANA JANITZEN TRUSTEE	4.336	0.085	0	4.251	0
8	DIANA JANITZEN TRUSTEE	4.336	0.085	0	4.251	0

PARCEL NO.	RECORD OWNER	TOTAL ASSD OWNER AC	RIGHT OF WAY - AC	EXIST REMAINDER PERM	TEMP ENTRY AC	RIGHT OF ENTRY AC
21	KOOTENAI SAW & CYCLE	0.878	0.000	0	0.878	0
22	KOOTENAI SAW & CYCLE	1.272	0.000	0	1.272	0
23	KOOTENAI SAW & CYCLE	1.140	0.000	0	1.140	0
24	HUS CORPORATION	1.440	0.025	0	1.415	0
25	HUS CORPORATION	2.398	0.059	0	2.339	0
26	HUS CORPORATION	2.398	0.059	0	2.339	0
27	HUS CORPORATION	2.398	0.059	0	2.339	0
28	HUS CORPORATION	2.398	0.059	0	2.339	0
29	HUS CORPORATION	2.398	0.059	0	2.339	0
30	HOMEOWNERS ASSOC.	2.398	0.059	0	2.339	0

NOTES:
Hossein Okabei

1. THE COORDINATES SHOWN ARE BASED UPON THE IDAHO STATE PLANE COORDINATE (I.S.P.C.) SYSTEM, WEST ZONE, NAD 1983 (2007), AND HAVE BEEN ADJUSTED FROM STATE PLANE GRID COORDINATES TO PROJECT COORDINATES, USING A PROJECT COMBINED ADJUSTMENT FACTOR (CA17) OF 1.00009627. A CONVERGENCE ANGLE OF -0.4601" WAS CALCULATED AT SURVEY CONTROL POINT NUMBER 262. VERTICAL DATUM IS CITY OF COEUR D'ALENE.

2. TOTAL OWNERSHIP AREAS SHOWN REPRESENT THE AREAS WITHIN THE SECTIONS ABUTTING THE HIGHWAY AS DETERMINED FROM ASSessor'S DATA SHEETS. THE OWNERSHIP PARCELS WERE NOT SURVEYED AND SAID AREAS ARE APPROXIMATE. REMAINDER AREAS WERE CALCULATED BY DEDUCTING ANY ACQUISITIONS MADE AS A RESULT OF THIS PROJECT FROM THOSE APPROXIMATE AREAS AND ARE ALSO APPROXIMATE.

NO.	DATE	BY	REVISIONS	DESIGNED	DESIGN CHECKED	SCALE SHOWN	ARE FOR	PROJECT NO.	TOTAL OWNERSHIP MAP
1						11" X 17"	PRINTS ONLY	A011(526)	SMA-7155
2						11526.TOL.D01.D00	PLT		GOVT WAY
3									DALTON TO HANLEY AVE

IDAHO TRANSPORTATION DEPARTMENT
 WELCH, COWIE & ASSOCIATES
 JUN 03 2010
 OFFICIAL RW PLANS
 ORIGINAL STORED AT: 100 District 1 600 West Park Blvd Coeur d'Alene, ID
 REGISTERED LAND SURVEYOR
 MICHAEL LYNN HATHAWAY
 STATE OF IDAHO
 12318
 5-27-10

No.	STATION	OFFSET
1	126+11.03	81.65 LT
2	126+10.23	49.00 LT
3	127+97.29	49.00 LT
4	128+10.62	62.26 LT
5	128+00.68	81.65 LT
6	128+70.65	62.44 LT
7	128+83.98	49.00 LT
8	128+96.09	56.00 LT
9	129+70.56	49.00 LT
10	129+70.56	56.00 LT
11	130+70.59	56.00 LT
12	130+70.56	49.00 LT
13	132+92.79	74.00 LT
14	133+22.76	74.00 LT
15	133+22.76	62.46 LT

No.	STATION	OFFSET
16	133+46.19	62.46 LT
17	133+46.19	71.00 LT
18	133+52.77	71.00 LT
19	133+52.77	49.00 LT
20	133+52.84	49.00 LT
21	133+52.63	47.00 LT
22	133+92.53	30.00 LT
23	132+92.53	30.00 LT
24	130+70.45	30.00 LT
25	129+70.45	30.00 LT
26	129+70.45	30.00 LT
27	129+70.43	30.00 LT
28	128+10.43	30.00 LT
29	126+10.56	30.00 RT
30	126+10.56	30.00 RT
31	127+74.82	30.00 RT
32	129+58.79	30.00 RT
33	131+37.59	30.00 RT

No.	STATION	OFFSET
34	132+69.71	30.00 RT
35	133+68.72	30.00 RT
36	133+68.53	45.50 RT
37	133+68.48	49.50 RT
38	132+69.47	49.50 RT
39	132+69.52	45.50 RT
40	132+69.35	59.50 RT
41	131+37.45	59.50 RT
42	131+37.26	58.50 RT
43	131+37.41	45.50 RT
44	129+39.46	52.50 RT
45	129+39.53	45.50 RT
46	129+39.61	45.50 RT

No.	STATION	OFFSET
47	127+74.64	45.50 RT
48	127+74.58	52.50 RT
49	127+74.46	80.00 RT
50	126+09.54	80.00 RT
51	126+09.77	45.50 RT

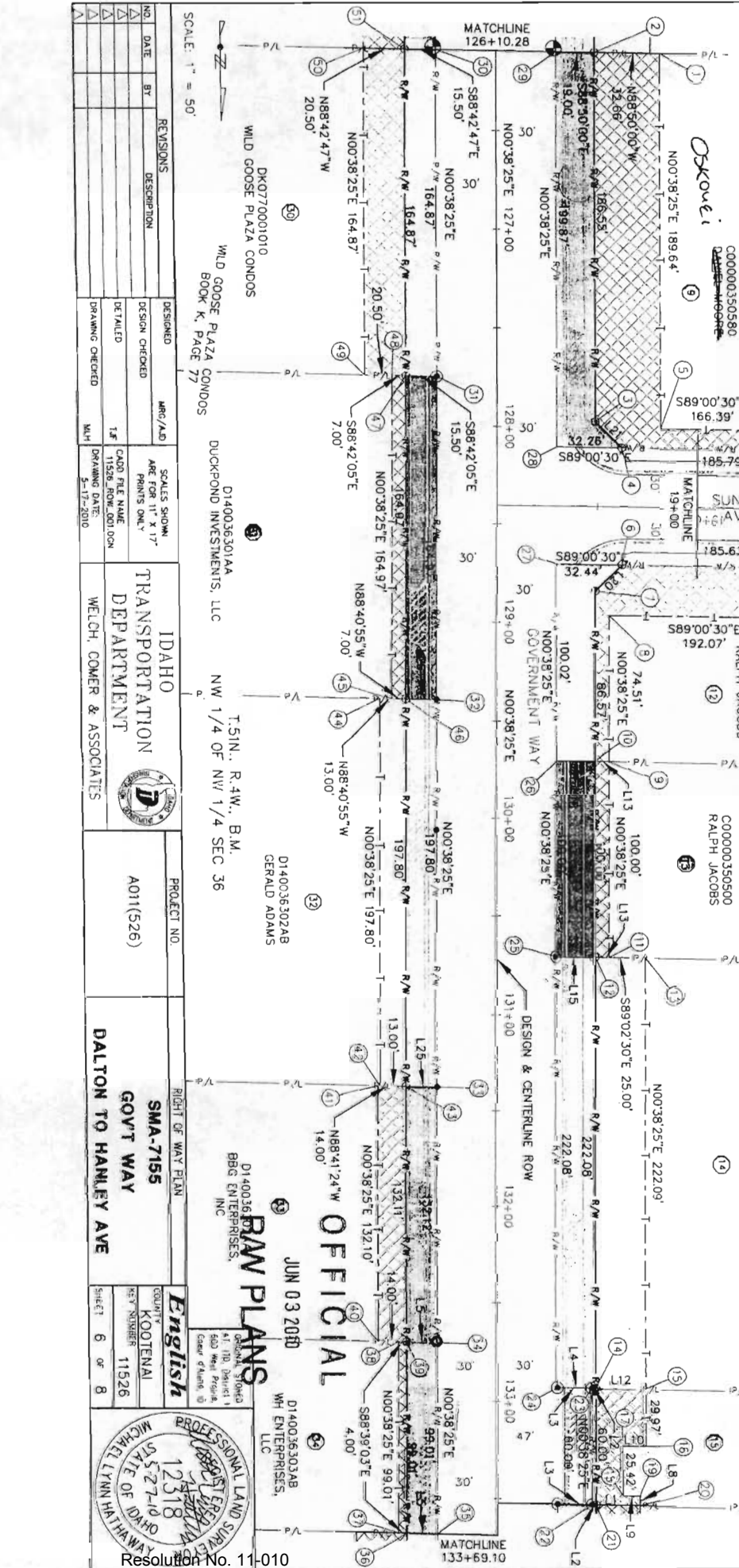
LINE	LENGTH	BEARING
L1	22.00	N87°01'10"W
L2	6.00	S89°01'10"E
L3	17.00	N89°01'10"W
L4	19.00	N89°01'10"W
L5	15.50	N88°39'03"W
L6	4.59	N00°38'25"E
L7	8.54	N89°21'35"W
L8	11.54	S89°21'35"E
L9	25.10	S89°01'10"E
L10	7.00	N89°01'10"W
L11	19.00	S89°01'10"E
L12	18.95	S89°01'10"E
L13	18.81	N88°41'24"W
L14	15.50	N88°40'55"W
L15	15.50	N88°40'55"W

NOTES:

- THE COORDINATES SHOWN ARE BASED UPON THE IDAHO STATE PLANE COORDINATE (S.P.C.) SYSTEM, WEST ZONE, NAD 1983 (2007) AND HAVE BEEN ADJUSTED FROM STATE PLANE GRID COORDINATES TO PROJECT COORDINATES, USING A PROJECT COMBINED ABSCISSA FACTOR (E.A.F.) OF 1.00005667. A CONVERGENCE ANGLE OF -0.4601" WAS CALCULATED AT SURVEY CONTROL POINT NUMBER 262. STA 117+49.39, OFFSET 34.16, BEARING 100°00'00" OF COLOR VALENTINE.
- ALL APPROXIMATIONS ARE 24" WIDE AND ZONED 1:80:1.
- COMMERCIAL, UNLESS OTHERWISE NOTED.
- TEMPORARY EASEMENTS ARE TEMPORARY CONSTRUCTION EASEMENTS.

T.S.IN., R.4.W., B.M.
NE 1/4 OF NE 1/4 SEC 35

CK2590010020
ADVANCED MINI
STORAGE, LLC



RAW PLANS
JUN 03 2020
OFFICIAL

English

RESOLUTION NO. 11-010

NO.	DATE	BY	DESCRIPTION

DESIGNED	DESIGNED	SCALE	SCALE

PROJECT NO.	PROJECT NO.
A011(526)	A011(526)

COUNTY	COUNTY
KOOTENAI	KOOTENAI
11526	11526
6	8

RESOLUTION NO. 11-011

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING WITHERSPOON KELLEY TO COMMENCE WITH CONDEMNATION PROCEEDINGS, IF NECESSARY, ON A PARCEL LOCATED ON GOVERNMENT WAY IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.

WHEREAS, to accomplish the widening of Government Way from Hanley to Dalton Avenue the City needs to acquire rights of way across certain parcels of land, more particularly identified as project Parcels 12 & 13 and legally described on attached Exhibits "A-1" and "A-2" currently owned by Ralph Lee Jacobs and Susan Jacobs, husband and wife; and

WHEREAS, attached hereto as Exhibit "B" are maps depicting the rights of way to be acquired from the above referenced parcels as well as access points. The parcels shall be entitled to any legal encroachment upon Government Way upon proper application to the City of Coeur d'Alene and its typical approval process;

WHEREAS, the location of the proposed right-of-way for Government Way, Hanley to Dalton Avenue project is necessary and the right of way is located in a manner which is most compatible with the greatest public good and the least private injury, pursuant to I.C. § 7-705; and

WHEREAS, it is recommended that the City of Coeur d'Alene authorize Witherspoon Kelley to commence condemnation proceedings, if necessary, to acquire rights of way for the above listed parcel; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to authorize Witherspoon Kelley to commence condemnation proceedings, if necessary, to acquire rights of way on the above listed parcel; NOW THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that Witherspoon Kelley is hereby authorized to commence with condemnation proceedings, if necessary, to acquire rights of way on the above listed parcels.

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 15th day of March, 2011,

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

EXHIBIT A-1

EXHIBIT A-1

EXHIBIT A-1

EXHIBIT A-1

Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No. 12, PI No. 11526L12
May 13, 2010
Land situated in Kootenai County

A parcel of land being West of the centerline of Government Way and Westerly of the existing Westerly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, lying situated in the NE ¼ NE ¼ of Section 35, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the east ¼ corner of said Section 35 from which the northeast section corner of said section 35 bears North 00°38'25" East 2639.17 feet;

Thence along the East line of the Northeast ¼ of said Section, North 00°38'25" East 1579.73 feet;

Thence North 89°21'35" West, 30.00 feet to the southeast corner of that parcel described in a Warranty Deed recorded as instrument No. 892229 , records of Kootenai County, Idaho, being the TRUE POINT OF BEGINNING, opposite Station 128+70.43 of said Street Survey;

Thence along the east line of said parcel and the west right-of way line of Government Way, North 00°38'25" East 100.02 feet to the north line of said deed parcel;

Thence along the north line of said deed parcel, North 89°02'30" West 19.00 feet;

Thence parallel with said west right-of-way line, South 00°38'25" West 86.57 feet

Thence South 45°48'30" West 18.95 feet to the south line of said deed parcel;

Thence along said south line, South 89°00'30" East 32.44 feet to the TRUE POINT OF BEGINNING, opposite Station 128+70.43 of said Street Survey, containing approximately 0.046 Acres.

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.



EXHIBIT A-2

EXHIBIT A-2

EXHIBIT A-2

EXHIBIT A-2

Legal Description for Fee Acquisition

Project No. A011(526) Key 11526
Parcel No.13, PI No. 11526L13
May 13, 2010
Land situated in Kootenai County

A parcel of land being West of the centerline of Government Way and Westerly of the existing Westerly right of way line of Government Way, City of Coeur d'Alene street, as shown on the plans of the Government Way, Dalton to Hanley Ave., Project No. A011(526) Street Survey now on file in the office of the Idaho Transportation Department, lying situated in the NE ¼ of the NE ¼ of Section 35, Township 51 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the east ¼ corner of said Section 35 from which the northeast section corner of said section 35 bears North 00°38'25" East 2639.17 feet;

Thence along the East line of the Northeast ¼ of said Section, North 00°38'25" East 1679.75 feet;

Thence North 89°21'35" West, 30.00 feet to the southeast corner of the of that parcel described in a Warranty Deed recorded as instrument No. 892228, records of Kootenai County, Idaho, being the TRUE POINT OF BEGINNING, opposite Station 129+70.45 of said Street Survey;

Thence along the east line of said parcel and the west right-of way line of Government Way, North 00°38'25" East 100.00 feet to the north line of of said deed parcel;

Thence along said north line, North 89°02'30" West 19.00 feet;

Thence parallel with said west right-of-way line, South 00°38'25" West 100.00 feet to the south line of said deed parcel;

Thence along said south line, South 89°02'30" East 19.00 feet to the TRUE POINT OF BEGINNING, opposite Station 129+70.45 of said Street Survey, containing approximately 0.044 Acres.

This description was written using record information.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho State Plane Coordinate System, based on the Transverse Mercator projection for the West Zone of Idaho, NAD 83, 2007 adj.

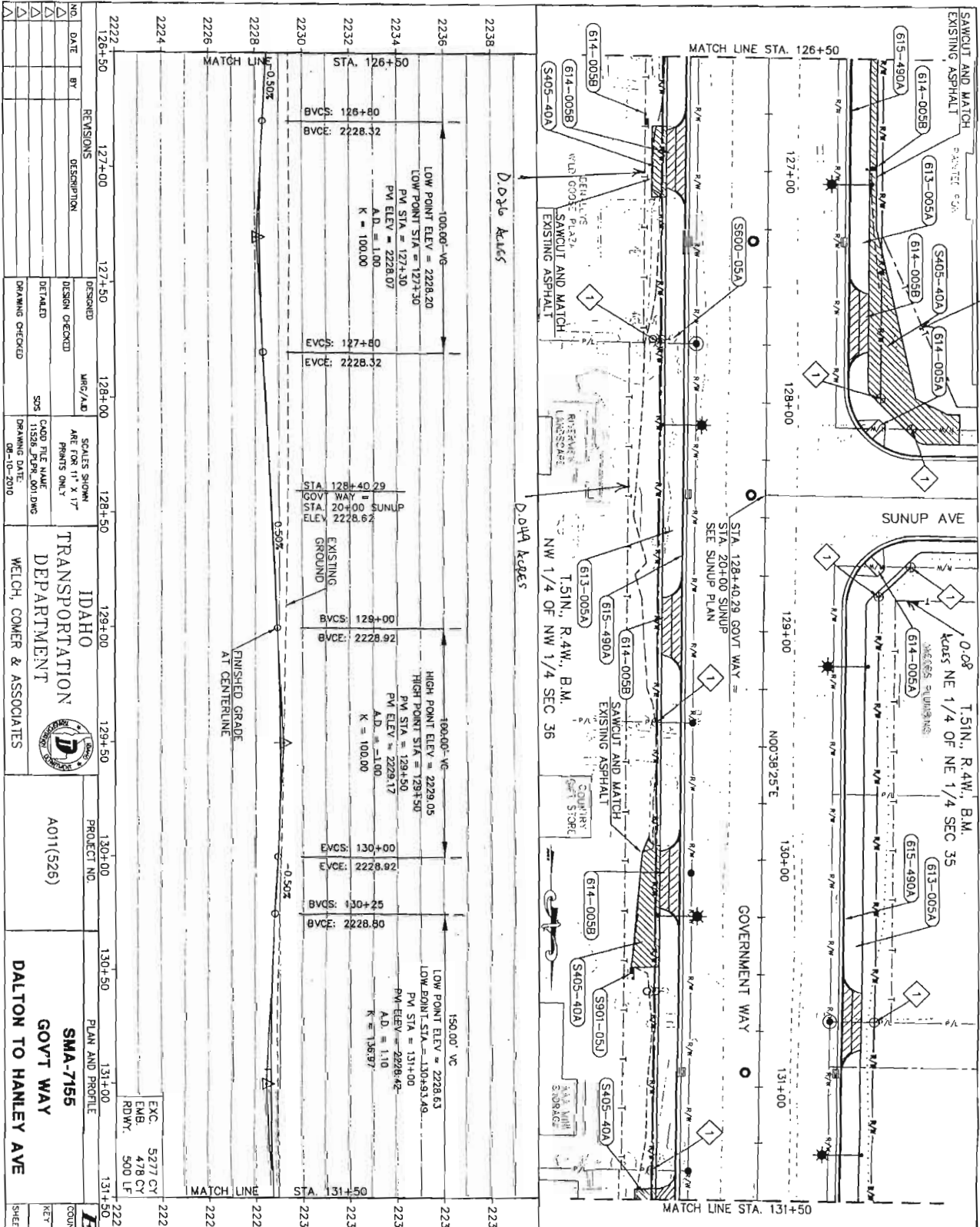


EXHIBIT B

EXHIBIT B

EXHIBIT B

EXHIBIT B



NO.	DATE	BY	REVISIONS	DESCRIPTION	DESIGNED	CHK/APP	SCALE SHOWN	ARE FOR	CAD FILE NAME	DRAWING DATE	DESIGNED	CHK/APP	PROJECT NO.	PLAN AND PROFILE	PROJECT NO.	PLAN AND PROFILE	PROJECT NO.	PLAN AND PROFILE
2222	12/6/50		127+00				128+00						130+00					
2224	12/24/50		127+50				128+50						130+50					

DESIGNED	128+00	128+50	129+00	129+50	130+00	130+50	131+00	131+50
DESIGN CHECKED								
DETAIL								
DRAWING CHECKED								
SRS	11526	JPM, DDM						
DRAWING DATE	08-10-2010							

DESIGNED	128+00	128+50	129+00	129+50	130+00	130+50	131+00	131+50
DESIGN CHECKED								
DETAIL								
DRAWING CHECKED								
SRS	11526	JPM, DDM						
DRAWING DATE	08-10-2010							

DESIGNED	128+00	128+50	129+00	129+50	130+00	130+50	131+00	131+50
DESIGN CHECKED								
DETAIL								
DRAWING CHECKED								
SRS	11526	JPM, DDM						
DRAWING DATE	08-10-2010							

DESIGNED	128+00	128+50	129+00	129+50	130+00	130+50	131+00	131+50
DESIGN CHECKED								
DETAIL								
DRAWING CHECKED								
SRS	11526	JPM, DDM						
DRAWING DATE	08-10-2010							

DESIGNED	128+00	128+50	129+00	129+50	130+00	130+50	131+00	131+50
DESIGN CHECKED								
DETAIL								
DRAWING CHECKED								
SRS	11526	JPM, DDM						
DRAWING DATE	08-10-2010							

NOTES:
 1 RETAIN AND PROTECT EXISTING SURVEY MONUMENTS. REFERENCE AND REPLACE ANY MONUMENTS DISTURBED OR DESTROYED.

English
 COUNTY KOOTENAI
 NET NUMBER 11526
 SHEET 24 OF 94

PROFESSIONAL ENGINEER
 REGISTERED
 11526
 MAINTENANCE
 R. GILLIS

No.	STATION	OFFSET
1	126+11.03	81.65 LT
2	126+10.73	49.00 LT
3	127+97.29	49.00 LT
4	128+10.62	62.26 LT
5	128+10.66	62.26 LT
6	128+10.63	62.44 LT
7	128+85.98	49.00 LT
8	128+86.09	56.00 LT
9	129+10.60	56.00 LT
10	129+10.56	49.00 LT
11	130+10.59	49.00 LT
12	130+10.56	49.00 LT
13	130+10.69	74.00 LT
14	132+92.64	49.00 LT
15	132+92.79	74.00 LT
16	133+22.76	74.00 LT
17	133+22.76	62.46 LT

No.	STATION	OFFSET
18	133+48.19	62.46 LT
19	133+48.19	71.00 LT
20	133+92.77	71.00 LT
21	133+92.64	49.00 LT
22	133+92.63	47.00 LT
23	132+92.63	47.00 LT
24	132+92.53	30.00 LT
25	130+10.45	30.00 LT
26	129+10.45	30.00 LT
27	128+10.43	30.00 LT
28	128+10.43	30.00 LT
29	126+09.95	30.00 RT
30	126+09.95	30.00 RT
31	127+74.82	30.00 RT
32	129+39.79	30.00 RT
33	131+37.59	30.00 RT

No.	STATION	OFFSET
34	132+69.71	30.00 RT
35	133+68.72	30.00 RT
36	133+68.72	45.50 RT
37	133+68.48	49.50 RT
38	133+68.47	49.50 RT
39	132+69.52	45.50 RT
40	132+69.35	59.50 RT
41	131+37.25	59.50 RT
42	131+37.26	58.50 RT
43	131+37.41	45.50 RT
44	129+35.46	58.50 RT
45	129+35.53	52.50 RT
46	129+39.61	45.50 RT

No.	STATION	OFFSET
47	127+74.64	45.50 RT
48	127+74.56	52.50 RT
49	127+74.40	66.00 RT
50	126+09.54	66.00 RT
51	126+09.77	45.50 RT

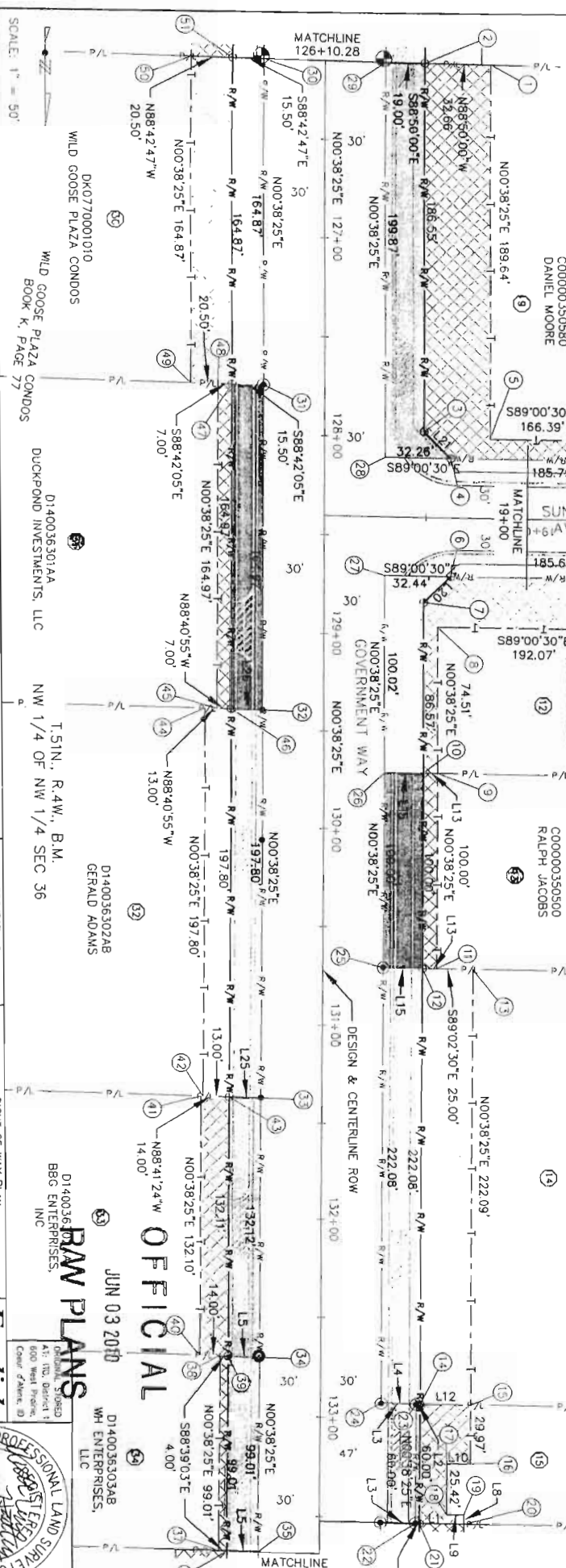
LINE	LENGTH	BEARING
L1	22.00	N89°01'10"W
L2	2.00	S89°01'10"E
L3	12.00	N89°01'10"W
L4	19.00	N89°01'10"W
L5	15.50	N88°39'03"E
L6	4.59	N00°38'25"E
L7	8.54	N89°21'35"E
L8	11.54	S89°21'35"E
L9	25.00	S89°01'10"E
L10	7.00	N89°02'30"W
L11	19.00	S89°02'30"E
L12	16.95	N45°48'30"E
L13	18.81	N44°11'30"W
L14	15.50	N88°41'24"W
L15	15.50	N88°40'55"W
L16	15.50	N88°40'55"W

NOTES:

- THE COORDINATES SHOWN ARE BASED UPON THE IDAHO STATE PLANE COORDINATE (1983) SYSTEM, WEST ZONE, NAD 1983 (2002), AND HAVE BEEN ADJUSTED FROM STATE PLANE GRID COORDINATES TO PROJECT COORDINATES, USING A PROJECT COMBINED ADJUSTMENT FACTOR (CAJ) OF 1.00008627. A CONVERGENCE ANGLE OF -0.4601" WAS CALCULATED AT SURVEY CONTROL POINT NUMBER 262, STA 117+29.39, OFFSET 34.16' RT. VERTICAL DATUM IS CITY OF COEUR D'ALENE.
- ALL APPROACHES ARE 24' WIDE AND ZONED LIGHT COMMERCIAL, UNLESS OTHERWISE NOTED.
- TEMPORARY EASEMENTS ARE TEMPORARY CONSTRUCTION EASEMENTS.

T.S.N., R.A.W., B.M.
NE 1/4 OF NE 1/4 SEC 35

CK2590010020
ADVANCED MIN
STORAGE, LLC



SCALE: 1" = 50'

DK0770001010
WILD GOOSE PLAZA CONDOS

DK0770001010
WILD GOOSE PLAZA CONDOS
BOOK K, PAGE 77

D140036301AA
DUCKPOND INVESTMENTS, LLC
T.S.N., R.A.W., B.M.
NW 1/4 OF NW 1/4 SEC 36

D140036302AB
GERALD ADAMS

D140036303AB
WH ENTERPRISES, INC.

JUN 03 2010

PROFESSIONAL LAND SURVEYOR
MICHAEL LYNN WATHAWAY
12318
515-271-10

REVISIONS

NO.	DATE	BY	DESCRIPTION

DESIGNED: MRC/ABD
DESIGN CHECKED: T.F.
DRAWING CHECKED: M.H.

SCALES SHOWN:
AS FOR 11" X 17"
PRINTS ONLY
CAD FILE NAME:
11526_DRAWING.DWG
DRAWING DATE:
5-17-2010

IDAHO TRANSPORTATION DEPARTMENT
WELCH, CONER & ASSOCIATES

PROJECT NO: A011(526)

RIGHT OF WAY PLAN
SMA-7155
GOVT WAY
DALTON TO HANLEY AVE

English

KEY NUMBER: 11526
SHEET: 6 OF 8

END CONSTRUCTION
STA. 14+00

CK2590010030
GRANT STOWE

NOTES:

1. TOTAL OWNERSHIP AREAS SHOWN REPRESENT THE AREAS WITHIN THE SECTIONS ADJUTING THE HIGHWAY AS DETERMINED FROM ASSESSOR'S DATA SHEETS. THE OWNERSHIP PARCELS WERE NOT SURVEYED AND SAID AREAS ARE APPROXIMATE. REMAINDER AREAS WERE CALCULATED BY DEDUCTING ANY ENCUMBRANCES MADE AS A RESULT OF THIS PROJECT FROM THOSE APPROXIMATE AREAS AND ARE ALSO APPROXIMATE.

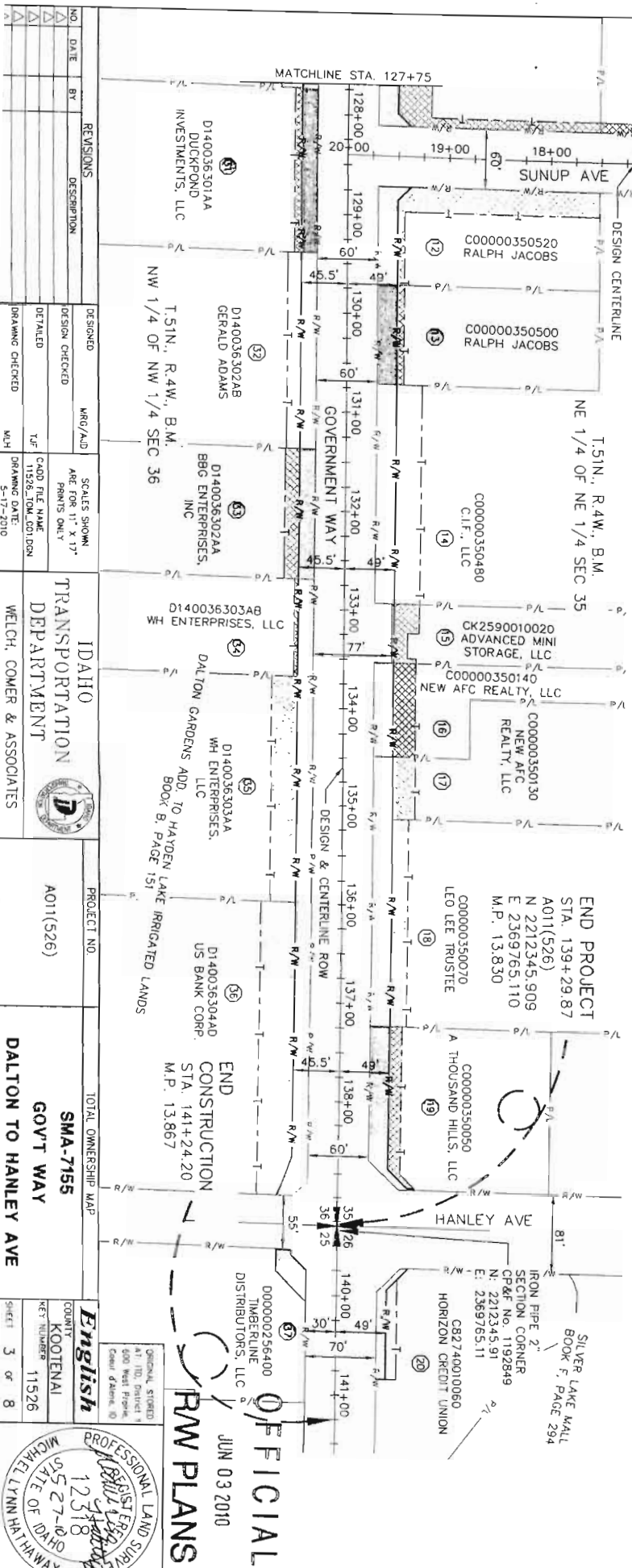
C00000350560
WAYNE COOK

C00000350540
LEMON TAYGER

END PROJECT
STA. 15+84.60
N 2211263.472
E 2369337.597

SCALE: 1"=100'

PARCEL NO.	PARCEL ID NO.	RECORD OWNER	TOTAL ASSO. OWNER AC.	RIGHT OF WAY - AC.	EASEMENT - AC.	RIGHT OF WAY - AC.
10	1152610	WAYNE COOK	1.001	0	1.001	0.039
11	1152611	LEMON TAYGER	0.863	0	0.863	0
12	1152612	RALPH JACOBS	0.501	0.046	0.455	0.126
14	1152614	C.I.F., LLC	1.038	0.097	0.941	0.127
18	1152618	LEO LEE TRUSTEE	1.856	0.091	1.765	0.077
20	1152620	HORIZON CREDIT UNION	0.705	0.022	0.683	0.023
32	1152632	GERALD ADAMS	2.878	0.070	2.808	0.009
34	1152634	BBG ENTERPRISES, INC	1.918	0.047	1.871	0.042
35	1152635	WH ENTERPRISES, LLC	1.439	0.035	1.404	0.009
36	1152636	WH ENTERPRISES, LLC	3.357	0.082	3.275	0.132
37	1152637	US BANK CORP.	1.742	0.111	1.631	0.228
38	1152638	GRANT STOWE	1.258	0.051	0.743	0.055



NO.	DATE	BY	REVISIONS
Δ			DESIGNED
Δ			DESIGN CHECKED
Δ			DETAILED
Δ			DRAWING CHECKED

DESIGNED: MRF/ADJ
DESIGN CHECKED: TJP
DETAILED: TJP
DRAWING CHECKED: M.H.

SCALES SHOWN:
AFC FOR 11' X 17' PRINTS ONLY
CADD FILE NAME: 11526_TOL_001.DGN
DRAWING DATE: 5-17-2010

IDAHO TRANSPORTATION DEPARTMENT
WELCH, CONER & ASSOCIATES

PROJECT NO. A011(526)
TOTAL OWNERSHIP MAP
SMA-7155
GOVT WAY
DALTON TO HANLEY AVE

English
COUNTY: KOOTENAI
SHEET: 3 OF 8

OFFICIAL
JUN 03 2010
RW PLANS

PROFESSIONAL LAND SURVEYOR
MICHAEL LYNN HATHAWAY
12518
527-00
STATE OF IDAHO

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

March 7, 2011
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Al Hassell
Council Member Woody McEvers
Council Member Deanna Goodlander

STAFF PRESENT

Jon Ingalls, Deputy City Admin.
Juanita Knight, Senior Legal Assistant
Chris Bates, Engineering Project Manager
Warren Wilson, Deputy City Atty
Gordon Dobler, Engineering Director

Item 1 Acceptance of Grant Deeds for property in the Government Way Reconstruction Project corridor.

Consent Cal

Chris Bates stated that the Government Way road widening project, which was initiated in January of 2009, is nearing the completion of another milestone in the project. At the onset of the project, 38 parcels were identified for the acquisition of additional right-of-way to allow for the widening of Gov't Way. To date, we have acquired 34 of the necessary parcels and are ready to record the deeds. Recordation of the deeds will allow the private utilities to start the process of relocating their facilities to the back of the new right-of-way. Upon completion of that task (+/- mid June), the installation of the new City water and sanitary sewer will commence. Mr. Bates noted that the acquisition of the 34 noted parcels has amounted to \$932,153.00 and they have been within the appraised amounts for the project.

MOTION: Motion by Goodlander, seconded by McEvers, to recommend Council accept the dedications and approve recordation of grant deeds for property purchased for the Government Way road widening project.

Item 2 V-11-1 – Request for vacation of portion of 18th and Lost Avenue Rights-of-Way.
Consent Cal

Chris Bates reported that the applicant, Art Elliot, is requesting the vacation of undeveloped portions of the 18th Street and Lost Avenue right-of-way adjoining the south 12' of Lot 8, and Lots 9, 10 & 11, Block 12, of the Kaesmeyer Addition Subdivision. Mr. Bates noted that the subdivision was platted in February 1907, and has R-12 zoning. The subject lots are vacant, and, the surrounding lots consist of single family dwelling units, with the recently completed Ridgepoint condominium complex adjacent to the west of the subject property. The portions of right-of-way that are being requested for vacation are undeveloped, overgrown, and, covered in older trees and brush. The principal reason for the r/w never developing in the 104 years since the inception of the subdivision would be the topography of the area, and the fact that the ground starts climbing upward just past the current terminus of 18th Street at +/- 30% slope. There is no practical reason for the r/w to develop from a transportation standpoint, and, the cost of any development would far outweigh the effectiveness of the street connection.

MOTION by McEvers, seconded by Goodlander, to recommend Council authorize staff to proceed with the vacation process and set a public hearing on April 5, 2011.

Item 3 V-11-2 – Request for vacation of Sewer/Water Easements in Meadow Ranch Subdivision.

Consent Cal

Chris Bates reported that the applicant, Active West Development, is requesting the vacation of two utility easements in the Meadow Ranch subdivision that are no longer necessary due to a reconfiguration of the subject development. Mr. Bates explained that due to the change in the housing market, and, the success of the development's single family construction, the developer has decided to reconfigure the remainder of the development into a similar product. In order to accomplish that, the noted utility easements will need to be vacated. The vacation of the easements does not create any adverse impact on the city, and the utility lines that will serve the newly configured lots will be placed within new street right-of-way.

MOTION by Goodlander, seconded by McEvers, to recommend Council authorize staff to proceed with the vacation process and set a public hearing on April 19, 2011.

Item 4 Approval of Change Order No. 1 and Closeout of the Howard Street Reconstruction Project.

Consent Resolution No. 11-009

Chris Bates is requesting approval of Change Order No. 1 and the final quantity adjustments for the Howard Street reconstruction project in order to bring final closure to the project. Mr. Bates explained the project, which was the second phase of the road construction that was initiated with St. Vincent DePaul and HUD housing projects at Neider Avenue and Howard Street, was constructed through the summer of 2010 and completed in October of that year. The finalization of construction and initialization of the signal at the Howard St. / Kathleen Avenue intersection has opened an entirely new network of streets for the public for access. Mr. Bates also noted that the original contract amount for the project was \$609,961.25, which was below the engineer's original estimate of \$677,828.15. The Change Order for \$12,533.17 resulted from items that arose during that project that were unforeseen during the design phase, and, from quantity adjustments of the bid items. The amount of the Change Order increased the project cost to \$622,494.42 and resulting in a 2% increase of the project cost, which was well within the scope of the project.

MOTION by Goodlander, seconded by McEvers, to recommend Council adopt Resolution No. 11-009 approving Change Order No. 1 and Closeout of the Howard Street Reconstruction Project with MDM Construction, Inc.

The meeting adjourned at 4:10p.m.

Respectfully submitted,

Juanita Knight for
Amy C. Ferguson
Public Works Committee Liaison

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

FUND	BALANCE 1/31/2011	RECEIPTS	DISBURSE- MENTS	BALANCE 2/28/2011
<u>General-Designated</u>	\$461,768	\$13,528	\$614	\$474,682
<u>General-Undesignated</u>	8,947,011	3,456,937	4,587,484	7,816,464
<u>Special Revenue:</u>				
Library	309,309	46,118	91,330	264,097
CDBG	(58)	11,187	21,340	(10,211)
Cemetery	25,141	18,446	10,629	32,958
Parks Capital Improvements	279,997	4,384	493	283,888
Impact Fees	1,965,945	42,078	21,923	1,986,100
Annexation Fees	132,373	39		132,412
Insurance	1,775,405	612	33,645	1,742,372
Cemetery P/C	1,794,881	24,185	22,274	1,796,792
Jewett House	17,114	5	1,204	15,915
KCATT	3,416	1		3,417
Reforestation	2,310	8,225		10,535
Street Trees	194,377	1,858	13,500	182,735
Community Canopy	390		270	120
CdA Arts Commission	214		30	184
Public Art Fund	96,083	28		96,111
Public Art Fund - LCDC	387,244	115		387,359
Public Art Fund - Maintenance	139,591	42	57	139,576
KMPO - Kootenai Metro Planning Org	17,906	1,827	16,889	2,844
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	1,167,700	37,464	394,672	810,492
LID Guarantee	89,392	27		89,419
LID 124 Northshire/Queen Anne/Indian Meadows	340			340
LID 127 Fairway / Howard Francis	7,705	171		7,876
LID 129 Septic Tank Abatement	3,740	5,833		9,573
LID 130 Lakeside / Ramsey / Industrial Park	3,121			3,121
LID 146 Northwest Boulevard	86,901	19,758		106,659
<u>Capital Projects:</u>				
Street Projects	(100,159)	341,320	157,416	83,745
2006 GO Bond Capital Projects	-			-
<u>Enterprise:</u>				
Street Lights	91,969	38,617	87,905	42,681
Water	1,288,870	199,096	271,947	1,216,019
Water Capitalization Fees	1,116,240	18,552		1,134,792
Wastewater	9,276,406	448,710	1,674,649	8,050,467
Wastewater-Reserved	1,121,296	27,500		1,148,796
WWTP Capitalization Fees	354,073	52,939		407,012
WW Property Mgmt	60,668			60,668
Sanitation	(183,469)	232,514	241,246	(192,201)
Public Parking	679,947	21,201	20,588	680,560
Stormwater Mgmt	396,808	102,822	35,928	463,702
Wastewater Debt Service	593			593
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	183,828	171,858	184,155	171,531
LID Advance Payments	417	40		457
Police Retirement	1,385,581	160,296	168,242	1,377,635
Sales Tax	1,570	1,224	1,570	1,224
BID	137,388	3,674		141,062
Homeless Trust Fund	528	441	528	441
GRAND TOTAL	\$33,721,870	\$5,513,672	\$8,060,528	\$31,175,014

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
FIVE MONTHS ENDED
28-Feb-2011

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 2/28/2011	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$198,652	\$79,907	40%
	Services/Supplies	11,050	724	7%
Administration	Personnel Services	501,014	205,825	41%
	Services/Supplies	5,400	1,918	36%
Finance	Personnel Services	589,909	241,153	41%
	Services/Supplies	95,640	43,150	45%
Municipal Services	Personnel Services	839,218	343,203	41%
	Services/Supplies	434,031	214,449	49%
	Capital Outlay	14,000	13,979	100%
Human Resources	Personnel Services	208,728	86,968	42%
	Services/Supplies	32,000	4,576	14%
Legal	Personnel Services	1,281,435	526,529	41%
	Services/Supplies	92,227	31,865	35%
	Capital Outlay			
Planning	Personnel Services	471,884	213,514	45%
	Services/Supplies	25,900	2,337	9%
Building Maintenance	Personnel Services	279,307	117,661	42%
	Services/Supplies	126,975	54,433	43%
	Capital Outlay		348,406	
Police	Personnel Services	8,439,040	3,554,751	42%
	Services/Supplies	729,980	216,892	30%
	Capital Outlay	227,577	124,680	55%
Fire	Personnel Services	6,733,244	2,899,882	43%
	Services/Supplies	368,777	105,725	29%
General Government	Services/Supplies	185,750	185,792	100%
Byrne Grant (Federal)	Personnel Services	143,677	57,225	40%
	Services/Supplies	261,369	79,129	30%
COPS Grant	Personnel Services	219,250	65,593	30%
CdA Drug Task Force	Services/Supplies	36,700	6,543	18%
	Capital Outlay			
Streets	Personnel Services	1,647,053	672,788	41%
	Services/Supplies	445,200	206,097	46%
ADA Sidewalk Abatement	Personnel Services	171,317	51,394	30%
	Services/Supplies	43,300	1,873	4%

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
FIVE MONTHS ENDED
28-Feb-2011

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 2/28/2011	PERCENT EXPENDED
Engineering Services	Personnel Services	433,372	178,463	41%
	Services/Supplies	728,050	72,881	10%
	Capital Outlay			
Parks	Personnel Services	1,218,463	416,271	34%
	Services/Supplies	419,804	69,950	17%
Recreation	Personnel Services	619,261	214,027	35%
	Services/Supplies	136,250	49,590	36%
Building Inspection	Personnel Services	740,176	320,760	43%
	Services/Supplies	24,350	7,345	30%
Total General Fund		<u>29,179,330</u>	<u>12,088,248</u>	<u>41%</u>
Library	Personnel Services	987,120	383,403	39%
	Services/Supplies	163,900	67,759	41%
	Capital Outlay	80,000	27,990	35%
CDBG	Services/Supplies	336,745	62,507	19%
Cemetery	Personnel Services	187,258	55,191	29%
	Services/Supplies	84,050	28,346	34%
	Capital Outlay			
Impact Fees	Services/Supplies	583,000		
Annexation Fees	Services/Supplies			
Parks Capital Improvements	Capital Outlay	205,000	14,648	7%
Insurance	Services/Supplies	206,925	118,460	57%
Cemetery Perpetual Care	Services/Supplies	98,500	32,391	33%
Jewett House	Services/Supplies	17,050	5,028	29%
Reforestation	Services/Supplies	2,500	41,036	1641%
Street Trees	Services/Supplies	57,000	22,580	40%
Community Canopy	Services/Supplies	1,200	793	66%
CdA Arts Commission	Services/Supplies	6,450	30	0%
Public Art Fund	Services/Supplies	80,300	2,546	3%
KMPO	Services/Supplies	650,000	39,051	6%
Total Special Revenue		<u>3,746,998</u>	<u>901,759</u>	<u>24%</u>
Debt Service Fund		<u>1,668,878</u>	<u>403,725</u>	<u>24%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
FIVE MONTHS ENDED
28-Feb-2011

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 2/28/2011	PERCENT EXPENDED
Kathleen & Howard signal	Capital Outlay		91	
Govt Way - Dalton to Hanley	Capital Outlay	4,100,000	1,012,908	25%
Govt Way - Hanley to Prairie	Capital Outlay	2,950,000		
Govt Way - sewer & water LID	Capital Outlay	275,000		
Howard Street - North	Capital Outlay		120,275	
15th Street - Lunceford to Dalton	Capital Outlay	528,000	25,234	5%
15th St & Harrison signal	Capital Outlay		15,768	
Intersection of Hanley & US95	Capital Outlay		2,687	
Total Capital Projects Funds		7,853,000	1,176,963	15%
Street Lights	Services/Supplies	591,321	209,477	35%
Water	Personnel Services	1,454,865	590,340	41%
	Services/Supplies	3,736,407	446,040	12%
	Capital Outlay	1,733,500	333,735	19%
Water Capitalization Fees	Services/Supplies	850,000		
Wastewater	Personnel Services	2,162,045	862,657	40%
	Services/Supplies	5,388,738	587,137	11%
	Capital Outlay	9,875,500	4,316,140	44%
	Debt Service	1,489,110	581,900	39%
WW Capitalization	Services/Supplies	752,580		
Sanitation	Services/Supplies	3,118,772	1,280,614	41%
Public Parking	Services/Supplies	176,957	79,303	45%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	417,723	178,255	43%
	Services/Supplies	650,737	148,318	23%
	Capital Outlay	505,000	21,055	4%
Total Enterprise Funds		32,903,255	9,634,971	29%
Kootenai County Solid Waste		2,200,000	726,997	33%
Police Retirement		213,500	82,418	39%
Business Improvement District		142,000	60,200	42%
Homeless Trust Fund		6,500	2,056	32%
Total Fiduciary Funds		2,562,000	871,671	34%
TOTALS:		\$77,913,461	\$25,077,337	32%